



Dated: 27 September 2024

- (1) TRANSPORT TRADING LIMITED
- (2) GLOBAL OUTDOOR MEDIA LIMITED

Advertising Partnering Agreement (Rail)

Agreement Reference Number: TfL 95970.1

Contents

Clause	Page
1	DEFINITIONS AND INTERPRETATION.....1
2	GUARANTEE 26
3	APPOINTMENT OF THE MEDIA PARTNER..... 27
4	DURATION 29
5	AGENCY 29
6	TRANSITION OF THE CONCESSION 30
7	EXERCISE OF ADVERTISING RIGHTS 32
8	PERFORMANCE STANDARDS 35
9	DEFAULTS AND RECTIFICATION..... 35
10	FEES AND FINANCIAL PROVISIONS 36
11	CAPITAL EXPENDITURE..... 37
12	CDM REGULATIONS..... 37
13	AUTHORITY ADVERTISING AND PUBLICITY 38
14	GOVERNANCE AND PARTNERING 41
15	ACCEPTANCE OF ADVERTISEMENTS FOR DISPLAY 41
16	AGREEMENTS WITH THIRD PARTIES 42
17	COMPLAINTS ABOUT ADVERTISEMENTS 43
18	UNSOLD AND UNUSED ADVERTISING SPACES..... 43
19	OWNERSHIP AND USE OF EQUIPMENT 44
20	CHANGES TO THE ADVERTISING ESTATE..... 47
21	ELECTRICAL SUPPLY 50
22	MEDIA PARTNER PERSONNEL 51
23	KEY PERSONNEL 52
24	CRIMINAL RECORD DECLARATIONS 53
25	SUB-CONTRACTORS AND SUB-CONSULTANTS 54
26	CO-OPERATION WITH THE AUTHORITY AND OTHERS 55
27	REPORTING, RECORDS, AUDIT AND INSPECTION 56
28	STORAGE FACILITIES 58
29	RATES 59
30	WARRANTIES AND INDEMNITIES 59
31	LIMITATION OF LIABILITY 60
32	INSURANCE AND CONDUCT OF CLAIMS 63
33	INTELLECTUAL PROPERTY RIGHTS 65
34	DATA..... 68
35	AUTHORITY SYSTEM..... 69
36	MEDIA PARTNER SYSTEM..... 70
37	PROTECTION OF PERSONAL DATA..... 72
38	INTERVENTION REMEDIES 73
39	TERMINATION 76
40	EXIT PLANNING 78
41	OBLIGATIONS IN CONTEMPLATION OF TERMINATION 79
42	EFFECT OF TERMINATION 81
43	DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT 84
44	CONFIDENTIALITY AND TRANSPARENCY 85

45	FREEDOM OF INFORMATION.....	87
46	CORRUPT GIFTS.....	88
47	CRIME AND DISORDER ACT 1998.....	88
48	ANTI-CORRUPTION.....	89
49	ANTI-SLAVERY.....	89
50	DISCRIMINATION AND HARASSMENT.....	90
51	QUALITY ASSURANCE, BEST VALUE AND HEALTH AND SAFETY.....	91
52	LONDON LIVING WAGE.....	93
53	ENVIRONMENTAL.....	95
54	WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT.....	95
55	ETHICAL SOURCING.....	95
56	TIMBER STANDARDS.....	96
57	LANE RENTAL.....	99
58	WORK RELATED ROAD RISK.....	100
59	SPECIFIC LUL STANDARDS.....	103
60	FORCE MAJEURE.....	104
61	PANDEMIC OR EPIDEMIC EVENTS.....	105
62	BUSINESS RESILIENCE PLAN.....	107
63	WAIVER.....	107
64	NOTICES.....	108
65	PUBLICITY.....	108
66	INVALIDITY AND SEVERABILITY.....	108
67	ENTIRE AGREEMENT.....	109
68	FURTHER ASSURANCE.....	109
69	ASSIGNMENT AND NOVATION.....	109
70	SUCCESSORS.....	109
71	NO PARTNERSHIP OR JOINT VENTURE.....	109
72	VARIATION.....	109
73	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.....	110
74	NO RIGHTS OVER LAND.....	110
75	GOVERNING LAW AND JURISDICTION.....	110
76	COUNTERPARTS.....	110
Schedules		
1	Mobilisation Plan.....	111
2	Guarantee.....	113
3	Performance Standards and Performance Monitoring.....	118
	Part 1 Performance Standards.....	118
	Part 2 Performance Monitoring.....	123
	Part 3 KPIs.....	132
4	Fees and Payment.....	140
	Appendix 4A Authority Periods.....	144
	Appendix 4B Example TIPP Calculations.....	150
5	Governance and Partnering.....	151
	Part 1 Governance and Partnering.....	151
	Part 2 Contract Management.....	158
	Appendix 5A Working Groups.....	160
6	Requirements.....	163
7	Advertising Policy.....	165
8	Capital Expenditure.....	170
9	Exercise of the Advertising Activities.....	177
	Part 1 Access, Approvals and Health and Safety.....	177

	Part 2 Approved Materials	186
10	Key Personnel	190
11	Employment Provisions	191
	Appendix 11A List of Transferring Staff	200
	Appendix 11B Information to be provided in respect of those on the Staff List	201
12	Storage Facilities.....	203
13	Approved Sub-Contractors	204
	Part 1 Approved Sub-Contractors.....	204
	Part 2 Approved Sub-Contractor Process.....	206
14	Form of Sub-Contractor Warranty	207
15	Media Partner's Reserved Information.....	212
16	Calculation of the Post-Termination Amount	215
17	Dispute Resolution	217
	Appendix 17A Adjudication Procedure	221
	Appendix 17B Amendments for the Scheme of Construction Contracts.....	223
18	Form of Variation	224
19	Equality, Diversity and Inclusion	225
	Appendix 19A Equality, Diversity and Inclusion Definitions	228
20	Reporting	231
21	Financial Controls Plan	232
	Appendix 21A Financial Information.....	237
22	QUENSH Handbook and User Manual	239
	Part 1 QUENSH Contract Menu	239
	Part 2 Category 1 Standard S1552 Contract QUENSH Conditions	240
23	Further Obligations.....	241
24	Inventory.....	245
25	Business Resilience Plan.....	246
26	Timber Standards.....	247
27	Capex Change Control Note.....	248
28	Environmental	249
	Appendix 28A Carbon Reduction Plan.....	255
29	Electronics Watch Contract Conditions for Supply Contracts.....	256
30	DVS.....	279
	Appendix 30A Not Used	282
31	Strategic Labour Needs and Training Requirements	283
	Appendix 31A Skills and Employment Strategy	286
	Appendix 31B SLNT Plan Template	287
	Appendix 31C Initial/Agreed SLNT Plan	290
	Appendix 31D Implementation Plan	291
	Appendix 31E Quarterly SLNT Monitoring Report Template	293

THIS AGREEMENT is made on 27 September 2024

BETWEEN

- (1) **TRANSPORT TRADING LIMITED** (Company registration number 03914810) whose registered office is at 5 Endeavour Square, London, United Kingdom E20 1JN (the "**Authority**"); and
- (2) **GLOBAL OUTDOOR MEDIA LIMITED** (Company registration number 02866133) whose registered office is at 7th Floor, Lacon House, 84 Theobalds Road, London WC1X 8NL (the "**Media Partner**").

BACKGROUND

- (A) The Authority is the owner or controller of Advertising Space within the Advertising Estate that is suitable for the display of Advertisements.
- (B) The Media Partner is an outdoor media company with experience of advising on, exploiting and developing Advertising Opportunities.
- (C) The Authority wishes to appoint the Media Partner, and the Media Partner wishes to be appointed, to exercise the Advertising Rights and to exploit Advertising Opportunities on the Advertising Estate. The Media Partner will actively seek significantly improved revenues from the exploitation of Advertising Opportunities on the Estate over the Term.
- (D) The parties have agreed that the Authority will appoint the Media Partner to exploit Advertising Opportunities on the Advertising Estate and perform the Advertising Activities as a concession under licence, subject to and in accordance with the terms of this Agreement.
- (E) The Authority and the Media Partner agree that they will work collaboratively in accordance with this Agreement and, in particular, will throughout the Term:
 - (i) seek to identify and exploit Advertising Opportunities on the Estate;
 - (ii) share the knowledge and expertise of both parties;
 - (iii) create a dynamic and creative forum for discussion and development of ideas and proposals;
 - (iv) create a working environment where decision making processes are clearly governed and optimised;
 - (v) improve the quality of the offering to third parties;
 - (vi) maximise the financial return to both parties, including by managing costs and operational efficiency; and
 - (vii) refresh and expand the Advertising Estate making use of latest technologies.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1.1 the following expressions will have the following meanings unless the context otherwise requires:

"Access Default" the meaning given to it in **clause 7.4**

“Access Procedures”	the access procedures governing rights of access to the Estate as may be notified to the Media Partner by the Authority from time to time
“Advertisement”	any medium (including digital and non-digital formats) carrying a promotional message
“Advertising”	the exposure to the public of a promotional message on behalf of a third party (but will not include Sponsorship) and any Authority Advertising and “Advertise” will be construed accordingly
“Advertising Activity”	any activity undertaken in connection with the exercise of the Advertising Rights at the Advertising Estate, including: <ul style="list-style-type: none">(a) the installation, maintenance, upgrade, repair and/or replacement of Advertising Equipment, Advertising Spaces and any Advertisement displayed thereon;(b) the implementation of Capex Projects by the Media Partner; and(c) any activities, functions, obligations or responsibilities which may be reasonably regarded as properly incidental to the foregoing activities or the exercise of the Advertising Rights or which may be reasonably inferred from this Agreement
“Advertising Commencement Date”	01 April 2025
“Advertising Equipment”	the Authority Equipment and Media Partner Equipment
“Advertising Estate”	the areas of the Estate permitted by the Authority to be used by the Media Partner for Advertising through the exercise of the Advertising Rights as the same may be modified, added to or replaced during the Term in accordance with clause 20
“Advertising Estate Management Programme”	the meaning given to it in paragraph 2.2 of Part 1 of Schedule 3
“Advertising Opportunities”	opportunities to generate revenue from the sale and management of Advertising Space
“Advertising Package”	an offer or special offer by the Media Partner for the display of an Advertisement at an Advertising Space or for a package of Advertisements at Advertising Spaces on the Media Partner’s standard commercial terms (other than price) for Advertising on the Advertising Estate from time to time
“Advertising Policy”	the policy with which Advertisements must comply to be displayed on the Estate as set out in Schedule 7 , as amended by the Authority from time to time
“Advertising Rights”	the rights, as described in clause 3.1 , to Advertise at Advertising Spaces
“Advertising Space”	any specified location marked out or otherwise identified on the Advertising Estate which the Authority

	has individually approved for the display or use of Advertising by the Media Partner as at the Advertising Commencement Date or as approved with the Outgoing Media Partner prior to the Advertising Commencement Date, or subsequently approved in accordance with clause 20
"Advertising Strategy"	the advertising strategy developed in accordance with paragraph 2.4 of Part 1 of Schedule 5 (Governance and Partnering), detailing the Media Partner's strategy for significantly improving revenues from the exploitation of Advertising Opportunities on the Estate during the Term, including the Media Partner's plan for the delivery of the Advertising Activities and its future projections during the Term, as may be amended by the parties via a resolution of the Partnering Board
"Affected Performance Standard"	the meaning given to it in clause 61.2.1.2
"Agreed Amortisation Policy"	the capital costs of any item will be amortised on a five (5) year straight line basis from the date the relevant expenditure is made, unless otherwise agreed in writing by the parties (including in a Capex Project)
"Agreed Procedures and Method Statements"	the procedures and method statements of the Media Partner, as agreed by the Authority from time to time in accordance with clause 6.11
"Agreed SMART Action Plan"	the meaning given to it in paragraph 1 of Schedule 19
"Amortisation Period"	the meaning given to it in paragraph 1.1.1 of Schedule 4
"Approved Sub-Contractor"	<p>(a) each of the sub-contractors set out in Part 1 of Schedule 13; and</p> <p>(b) such other sub-contractors as the Authority may approve in writing in accordance with clause 25,</p> <p>in each case, authorised by the Authority from time to time to perform works on the Estate on behalf of the Media Partner in relation to the Advertising Activities</p>
"Audio Channel Advertising"	the meaning given to it in clause 13.3.1
"Authorised Personnel"	the meaning given to it in clause 35.3.3
"Authority Advertising"	the exposure to the public of a promotional message or other information on behalf of the Authority or a TfL Affiliate, including pursuant to clauses 13 or 18
"Authority Advertising Package"	any Advertising Package in respect of Authority Advertising
"Authority Contractor"	any third party engaged and authorised by the Authority or any TfL Affiliate to carry out works or provide services in connection with the maintenance, provision, operation or exploitation of the Estate, or any

employee, agent or subcontractor of such third party engaged in carrying out such works or services

"Authority Data"

the meaning given to it in **clause 34.1**

"Authority Equipment"

all Equipment and any other assets that are:

- (a) owned by the Authority and/or a TfL Affiliate;
- (b) Leased Equipment leased by the Authority and/or a TfL Affiliate;
- (c) made available by the Authority and/or a TfL Affiliate to the Media Partner from time to time for use by the Media Partner on the Estate in the exercise of the Advertising Rights and performance of the Advertising Activities;
- (d) any Future Equipment, including any Equipment introduced onto the Advertising Estate pursuant to a Capex Project; and
- (e) detailed in **Schedule 24**

"Authority Information"

the existence and the terms of this Agreement and all information (written or oral) concerning the business and affairs of the Authority, any TfL Affiliate, an Authority Contractor, the Outgoing Media Partner and/or any Incoming Media Partner that the Media Partner has obtained or received or will obtain or receive as a result of the discussions leading up to, the entering into and the performance of this Agreement (whether disclosed before, on or after the date of this Agreement), including all knowledge and information relating to the trade, business, activities, operations, organisations, finances, property, processes, drawings, specifications, methods of and/or concerning the Authority, any TfL Affiliate, an Authority Contractor, the Outgoing Media Partner and/or any Incoming Media Partner

"Authority IPR"

the meaning given to it in **clause 33.1**

"Authority Period"

one of the thirteen accounting periods in each twelve (12) calendar month period used by the Authority as its financial year, the dates and durations of which are set out in **Appendix 4A** of **Schedule 4**, as may be updated by the Authority from time to time

"Authority Standards"

the mandatory requirements in force on the Estate from time to time that the Media Partner must comply with when exercising the Advertising Rights and undertaking the Advertising Activities, comprising applicable rules, procedures, codes, standards and safety agreements of the Authority and TfL Affiliates (and any relevant franchisees or other third parties operating on the Estate or any regulator of the Estate) in relation to health and safety, environment, security, operational, engineering, and ambience standards and other customer service delivery standards, including the Requirements and LUL Standards

“Authority System”	the part of the Authority’s IT Systems that the Authority grants the Media Partner access to in accordance with clause 35.1.1
“Barter Consideration”	the meaning given to it in clause 10.6.1.1
“Building Regulations”	the Building Regulations 2010
“Business Day”	a day other than a Saturday, Sunday or a public or bank holiday in England
“Business Resilience Plan”	the Media Partner’s written business continuity plan in respect of the Advertising Activities and the people and equipment used to provide them that complies with the requirements of clause 62.1 , which at the Contract Commencement Date is set out in Schedule 25 and which will be updated by the Media Partner in accordance with clause 62.1
“Capex Change Control Note” or “CCN”	the Capex change control note based on the Template CCN, completed in accordance with paragraph 6.4 of Schedule 5 , approved by the Partnering Board in accordance with paragraph 6.8 of Schedule 5 and signed by the parties
“Capex Commitment”	the meaning given to it in paragraph 6.1 of Part 1 of Schedule 5 and paragraph 1.1 of Schedule 8
“Capex Opportunity”	the meaning given to it in paragraph 6.3 of Part 1 of Schedule 5
“Capex Project”	the meaning given to it in paragraph 6.8.3 of Part 1 of Schedule 5
“Capex Proposal”	the meaning given to it in paragraph 6.4 of Part 1 of Schedule 5
“CDM Regulations”	the Construction (Design and Management) Regulations 2015 and related guidance and Approved Code of Practice together with any requirements issued from time to time by the Health and Safety Executive
“Cessation Plan”	a plan agreed between the parties or determined by the Authority pursuant to: <ul style="list-style-type: none"> (a) clause 43.4 in the event a Declaration of Ineffectiveness is sought; or (b) clause 43.10 to give effect to a Public Procurement Termination Event
“Commercial Client”	any third party with whom the Media Partner has entered into an agreement in relation to the display of Advertisements on the Advertising Estate, and the Authority (and/or any TfL Affiliate) will be deemed to be a Commercial Client where it uses Advertising Packages or places Advertisements on the Advertising Estate
“Commercial Working Group”	the meaning given to it in Part 1 of Schedule 5
“Competent Authority”	any legislative, judicial, regulatory or administrative body or any local or national agency, authority, department, official, public or statutory person of the

government of the United Kingdom or the European Union, any supranational body which has rulemaking power or whose directives, decisions, instructions, rulings, laws or regulations are directly enforceable against either of the parties in connection with the performance of this Agreement, and any replacement or successor body or person for any of the above from time to time

"Complaint Details"	the meaning given to it in clause 17.1
"Contract Commencement Date"	01 October 2024
"Contract Information"	this Agreement and any information received by the Authority and/or a TfL Affiliate pursuant to this Agreement
"Contract Manager"	the person nominated by each party in accordance with paragraph 1.1 of Part 2 of Schedule 5 who will have the responsibilities set out in paragraph 1.3 of Part 2 of Schedule 5
"Control"	in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise; and "Controlled" will be construed accordingly
"CPI"	the United Kingdom consumer prices index published by the Office for National Statistics or such other equivalent or comparable index as is published in substitution for such index or such other appropriate index as the parties may agree from time to time
"CR Declaration"	the meaning given to it in clause 24.1
"Cyber Attack"	any of the following: <ul style="list-style-type: none"> (a) an illegal or malicious attempt to harm any part of the Authority System or the Media Partner System or the information on any part of the Authority System or the Media Partner System using Malicious Code or any other form of system infiltration; or (b) access by or instigated by an unauthorised person or persons to any part of the Authority System or the Media Partner System for deliberate or malicious exploitation or intent so as to compromise security, access, stability or integrity, <p>and which has the result of: (i) a significant part of the Authority System or the Media Partner System being shut down, inaccessible or unusable by any authorised person or any part being infiltrated or accessed in an unauthorised way; (ii) the denial of service to any authorised person; or (iii) Loss of Data contained within any part of the Authority System or the Media Partner System</p>
"Data"	all data created wholly or partially as a result of the performance of this Agreement, including all such data

created relating to users and customers on the Estate and their Advertising preferences

"Data Protection Laws" all Laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK; and for the purposes of **clause 37** references to **"Controller"**, **"Personal Data"**, **"processing"** and **"Processor"** have the meanings set out in and will be interpreted in accordance with such Laws (and **"process"** and **"processed"** will be construed accordingly)

"Declaration of Ineffectiveness" following any determination by a court of competent jurisdiction that the Concession Contracts Regulations 2016, the Public Contracts Regulations 2015 or the Utilities Contracts Regulations 2016 apply to this Agreement, a declaration made by a court under:

- (a) regulation 59 which has any of the consequences described in regulation 62 of the Concession Contracts Regulations 2016 (SI 2016/273);
- (b) regulation 98 which has any of the consequences described in regulation 101 of the Public Contracts Regulations 2015 (SI 2015/102); or
- (c) regulation 113 which has any of the consequences described in regulation 116 of the Utilities Contracts Regulations 2016 (SI 2016/274)

"Default" any breach of this Agreement by the Media Partner, including any failure to achieve any of the Performance Standards

"Deferred TIPP Amount" the meaning given to it in **clause 61.2.1.1**

"Digital Equipment" all digital equipment (including software and hardware) proposed to be used and/or used in exercising the Advertising Rights at the Advertising Estate and includes the following items specified in **Schedule 24**:

- (a) 'Digital Escalator Panels (DEP's)';
- (b) 'Digital 6 Sheets (D6)';
- (c) 'Digital 12 Sheets (D12)';
- (d) Digital Landmark Sites (Gateways);
- (e) Digital Videowalls;
- (f) Digital Ribbons;
- (g) 'Cross Track Projection (DX3/DX48)'; and
- (h) 'LCD Screens'

“Digital Landmark Sites (Gateways)”	non-standard, large format advertising displays fixed to bulkheads above escalators or other hard-to-reach positions
“Digital Ribbons”	a continuous run of closely-mounted digital screens along an escalator barrel creating the perception of a single long screen
“Digital Videowalls”	wall-mounted non-standard, large format digital advertising displays
“Disaster”	any unplanned interruption or event which significantly prevents or impairs the ability of the Media Partner (or any of its Media Partner Personnel) to: <ul style="list-style-type: none"> (a) exercise the Advertising Rights or perform the Advertising Activities in accordance with this Agreement; or (b) operate the Advertising Equipment or the IT Systems, <p>in each case whether in whole or in part</p>
“DLR”	the stations and depots, assets, systems, track and other buildings which are used in the maintenance and provision of services known as “Docklands Light Railway” (or any replacement name from time to time)
“Draft Exit Plan”	the meaning given to it in clause 40.1 as may be amended from time to time in accordance with clause 40
“EDI Policy”	the meaning given to it in Schedule 19
“Effective Authority Period Rate” or “EAPR”	the meaning given to it in paragraph 2.2.2 of Schedule 4
“Elizabeth Line”	the stations and depots, assets, systems, track and other buildings which are used in the maintenance and provision of services known as the “Elizabeth line” (or any replacement name from time to time)
“Employment Costs”	the meaning given to it in paragraph 1.1 of Schedule 11
“Employment Liabilities”	the meaning given to it in paragraph 1.1 of Schedule 11
“Employment Relevant Period”	the meaning given to it in paragraph 1.1 of Schedule 11
“Equipment”	any Digital Equipment, Standard Advertising Panel or non-digital equipment, frame, display unit, structure, tooling and/or screen affixed to an Advertising Space that is designed to display and/or enhance the display of an Advertisement
“Estate”	the estates of the Authority and other TfL Affiliates comprising: <ul style="list-style-type: none"> (a) DLR;

- (b) Elizabeth Line;
- (c) London Overground;
- (d) London Underground;
- (e) Trams; and
- (f) Victoria Coach Station,

each being a part of the Estate and in each case as those parts of the Estate are extended, refurbished, added to or reduced from time to time

“Event”

an act, event, omission or circumstance

“Existing Third Party Contracts”

all contracts with third parties entered into by the Outgoing Media Partner which relate to:

- (a) Advertising; or
- (b) Leased Equipment,

as are current and in force on the Advertising Commencement Date, full particulars of which will be made available by the Authority to the Media Partner prior to the Advertising Commencement Date in accordance with **clause 6.5**



“Fees”

the fees due and payable to the Authority by the Media Partner pursuant to this Agreement comprising:

- (a) the TfL Investment Preference Payment;
- (b) the TfL Revenue Share; and
- (c) any other sums payable by the Media Partner to the Authority in consideration for the Advertising Rights or under this Agreement pursuant to **clause 10, Schedule 4** or otherwise

“Final Exit Plan”

the meaning given to it in **clause 40.5**

“Finance Forum”

the finance forum established by the Partnering Board in accordance with **paragraph 3 of Part 1 of Schedule 5**

“Financial Controls Plan”

the plan setting out the Media Partner’s systems and processes to ensure that all elements of its financial systems and management enable and support the accurate determination, calculation and evidencing of all financial matters relating to this Agreement, as established in accordance with **Schedule 21** as amended or varied by the written agreement of both parties from time to time

“Financial Report”

the meaning given to it in **Schedule 4**

“Financial Year”

in the case of:

- (a) the first Financial Year, the period on and from the Advertising Commencement Date to and including the next following 31 March;
- (b) the second and subsequent Financial Years, each subsequent 12 (twelve) calendar month period starting on 01 April and ending on 31 March; and
- (c) the last Financial Year, the period commencing on the day following the end of the previous Financial Year and ending on the Termination Date

“FOI Legislation”

the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, together with any subordinate legislation made under them, and any amendment or re-enactment of any of them and any guidance and/or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice, the Department for Environment, Food & Rural Affairs, any relevant Government Department or decisions made by other appropriate legislative bodies (including in each case its successors or assigns) in relation to such legislation from time to time

“Force Majeure”

- (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or undeclared), civil war, rebellion, revolutions, insurrection, military or usurped power, confiscation, or requisition by or under the order of any government or public or local authority;
- (b) civil unrest;
- (c) any act of terrorism or a specific threat of terrorism which results in the partial or total, temporary or long term closure of any part of the Estate;
- (d) lightning, earthquake, or extraordinary storm;
- (e) fire;
- (f) flooding;
- (g) tunnel collapse;
- (h) nuclear, chemical or biological contamination including ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- (i) the discovery of fossils, antiquities or other material which in each case is required to be exhumed or unexploded bombs or ammunition;

- (j) strikes, lock outs or other industrial action being in each case industry wide;
- (k) train crashes, derailments or other train failures; and
- (l) compliance with sections 118 to 121 of the Railways Act 1993,

provided that in each case: (i) the occurrence of the relevant event or circumstance is beyond the reasonable control of the affected party; (ii) the occurrence of the relevant event or circumstance could not reasonably have been foreseen by the affected party at the time of execution of this Agreement; and (iii) the effects of the relevant event or circumstance could not reasonably have been avoided or overcome by the affected party

“Forward Sales Commission”

the commission in respect of the Existing Third Party Contracts that relate to Advertising that is payable to an Outgoing Media Partner under the terms of a contract between any TfL Affiliate and the Outgoing Media Partner and that is to be funded by the Media Partner in accordance with **clause 6.5**

“Future Equipment”

any Equipment procured, supplied and/or installed after the Contract Commencement Date

“Gross Revenue”

the gross value of all sums earned, receivable and/or accountable (whether or not payment is made and without any deduction) by the Media Partner in relation to the exercise of the Advertising Rights from whatever source (including Programmatic Advertising Revenue), including:

- (a) all payments earned, receivable and/or accountable from Commercial Clients (without deduction for any rebates paid or payable to Commercial Clients), provided that where the price paid by the Commercial Client is part of a deal involving a combination of (i) the Advertising Spaces, and (ii) other advertising spaces outside of the Estate, the Gross Revenue in relation to those Advertising Spaces will be calculated at a proper and fair market value; and
- (b) the value of all non-monetary consideration earned and/or receivable from Commercial Clients, as valued by the Media Partner in accordance with **clause 7.1.9**; and
- (c) all compensation payments receivable under any loss of revenues or business interruption insurance policies,

but not including VAT, the Forward Sales Commission, any credit properly payable and paid to a Commercial Client under the terms of the agreement with that Commercial Client in respect of a period of non-display of the relevant Advertisements or any bona fide sums earned by the Media Partner in relation to the production of Advertisements for display on the

Advertising Estate. For the avoidance of doubt and provided the Media Partner complies with **clause 60**, any sums that are not earned, receivable and/or accountable by the Media Partner under its contracts with Commercial Clients to the extent due to an event of Force Majeure will not constitute Gross Revenue

- “Guarantor”** [REDACTED] or any replacement guarantor approved by the Authority in writing from time to time
- “Guarantor Affiliates”** all subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time of the Guarantor
- “Health and Safety Plan”**
- (a) the Media Partner’s health and safety plan prepared by the Media Partner in accordance with **clause 51.5** and approved by the Authority in accordance with **clause 6.11**; or
 - (b) the health and safety plan notified by the Authority to the Media Partner in accordance with **clause 6.11**
- “Incoming Media Partner”** any successor media partner appointed by the Authority in respect of Advertising on the Estate whose appointment takes effect at any time on or after the Termination Date
- “Independent Report”** an independent report by an individual or body:
- (a) whose organisation, systems and procedures conform to:
 - (i) ISO Guide 67:2004 (ISO/IEC 17065:2012); and
 - (ii) general requirements for bodies operating product certification systems; and
 - (b) who is accredited to audit against forest management standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 67 General Requirements for Assessment and Accreditation of Certification Bodies
- “Indexation Date”** an anniversary of the Advertising Commencement Date
- “Initial Term”** the period commencing on the Contract Commencement Date and continuing until 23:59:59 on the day immediately preceding the eighth anniversary of the Advertising Commencement Date
- “Innovation”** a development in Advertising technology, data and/or other forms of Advertising which is:
- (a) not used on the Estate at the relevant time and which the Media Partner has identified may be suitable for use on the Estate;

- (b) which the Authority has asked the Media Partner to consider for use on the Estate; and/or
- (c) which has been identified by the Commercial Working Group in accordance with **Part 1 of Schedule 5**

“Insolvent”

a person is Insolvent where it:

- (a) being a company, summons a meeting of its creditors, makes a proposal for a voluntary arrangement, becomes subject to any voluntary arrangement, is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, has a receiver, manager or administrative receiver appointed over any of its assets, undertaking or income, has passed a resolution for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation), is subject to a bona fide petition presented to any Court for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation), has an administration order made in respect of it or a notice of appointment of an administrator or a notice of intention to appoint an administrator filed in respect of it at any court, has a provisional liquidator appointed, has a proposal made for a scheme of arrangement under Part 26 of the Companies Act 2006 or is the subject of a notice to strike off the register at Companies House;
- (b) ceases to trade or appears, in the reasonable opinion of the other party, is likely to or is threatening to cease to trade within six (6) calendar months; or
- (c) suffers the equivalent of any of the above under any jurisdiction to which that party is subject

“Insurances”

the meaning given to it in **clause 32.2**

“Intervention Action”

the Step-in Action and/or Suspended Advertising Activities

“Intervention Event”

the meaning given to it in **clause 38.1**

“IPR”

intellectual and industrial property rights of any kind whatsoever, including patents, supplementary protection certificates, patent applications, know-how (including formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions), registered and unregistered trade marks, service marks, comparable marks (EU), trade names, logos, get-up, design rights, registered designs (including re-registered UK designs), utility models, unregistered design rights (including continuing unregistered designs and supplementary unregistered designs), goodwill and rights to prevent passing off or

unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions

“IT System”

an information technology system comprising any or all of the following: programs, business processing system, electronic operations system, communications network, hosted applications and connectivity to the internet/the computer, telecommunication facilities (including networks, network devices, cables and routers), hardware, mobile devices, peripherals, software, equipment and databases

“Key Digital Advertising Space”

any Advertising Space in respect of which any Digital Equipment (excluding any 'Digital 6 Sheet (D6)', 'Digital 12 Sheet (D12)', 'Cross Track Projection (DX3/DX48)' and 'LCD Screen') is installed by or on behalf of the Media Partner on or after the Advertising Commencement Date in accordance with a Capex Project

“Key Personnel”

those members of the Media Partner Personnel recognised by the parties as being materially important to the successful performance of this Agreement and listed in **Schedule 10** (as may be replaced from time to time in accordance with **clause 23**), and such other personnel of the Media Partner as agreed between the parties via the Partnering Board

“Law”

any law and any rule, policy, guidance and recommendation issued by any governmental, statutory and/or regulatory body and any standards, industry code of conduct, practice and guideline, in each case which applies to one or each of the parties to this Agreement (including their respective businesses and, in the case of the Authority, to any TfL Affiliate and its business) and/or relates to the subject matter and/or performance of this Agreement (including the Estate, any Advertising Rights and Advertising Activity) and which is in force from time to time

“Leased Equipment”

those items of Equipment which are, from time to time, owned by a third party and/or subject to hire purchase, credit sale, lease or other finance arrangements

“Leasing Document”

any lease or agreement entered into between the Media Partner and any third party provider in respect of the Leased Equipment

“Liability”

liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under this Agreement

“Liquidated Damages”	the amounts payable by the Media Partner to the Authority as specified in paragraphs 5.2, 6.5, 7.8.1 and 7.8.2 (as applicable) of Part 2 (Performance Monitoring) of Schedule 3 (Performance Standards and Performance Monitoring)
“London Overground”	the stations and depots, assets, systems, track and other buildings which are used in the maintenance and provision of overground rail services known as “London Overground” (or any replacement name from time to time)
“London Underground”	the stations and depots, assets, systems, track and other buildings which are used in the maintenance and provision of underground services known as “London Underground” (or any replacement name from time to time)
“Loss of Data”	the accidental or unlawful corruption, destruction, loss, alteration or unauthorised disclosure of, or access to, any data (including the Data)
“Losses”	all costs (on a full indemnity basis, including legal and other professional costs and costs of enforcement), liabilities (including any tax liability), injuries, damages, expenses and direct, indirect and consequential losses (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) (“Recoverable Losses”) that the indemnified or non-defaulting person does or will incur or suffer, all claims or proceedings made, brought or threatened against the indemnified or non-defaulting person by any person and all Recoverable Losses the indemnified or non-defaulting person does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding
“LUL”	London Underground Limited
“LUL Standards”	the mandatory requirements in force on the London Underground from time to time that the Media Partner must comply with in the provision of its obligations under this Agreement, comprising mandatory category 1 standards, applicable LUL rules, procedures, codes, standards and safety agreements in relation to health and safety, environment, security, operational, engineering and ambience standards and other customer service delivery standards (including the QUENSH Conditions Manual)
“Major Project”	a project or programme of work which will significantly alter or improve the Authority’s services, assets or infrastructure, including the construction of a new station, the extension of an underground or railway line, or the modernisation of rolling stock
“Malicious Code”	any program that contains malicious or harmful code or infiltrates or damages a system without the owner’s or user’s informed consent or is designed to do so or which is hostile, intrusive or possesses the ability to create replicas of itself within other programs or operating system areas, or which is capable of spreading copies of itself wholly or partly to other computer systems or networks and any back door, time bomb, Trojan horse,

worm, malware, ransomware, spyware, drop dead device, virus or other software routines or hardware components that permit unauthorised access or the unauthorised disablement, corruption, exfiltration or erasure of any software, applications or data

"Material Adverse Change"	a change to the financial position of the Guarantor which is the result of: <ul style="list-style-type: none"> (a) Restricted Corporate Activity; or (b) something other than Ordinary Corporate Activity that has a material adverse impact on its ability to meet its obligations under this Agreement or the Media Partner's ability to meet its obligations under this Agreement
"Material Default"	<ul style="list-style-type: none"> (a) any material Default; (b) the occurrence of three or more Defaults (whether in respect of the same or different provisions of this Agreement); (c) any breach of Law; (d) any breach of any health and safety requirements; and/or (e) the occurrence of any event, deficiency and/or hazard which requires, under the terms of Schedule 3, a Rectification Plan to be prepared and implemented by the Media Partner in accordance with clause 9
"Media Partner Background IPR"	<p>all IPR owned by, or licensed by a third party to, the Media Partner:</p> <ul style="list-style-type: none"> (a) as at the Contract Commencement Date; and (b) after the Contract Commencement Date, other than in the course of or in connection with this Agreement, <p>excluding the Authority IPR and TfL's IPR</p>
"Media Partner Dashboard"	the meaning given to it in clause 36.2.1
"Media Partner Data"	the meaning given to it in clause 34.4
"Media Partner Equipment"	all Equipment (including Leased Equipment leased by the Media Partner and the Media Partner System) provided and/or used by the Media Partner from time to time on the Estate in the exercise of the Advertising Rights and performance of the Advertising Activities, but excluding the Authority Equipment and, except for any Leased Equipment leased by the Media Partner, any equipment and structures owned by a third party
"Media Partner IPR"	the meaning given to it in clause 33.4
"Media Partner Personnel"	all persons, including employees, workers, officers, suppliers, consultants, sub-contractors and agents of

the Media Partner, as are engaged in the performance of any of the Advertising Activities and the exercise of the Advertising Rights, including the Key Personnel and Approved Sub-Contractors

“Media Partner’s Reserved Information”

the information or categories of information set out in **Schedule 15**, excluding any such information or categories of information in respect of which the date in the last column of **Schedule 15** has passed

“Media Partner Software”

the software provided by or on behalf of the Media Partner and required for the proper operation and functioning of any Digital Equipment, including content management software, anti-virus software and other software required to operate the Digital Equipment, together with any updates and upgrades to, and revisions, new releases and new versions of such software, provided always that such software:

- (a) has not been specifically created or developed for the Authority or for the purposes of delivering the Media Partner’s obligations under this Agreement; and
- (b) can be readily replaced by commercially off-the-shelf software

“Media Partner System”

the Media Partner’s and its sub-contractors’ IT Systems used in the performance of the Advertising Activities (or any of them or any part of them)



“Mobilisation Period”

the period commencing on the Contract Commencement Date and continuing until 23:59:59 on the day immediately preceding the Advertising Commencement Date

“Mobilisation Plan”

the plan set out in **Schedule 1** to be implemented by the Media Partner during the Mobilisation Period in order for the Media Partner to be able to undertake the Advertising Activities and exercise the Advertising Rights in full and in compliance with the terms of this Agreement on and from the Advertising Commencement Date

“Offer Percentage”

the meaning given to it in **paragraph 2.3.2 of Schedule 4**

“OOH Advertising”

the meaning given to it in **clause 13.3.2**

“Operations Working Group”

the operations working group established by the Partnering Board in accordance with **paragraph 3 of Part 1 of Schedule 5**

“Ordinary Corporate Activity”

any one or more of the following activities carried on by the Guarantor or a Guarantor Affiliate:

- (a) refinancing and/or increasing the debt burden of the Guarantor and/or the Guarantor Affiliates provided that the resulting debt of

the Guarantor is not above reasonable market levels;

- (b) listing less than 50% of its shares on a recognised stock exchange;
- (c) declaring a dividend or redeeming or repurchasing any shares;
- (d) providing guarantees;
- (e) entering into any intercompany loan arrangement;
- (f) acquiring a business or company from, or selling a business or company to, an independent third party;
- (g) winding up or liquidating any dormant company;
- (h) merging with another entity and/or entering into a joint venture (provided there is no change in Control of the Media Partner or the Guarantor);
- (i) intra group reorganisations and/or restructurings (provided that the business and assets of the Guarantor or Guarantor Affiliates, that, prior to such reorganisation and/or restructuring, were directly or indirectly Controlled by the Guarantor, remain directly or indirectly Controlled by the Guarantor following the completion of the reorganisation and/or restructuring);
- (j) entering into any material franchise, concession, distribution, agency or supply agreement either in the United Kingdom or elsewhere, or ceasing to be a party to any such agreement (whether as a result of its expiry or termination or otherwise); and
- (k) the hiring of any personnel, or any personnel ceasing to be employed, by the Guarantor or any Guarantor Affiliate

"ORR"

the Office of Rail and Road

"Other Service Provider"

any third party operating and/or performing work or services on any part of the Estate

"Outgoing Media Partner"

the media partner(s) in respect of Advertising on the Estate immediately prior to the Advertising Commencement Date and "Outgoing Media Partner" will mean the relevant such media partner as the context requires

"Pandemic or Epidemic Event"

any control, direction, law or measure imposed, issued or administered by any governmental, statutory or regulatory body in the United Kingdom as a response to an outbreak of disease or as a means of preventing the

	significant transmission of a disease, which causes a TIPP Deferral Event
"Pandemic Plan"	the meaning given to it in clause 61.1.4
"Parent Company"	any company which from time to time directly or indirectly Controls the Media Partner
"Partnering Board"	the board set up by the parties in accordance with paragraph 2.1 of Schedule 5
"Party Giving Notice"	the meaning given to it in clause 39.1
"Performance Standards"	the minimum levels of performance to which the Media Partner must carry out Advertising on the Estate as set out in Schedule 3
"Permanent Change"	the meaning given to it in clause 20.2
"Personal Data Security Incident"	<p>(a) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;</p> <p>(b) a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Personal Data that has previously been subject to a breach within the scope of paragraph (a) of this definition, which may result in exploitation or exposure of that Personal Data; or</p> <p>(c) any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of systems processing Personal Data</p>
"Post-Termination Amount"	the meaning given to it in paragraph 4 of Schedule 16
"Programmatic Advertising"	the automated and data-driven selling of any Advertising Space through the Media Partner's in-house or third party trading systems [REDACTED]
"Programmatic Advertising Revenue"	all sums earned, receivable and/or accountable by the Media Partner in respect of Programmatic Advertising (as may be revised from time to time in accordance with paragraph 4 of Schedule 4)
"Project Manager"	the person nominated by the Authority in accordance with paragraph 5 of Part 1 of Schedule 5 who will be responsible for organising all meetings and actions provided for in Part 1 of Schedule 5 , providing appropriate secretarial support for the Partnering Board and the Working Groups (as defined in Schedule 5) and facilitating discussions (where appropriate) between the Contract Managers and the Partnering Board and/or Working Groups

“Public Procurement Termination Event”

following any determination by a court of competent jurisdiction that the Concession Contracts Regulations 2016, the Public Contracts Regulations 2015 or the Utilities Contracts Regulations 2016 apply to this Agreement, the Authority exercises its right to terminate this Agreement in one or more of the circumstances described in:

- (a) regulation 44(1) of the Concession Contracts Regulations 2016 (SI 2016/273);
- (b) regulation 73(1) of the Public Contracts Regulations 2015 (SI 2015/102); or
- (c) regulation 89(1) of the Utilities Contracts Regulations 2016 (SI 2016/274)

“Quarter”

one of four periods in each 12 (twelve) calendar month period used by the Authority as its financial year, the dates and durations of which in each such 12 (twelve) calendar month period are determined as follows:

- (a) the first quarter will commence on 01 April and end on the last day of the third Authority Period;
- (b) the second quarter will commence on the first day of the fourth Authority Period and end on the last day of the sixth Authority Period;
- (c) the third quarter will commence on the first day of the seventh Authority Period and end on the last day of the ninth Authority Period; and
- (d) the fourth quarter will commence on the first day of the tenth Authority Period and end on 31 March,

and **“Quarterly”** will be construed accordingly

“QUENSH Conditions Manual”

the Quality Environmental Safety and Health Conditions Manual set out in **Schedule 22**, as may be updated from time to time and supplied to the Media Partner

“Railway Safety Certificate”

each of the following Safety Certificate and Safety Authorisation documents issued by the ORR in accordance with ROGS:

- (a) in respect of London Underground Limited with ORR identification number ORR1020220001 dated 18 January 2022;
- (b) in respect of Docklands Light Railway Limited with ORR identification number ORR2020220003 dated 20 April 2022;
- (c) in respect of Rail for London Limited with ORR identification number ORR2020240002 dated 24 July 2024; and
- (d) any other Safety Certificates and Safety Authorisation documents prepared by TfL

	Affiliates and/or issued by the ORR in accordance with ROGS,
	in each case as may be changed, amended, revoked, replaced or supplemented from time to time
"Rates"	the meaning given to it in clause 29.1
"Records"	the meaning given to it in clause 27.2.1
"Rectification Plan"	the meaning given to it in clause 9.2.1
"Register"	a register containing the information required by, and prepared by the Media Partner in accordance with, clause 27.3 and in such format as approved by the Authority in accordance with clause 6.11
"Regulations"	Transfer of Undertakings (Protection of Employment) Regulations 2006
"Regulatory Disclosure"	the meaning given to it in clause 44.3.2
"Relevant Conviction"	any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security
"Relevant Individual"	any member of the Media Partner Personnel engaged in any aspect of the provision of the Advertising Activity and potentially requiring access to the Estate or Authority Equipment
"Relevant Party Giving Notice"	the meaning given to it in clause 39.3
"Relevant Period"	(a) such period of no more than eighteen (18) calendar months prior to the expiry of this Agreement or such other period as may be agreed by the parties in writing; or (b) the period following any notice of termination of this Agreement served by either party up to the Termination Date
"Required Notice Period"	the meaning given to it in clause 20.4
"Requirements"	required standards for each transport mode to which the Media Partner must comply and meet when carrying out Advertising Activities on the Estate as set out in Schedule 6 (as amended, added to and/or varied from time to time)
"Restricted Corporate Activity"	intra group reorganisations and/or restructurings which would result in the Guarantor or Guarantor Affiliates, or any business and assets of the Guarantor or the Guarantor Affiliates, that, prior to such reorganisation and/or restructuring, were directly or indirectly Controlled by the Guarantor no longer remaining directly or indirectly Controlled by the Guarantor following the completion of the reorganisation and/or restructuring, but excluding always any activity falling within paragraphs (f) or (h) of the definition of "Ordinary Corporate Activity"

"Risk Register"	the meaning given to it in clause 51.7
"ROGS"	the Railways and Other Guided Transport Systems (Safety) Regulations 2006 (as amended)
"Screen"	any equipment, frame, display unit or screen affixed to an Advertising Space to display digital advertising either in a loop format or as a single impression, including the power and data connections to the relevant distribution board or meet-me-point or in-station LAN (as relevant), including the media player and any ancillary equipment housed within the Estate that is required for the operation of the display
	
"Security Incident"	any of the following: <ul style="list-style-type: none">(a) a Personal Data Security Incident;(b) a Cyber Attack;(c) a Disaster;(d) any Vulnerability;(e) any unauthorised use of or access to any part of the Authority System or the Media Partner System;(f) Loss of Data; and/or(g) any other event or incident compromising or with the potential to compromise confidentiality, integrity, security and/or availability of the Authority System, the Media Partner System or any data (including the Data)
"Sponsorship"	any arrangement (not being a form of Advertising approved for use on the Advertising Estate as part of the Advertising Rights) which relates to the subsidising by a third party unconnected to the Authority or any TfL Affiliate (or the Greater London Authority and any other third party supported by the Authority, any TfL Affiliate or the Greater London Authority), of a particular event, service or facility on the Estate, where the third party is seeking to create brand association or media exposure as a result of people visiting the event, service or facility on the Estate by associating its name with such event, service or facility
"Standard Advertising Panel"	an advertising panel capable of displaying printed posters
"Step-In Action"	any exercise by the Authority of its Step-In Rights pursuant to clauses 38.2 to 38.4
"Step-In Notice"	the meaning given to it in clause 38.2

“Step-In Period”	the period specified in the relevant Step-in Notice as being the time and date of commencement of the exercise of the Step-in Rights in respect of the relevant affected Advertising Activity and ending on the date the Media Partner resumes performance of the relevant Advertising Activity pursuant to clause 38.7 or, if earlier, the Termination Date
“Step-In Rights”	the Authority’s rights to take-over, manage and/or supervise performance of the affected Advertising Activities (which may include taking over the conduct, operation and management of the Advertising Estate, the maintenance of the Advertising Equipment and/or the implementation of Capex Projects)
“Storage Facilities”	the storage facilities (if any) at stations and at depots on the Estate to the extent made available to the Media Partner by the Authority pursuant to clause 28.1 , particulars of which at the Contract Commencement Date are set out in Schedule 12 , as may be amended (including removal) by the Authority from time to time
“Suspended Advertising Activities”	the Advertising Activities which are to be suspended as set out in the Suspension Notice
“Suspension Notice”	the meaning given to it in clause 38.5
“Suspension Period”	the period specified in the relevant Suspension Notice as being the time and date of commencement of the exercise of the Suspended Advertising Activities and ending on the date the Media Partner resumes performance of the relevant Advertising Activity pursuant to clause 38.7 or, if earlier, the Termination Date
“Template CCN”	the template Capex change control note set out in Schedule 27
“Temporary Change”	the meaning given to it in clause 20.2
“Term”	the period starting on the Contract Commencement Date and ending on the Termination Date
“Termination Date”	the date on which this Agreement expires or terminates for whatever reason
“TfL”	Transport for London, a statutory body established under the Greater London Authority Act 1999
“TfL Affiliates”	TfL and all of its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time and reference to any “TfL Affiliate” will refer to TfL or any such subsidiary
“TfL Capital Expenditure”	the meaning given to it in paragraph 1.1 of Schedule 4
	
“TfL Investment Preference Payment” or “TIPP”	the meaning given to it in paragraph 1.1 of Schedule 4

“TfL Revenue Share”	the meaning given to it in paragraph 1.1 of Schedule 4
“TfL’s IPR”	the meaning given to it in clause 33.7
“Third Party Contracts”	<p>(a) all Existing Third Party Contracts assigned, novated or otherwise transferred to the Media Partner; and</p> <p>(b) all contracts with third parties entered into by the Media Partner which relate to:</p> <ul style="list-style-type: none">(i) Advertising; or(ii) Leased Equipment, <p>in each case, as are current and in force at the Termination Date, full particulars of which will be made available by the Media Partner to the Authority prior to the Termination Date in accordance with clause 41.4</p>
“Third Party IPR”	the meaning given to it in clause 33.4
“TIPP Deferral Event”	<p>where in any Authority Period:</p> $A > B$ <p>where:</p> <p>(a) A is the TIPP due and payable to the Authority in that Authority Period; and</p> <p>(b) B is the Gross Revenue for that Authority Period</p>
“TIPP Deferral Period”	<p>the period:</p> <p>(a) commencing on the first day of the next Authority Period following the date on which the Media Partner has demonstrated to the reasonable satisfaction of the Authority that a Pandemic or Epidemic Event has occurred in accordance with clause 61.1; and</p> <p>(b) ending on the last day of the Authority Period in respect of which the TIPP Resumption Event occurs,</p> <p>in each case for the relevant Pandemic or Epidemic Event</p>
“TIPP Resumption Event”	<p>where in any Authority Period:</p> $C > D$ <p>where:</p> <p>(a) C is the Gross Revenue for that Authority Period; and</p>

- 1.7 references to any legislation or legislative provision will include any subordinate legislation made under it and will be construed as references to such legislation, legislative provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.8 references to re-enactment of any legislation or legislative provision (including any subordinate legislation) include references to the preservation, continuation of effect, conversion or incorporation of any of them into the law of England and Wales, Scotland and Northern Ireland, whether by the European Union (Withdrawal) Act 2018 or any other legislation relating to the withdrawal of the United Kingdom from the European Union;
- 1.9 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them; references to "in writing" or "written" include e-mail, but not other methods of electronic messaging;
- 1.10 an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party;
- 1.11 any obligation on a party not to do or omit to do anything includes an obligation not to allow (whether expressly or by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done by any other person;
- 1.12 if there is a conflict between any of the terms of this Agreement, the Schedules and the Appendices, the conflict will be resolved according to the following descending order of priority:
- 1.12.1 the clauses of this Agreement;
 - 1.12.2 the Schedules of this Agreement except **Schedule 23**;
 - 1.12.3 the Appendices to any of the Schedules; and
 - 1.12.4 **Schedule 23**.
2. **GUARANTEE**
- 2.1 The Media Partner will on or before the Contract Commencement Date provide at its expense a guarantee from the Guarantor and, if requested by the Authority, a legal opinion as to its enforceability, both in the form set out in **Schedule 2** to this Agreement.
- 2.2 The Media Partner will give notice to the Authority before or within ten (10) Business Days of any change in Control of the Guarantor and in such event the Media Partner will provide upon the Authority's request a replacement guarantee or other appropriate security from a replacement guarantor having obtained the Authority's prior approval of the replacement guarantor (or other appropriate security as the case may be) (such approval not to be unreasonably withheld) and on terms that are reasonably acceptable to the Authority.
- 2.3 The Media Partner will provide the Authority with:
- 2.3.1 the annual audited accounts of the Guarantor or any replacement guarantor in accordance with the terms of this **clause 2** within ten (10) Business Days of them being signed by the Guarantor or any replacement guarantor; and
 - 2.3.2 such information as the Authority may require from time to time (acting reasonably) so as to satisfy itself as to the on-going financial covenant of the Guarantor or any replacement guarantor, including management accounts.
- 2.4 The Media Partner will promptly notify the Authority in writing where there has been, or the Media Partner expects there to be in the reasonably foreseeable future, a Material Adverse Change.
- 2.5 Either:

- 2.5.1 where no notice has been issued pursuant to **clause 2.4**, no later than ninety (90) days following an Authority director becoming aware of a Material Adverse Change; or
- 2.5.2 where a notice has been issued pursuant to **clause 2.4**, no later than ninety (90) days following the date of such notice,

and in either case provided such Material Adverse Change is continuing, the Authority will (acting reasonably) be entitled to require that the Media Partner procure a replacement guarantor or an alternative acceptable support arrangement within thirty (30) Business Days from such request and the provisions of **clause 2.6** will apply.

- 2.6 The Authority may at any time indicate by notice in writing that any corporate activity undertaken by the Media Partner is not a Material Adverse Change.
- 2.7 Where the Media Partner procures a replacement guarantor or other appropriate security pursuant to the provisions of this Agreement, the following provisions will apply:
 - 2.7.1 the financial covenant of any such replacement guarantor or other appropriate security must meet or exceed the requirements of the Authority acting reasonably;
 - 2.7.2 any such replacement guarantor must enter into a deed of guarantee with the Authority on substantially the same terms as the previous guarantee or where another appropriate security is put in place, the terms of any appropriate security arrangement will be documented and on terms that are reasonably acceptable to the Authority; and
 - 2.7.3 the Authority's prior written consent will be required to any replacement guarantor or to any other appropriate security (as applicable) and the Authority will act reasonably and without delay in considering whether to give its consent.
- 2.8 The Media Partner will be regarded as being in material breach of this Agreement in the event that:
 - 2.8.1 any guarantee is or becomes invalid or otherwise unenforceable; or
 - 2.8.2 the Media Partner fails to:
 - 2.8.2.1 provide a replacement guarantee or other appropriate security from a replacement guarantor in accordance with the terms of this **clause 2**; or
 - 2.8.2.2 provide notice to the Authority of any change in Control of the Guarantor in accordance with **clause 2.2**.

3. **APPOINTMENT OF THE MEDIA PARTNER**

- 3.1 In consideration of the payment of the Fees and the proper performance by the Media Partner of its obligations under this Agreement, the Authority hereby grants the Media Partner by way of licence with effect on and from the Advertising Commencement Date and during the Term the following rights to Advertise at the Advertising Estate, subject to **clauses 3.2, 3.3** and **3.4** and as provided in this Agreement:
 - 3.1.1 subject to **clause 3.1.2**, the exclusive right to Advertise on the Advertising Estate, provided that such Advertising may only take place at Advertising Spaces approved by the Authority and in compliance with the Advertising Policy; and
 - 3.1.2 the non-exclusive rights to carry out Advertising on the Estate:
 - 3.1.2.1 in relation to Authority Advertising;
 - 3.1.2.2 as part of Sponsorship activities;

3.1.2.3 as part of any leafleting or sampling activities; and

3.1.2.4 as part of data services linked to tablet and mobile/smart phone coverage, Bluetooth, Wi-Fi services or similar,

provided that the Media Partner will not exercise any of the rights under this **clause 3.1.2** unless the Authority has given its prior written approval to such exercise, which approval the Authority may in its absolute discretion withhold. The Media Partner agrees and acknowledges that the Authority and any TfL Affiliate may exercise or authorise any third parties to exercise any of the rights detailed in **clauses 3.1.2.1 to 3.1.2.4** (inclusive) and that in no event will the Media Partner be entitled to any revenue or other payment if those rights are exercised by a person other than the Media Partner on the Estate. In the event that the Authority or any TfL Affiliate does propose to exercise or authorise any third party to exercise any such rights, the Authority will use reasonable endeavours to give the Media Partner notice of such exercise and if the Media Partner reasonably believes that the Authority's decision may materially adversely impact the Media Partner's ability to generate Gross Revenue the Media Partner may refer the matter to the Partnering Board for further discussion, provided that the Authority will be under no obligation to delay the exercise of such rights pending the outcome of such discussion.

In the event that the Authority declines a request for approval under this **clause 3.1** and the Media Partner reasonably believes that the Authority's decision may materially adversely impact the Media Partner's ability to generate Gross Revenue the Media Partner may refer the matter to the Partnering Board for further discussion, but without any obligation on the Authority to amend or revoke any such decision.

3.2 The Advertising Rights do not extend to the exercise of such rights:

3.2.1 on any cellular, radio or other audio broadcasts on the Estate;

3.2.2 on the exterior of any station, other than as approved by the Partnering Board;

3.2.3 at any car parks;

3.2.4 anywhere at Heathrow Terminal 5;

3.2.5 on any part of the Estate that is not visible and/or accessible to the public and that is used only by the Authority staff and/or contractors or sub-contractors;

3.2.6 at any roadside locations, being locations where any Advertising would be primarily visible to users of a public highway and subject to local planning consent (other than listed building consent) or where any Advertising would not generally be affixed to a station building;

3.2.7 at any area within the curtilage of retail units located on the Estate;

3.2.8 at any kiosks, photo booths, vending machines, ATMs or newspaper stands; and/or

3.2.9 on any part of the Estate and for any purpose the Partnering Board may determine by agreement to exclude from the exercise of such rights.

3.3 The Authority will retain the right to access the Estate and reserves the right to display or supply, or procure the display or supply, at any location on the Estate that is not an Advertising Space:

3.3.1 any advertising, information or promotional materials in relation to the business or activities of the Authority or any TfL Affiliate;

- 3.3.2 any advertising, information or promotional materials in relation to the business or activities of any third party where such business or activities are carried out in association with, or are supported by, the Authority or any TfL Affiliate;
 - 3.3.3 any maps or timetables or other similar material;
 - 3.3.4 any artwork, decorative friezes or other non-promotional materials; or
 - 3.3.5 any free newspapers or journals.
- 3.4 Nothing in this Agreement grants or is intended to grant a proprietary interest in or exclusive possession of the Advertising Spaces, Advertising Estate or any other part of the Estate in favour of the Media Partner or any other person.
- 3.5 Where, following the Contract Commencement Date, the Authority or any TfL Affiliate is proposing to permit Advertising (excluding Authority Advertising) other than via the Media Partner:
- 3.5.1 at any area within the curtilage of retail units located on the Estate where such Advertising is permitted to include messages which are not solely directed at the promotion of goods and/or services for sale by one or more of the retailers operating from the same area;
 - 3.5.2 on kiosks, photo booths, vending machines, ATMs or newspaper stands (with the exception of ATM screen advertising) where such Advertising is permitted to include messages which are not solely directed at the promotion of goods and/or services for sale at the same location;
 - 3.5.3 on the exterior of any station; or
 - 3.5.4 as part of any advertising, information or promotional materials in relation to the business or activity of any third party where such business or activities are carried out in association with, or supported by, the Authority or any TfL Affiliate,

the Authority will use reasonable endeavours to give the Media Partner notice of such proposal and if the Media Partner reasonably believes that the Authority's decision may materially adversely impact the Media Partner's ability to generate Gross Revenue the Media Partner may refer the matter to the Partnering Board for further discussion, provided that the Authority will be under no obligation to delay the grant of such rights pending the outcome of such discussion.

4. **DURATION**

- 4.1 This Agreement will commence on the Contract Commencement Date and will (subject to the provisions for early termination set out in this Agreement, including **clause 59**) continue for the Initial Term and after that for any extension period notified by the Authority to the Media Partner in accordance with **clause 4.2**.
- 4.2 Without prejudice to the rights of termination set out in this Agreement, the Authority will be entitled to extend the term of this Agreement by giving a minimum of six (6) months' written notice to that effect to the Media Partner prior to the date on which this Agreement would otherwise have expired. The Authority will be entitled to exercise its extension right under this **clause 4.2** on one or more occasions, provided that the aggregate duration of all such extensions will not exceed a period of two years from the expiry of the Initial Term.

5. **AGENCY**

The Authority and the Media Partner acknowledge that certain parts of the Estate are owned by TfL Affiliates. The Authority confirms and acknowledges that it is duly authorised to enter into this Agreement by and on behalf of such TfL Affiliates.

6. TRANSITION OF THE CONCESSION

- 6.1 The transition of the right to Advertise on the Advertising Estate from the Outgoing Media Partner to the Media Partner will be implemented by the parties during the Mobilisation Period in accordance with the Mobilisation Plan and this **clause 6**.
- 6.2 Not Used.
- 6.3 The parties will procure in accordance with **clause 19.2** that, with effect on and from the Advertising Commencement Date, the Media Partner will be entitled to use the Authority Equipment that the Outgoing Media Partner is entitled to use immediately prior to the Advertising Commencement Date in the exercise of the Advertising Rights.
- 6.4 The Media Partner will, at its cost and expense, ensure that it is able to commence the Advertising Activities and exercise the Advertising Rights in full in respect of all parts of the Advertising Estate on and from the Advertising Commencement Date and, without prejudice to the generality of the foregoing, the Media Partner acknowledges and agrees that it will:
- 6.4.1 implement the Mobilisation Plan in full co-operation with the Authority and all relevant third parties (including the Outgoing Media Partner);
 - 6.4.2 complete all deliverables in accordance with the timetable set out in the Mobilisation Plan;
 - 6.4.3 apply the same level of skill, care and diligence in the performance of its tasks and obligations under the Mobilisation Plan as it is required to apply in the performance of the Advertising Activities and exercise of the Advertising Rights; and
 - 6.4.4 take all actions necessary to minimise any adverse financial impact upon the Authority and any TfL Affiliate during the Mobilisation Period.
- 6.5 In respect of Existing Third Party Contracts that relate to the Advertising Rights, the Authority will, prior to the Advertising Commencement Date, make available to the Media Partner full particulars of all Existing Third Party Contracts and in respect of each Existing Third Party Contract assigned, novated or otherwise transferred to the Media Partner:
- 6.5.1 to the extent permitted by Law, the Media Partner will promptly provide such assistance as the Authority requires to determine the value of the Forward Sales Commission, which will be determined in accordance with the terms of the contract between the relevant TfL Affiliate and the Outgoing Media Partner;
 - 6.5.2 within fourteen (14) days of calculation of the Forward Sales Commission in accordance with the terms of the contracts between the relevant TfL Affiliate and the Outgoing Media Partner, the Media Partner will, if applicable, pay the Forward Sales Commission to the Authority (or, as the Authority may direct, to the Outgoing Media Partner or the relevant TfL Affiliate); and
 - 6.5.3 insofar as any payment or receipt by the Media Partner or the Outgoing Media Partner from any third party in respect of Advertising Packages relates to a period which includes time prior to and after the Advertising Commencement Date, the parties will apportion such payment or receipt on a time basis and the relevant party will promptly pay to the other party, or procure the prompt payment to the other party, of an appropriate amount in respect of such payment or receipt.
- 6.6 The Authority will use its reasonable endeavours during the Mobilisation Period to procure that, subject always to the Outgoing Media Partner or the Authority being able to obtain all necessary third party licences, consents and permissions, the Outgoing Media Partner will assign or novate the Existing Third Party Contracts to the Media Partner with effect on and from the Advertising Commencement Date and:

- 6.6.1 the Media Partner will, if so required by the Authority, provide reasonable assistance to the Authority and/or the Outgoing Media Partner to seek the licences, consents and permissions necessary for the assignment or novation to the Media Partner of the Existing Third Party Contracts;
- 6.6.2 the Authority and the Media Partner undertake to each other to comply with the terms of all licences, consents and permissions given in respect of the assignment or novation of the Existing Third Party Contracts;
- 6.6.3 insofar as any charge, outgoing or expense paid to any third party by the Media Partner or the Outgoing Media Partner in respect of Leased Equipment relates to a period which includes time prior to and after the Advertising Commencement Date, the parties will apportion such charge, outgoing or expense on a time basis and the relevant party will promptly pay to the other party, or procure the prompt payment to the other party, of an appropriate amount in respect of such charge, outgoing or expense; and
- 6.6.4 to the extent that the Authority is unable to procure the assignment or novation to the Media Partner of any Existing Third Party Contract, the Authority will notify the Media Partner and then the Media Partner will use all reasonable endeavours to obtain alternative contracts for the relevant Advertising and/or Leased Equipment (as the case may be) by no later than the Advertising Commencement Date.
- 6.7 If the Media Partner becomes aware that it is or is reasonably likely to be unable to meet or is unlikely to be able to perform any mobilisation deliverable in accordance with any timetable set out in the Mobilisation Plan then, without prejudice to any other rights or remedies of the Authority, the Media Partner will promptly notify the Authority in writing of the same, the reason for the delay and provide an estimate of when that mobilisation deliverable will be completed.
- 6.8 If the Media Partner fails to complete any mobilisation deliverable by the date specified in the Mobilisation Plan for completion of it, then (without prejudice to the Authority's rights and remedies) the Media Partner will, at its own cost, arrange such additional resources as are necessary to fulfil its obligations under the Mobilisation Plan as soon as possible after the relevant date contained in the timetable set out in the Mobilisation Plan.
- 6.9 The Media Partner will regularly review the Mobilisation Plan and whenever appropriate propose changes to the Mobilisation Plan, at the Media Partner's cost, to ensure the Media Partner is able to undertake the Advertising Activities and exercise the Advertising Rights in full on and from the Advertising Commencement Date and in accordance with the terms of this Agreement. All changes proposed by the Media Partner will be subject to the prior written approval of the Authority.
- 6.10 If at any time during the Mobilisation Period the Authority decides that the progress, activities and/or the works under the Mobilisation Plan are not sufficient or appropriate to enable the Media Partner to undertake the Advertising Activities and exercise the Advertising Rights in full on and from the Advertising Commencement Date in accordance with the terms of this Agreement, the Authority, acting reasonably, may instruct the Media Partner to revise the Mobilisation Plan and the Media Partner will, at its cost, promptly prepare and implement the required modifications.
- 6.11 The Media Partner will, as soon as practicable following the Contract Commencement Date, provide details to the Authority of the resource that it will deploy in preparing for the Advertising Commencement Date and will provide to the Authority the following for its approval:
- 6.11.1 its proposed Health and Safety Plan in accordance with **clause 51.5**, and in any event no later than six (6) weeks after the Contract Commencement Date;
- 6.11.2 a business plan for the first Financial Year in accordance with **paragraph 2 of Part 2 of Schedule 5**;

- 6.11.3 a standard format for the Register within thirty (30) days following the Contract Commencement Date;
- 6.11.4 details of the Media Partner's system for approval of Advertisements, in accordance with **clause 15.2** within sixty (60) days following the Contract Commencement Date; and
- 6.11.5 its draft procedures and method statements for the exercise of the Advertising Rights and undertaking the Advertising Activities in accordance with **paragraph 2 of Part 1 of Schedule 9** no later than ninety (90) days prior to the Advertising Commencement Date,

and, in relation to each such document, the Authority will be entitled to accept, reject or require the Media Partner to amend it (in each case acting reasonably) and, once approved by the Authority, the Media Partner will comply with and use the relevant document, subject only to any changes which are agreed by the Authority in writing from time to time. If the parties have not agreed the proposed Health and Safety Plan by the date falling eight (8) weeks after the Contract Commencement Date, then the Authority may require the Media Partner to comply with such health and safety plan as is notified to the Media Partner in writing, which will be the Health and Safety Plan for the purposes of this Agreement. If the parties have not agreed any of the standard format for the Register, the standard format for the business cases, the Media Partner's system for approval of Advertisements or the draft procedures and method statements before the Advertising Commencement Date, then the Authority may require the Media Partner to comply with such format or procedures and method statements as are notified to the Media Partner in writing. Any approved or required draft procedures and method statements will be Agreed Procedures and Method Statements for the purposes of this Agreement.

- 6.12 The Media Partner will, within three (3) calendar months from the Contract Commencement Date (and in any event no less than three (3) calendar months or such lesser period as may be agreed prior to the Advertising Commencement Date) draw up (and will thereafter maintain and update) its own internal plans for the performance of its obligations under this Agreement, relating to:
 - 6.12.1 implementation;
 - 6.12.2 service management;
 - 6.12.3 security/disaster recovery;
 - 6.12.4 training;
 - 6.12.5 quality; and
 - 6.12.6 asset renewal,

each in accordance with the Advertising Estate Management Programme described in **paragraph 2 of Part 1 of Schedule 3**. The Media Partner will provide copies of the above plans (or any amendments thereto) to the Authority on request.

7. **EXERCISE OF ADVERTISING RIGHTS**

- 7.1 The Media Partner will exercise the Advertising Rights and perform the Advertising Activities in respect of all of the Advertising Estate on and from the Advertising Commencement Date in accordance with the terms of this Agreement. In exercising the Advertising Rights and undertaking the Advertising Activities, the Media Partner will at all times ensure compliance with its specific obligations under this Agreement and will:
 - 7.1.1 ensure compliance with the Advertising Strategy;
 - 7.1.2 use the highest standards of skill, care and diligence in accordance with best industry practice in the advertising industry and the transport industry as applicable in the exercise of its rights and/or the performance of its obligations;

- 7.1.3 maintain the Advertising Estate (including the Advertising Equipment) in good condition at all times, including the maintenance, repair and/or replacement of the Advertising Equipment. In relation to the replacement of any Advertising Equipment:
- 7.1.3.1 in the ordinary course of operations, the Media Partner will bear the cost of such replacement, provided that where the replacement is provided with the benefit of any product warranty or guarantee held by the Authority or a TfL Affiliate, the Authority will make available the benefit of such warranty or guarantee to the Media Partner to the extent it is able to do so; or
 - 7.1.3.2 where the Authority has insurance covering the costs of such replacement, the Media Partner will bear the cost of such replacement provided that the Authority will make available to the Media Partner any insurance proceeds received by the Authority in relation to such replacement cost; or
 - 7.1.3.3 other than as set out in **clauses 7.1.3.1** and **7.1.3.2**, the replacement will be the subject of a Capex Proposal to be agreed by the Partnering Board under **Schedule 5** in which event the terms relating to that Capex Proposal will apply;
- 7.1.4 exercise its rights and perform its obligations in compliance with all requirements of all Laws (including any Laws which may become applicable to the exercise of its rights and/or performance of its obligations), and not exercise its rights or perform its obligations in a manner that would cause the Authority or any TfL Affiliate to breach any Laws. The Media Partner will promptly notify the Authority if the Media Partner is required to make any change to any of its policies or procedures for the purposes of complying with its obligations under this **clause 7.1.3**;
- 7.1.5 comply with all relevant Authority Standards;
- 7.1.6 support the Authority and relevant TfL Affiliates in complying with and maintaining their statutory obligations relating to the Estate (including, where applicable, the Railway Safety Certificate and ROGS);
- 7.1.7 co-operate fully with the reasonable instructions of the Authority's personnel and personnel of the Authority Contractors having authority to give such instructions;
- 7.1.8 obtain at its own expense all licences, powers, approvals, permissions, permits, certificates, authorisations and consents necessary to exercise its rights and perform its obligations hereunder;
- 7.1.9 minimise the entering into of agreements with Commercial Clients for consideration other than money, and if such agreements are entered into, account for the consideration received at Gross Revenue level at a fair market value (other than with the Authority's prior written approval) and in any event report details of all such agreements at the Finance Forum;
- 7.1.10 comply with the terms of agreements with Commercial Clients;
- 7.1.11 in relation to the payment of credits to Commercial Clients:
- 7.1.11.1 mitigate the payment of credits; and
 - 7.1.11.2 take steps to avoid the payment of excessive credits; and
 - 7.1.11.3 report to the Finance Forum details of all credits paid (including details of the Commercial Client, the amount of such credits, the

reason for the payment and the steps taken to mitigate such payment);

- 7.1.12 do all other things necessary to exercise the Advertising Rights in respect of all areas of the Estate with effect on from the Advertising Commencement Date, including providing all equipment and materials necessary for the exercise of the Advertising Rights;
 - 7.1.13 maintain the Register;
 - 7.1.14 maintain an effective quality assurance programme in accordance with **clause 51**;
 - 7.1.15 use only procedures and methods that comply with the Agreed Procedures and Method Statements;
 - 7.1.16 ensure that all Media Partner Personnel hold all relevant identification and certification required under **clause 22.3.6** and meet the conditions of **clause 22.3**;
 - 7.1.17 comply with the provisions of **Schedule 9**; and
 - 7.1.18 comply with the relevant Requirements applicable to the part of the Estate on which the Advertising Activities are taking place and any other requirements that the Authority and/or a Tfl Affiliate may (acting reasonably) specify from time to time.
- 7.2 The Media Partner will actively seek to significantly improve and maximise the revenue generated from Advertising and Advertising Opportunities from the exercise of the Advertising Rights on the Estate, including by:
- 7.2.1 working in conjunction and co-operation with the Partnering Board and the Working Groups;
 - 7.2.2 seeking out new advertising spaces and locations, and new Advertising Opportunities and Innovations; and
 - 7.2.3 providing advice and consultation to the Authority, using the highest professional standards of skill and care, in relation to the exploitation of Advertising on the Estate or any extension of the Estate, the development and exploitation of new Advertising Opportunities and Innovations, the introduction of new Advertising Spaces on the Estate and new locations, any changes to Advertising Spaces, the modernisation of the locations or any other aspect of the Advertising Estate, and any other advice as the Authority or the Partnering Board may reasonably require.
- 7.3 The Authority will provide to the Media Partner:
- 7.3.1 passenger information;
 - 7.3.2 traffic information; and
 - 7.3.3 marketing information,
- in the Authority's possession and control in relation to the Estate to assist the Media Partner in exploiting the Advertising Rights, in such form and to such extent as the Authority will determine.
- 7.4 Subject to the Media Partner complying with the terms of this Agreement (including the Access Procedures), it will, to the extent strictly necessary for the performance of the Advertising Activities, be granted with access to:
- 7.4.1 the Estate in accordance with **Schedule 9**;

- 7.4.2 the Authority Equipment in accordance with **clause 6.3**; and
- 7.4.3 to the extent applicable, such equipment, structures and/or displays owned by or which will transfer to the Authority under the terms of its contract with an Outgoing Media Partner in accordance with **clause 19.2.1**,

together the "**Access Requirements**". If the Media Partner's performance of the Advertising Activities is prevented or delayed by the Authority denying the Media Partner the Access Requirements outside of the Authority's rights under this Agreement (except where the Authority is unable to provide such access due to an act or omission of the Media Partner) ("**Access Default**") and the Media Partner is unable to implement a workaround solution that is reasonable in the circumstances, then provided that the Media Partner immediately notifies the Authority and the Authority's Contract Manager of the Access Default and takes all steps necessary to perform or resume performance of the affected Advertising Activities as soon as the Access Default is remedied, the Media Partner will not, subject to **clause 7.5**, be liable:

- 7.4.4 to pay any Liquidated Damages to the Authority to the extent that it is prevented by such Access Default from meeting the relevant Performance Standard; and
 - 7.4.5 for any costs incurred by the Authority arising solely from a delay in the performance of such Advertising Activities caused by the Access Default.
- 7.5 Nothing in **clause 7.4** will relieve the Media Partner from any liability arising prior to any Access Default or for any failure to comply with its obligations under this Agreement (including the Performance Standards) that it is not prevented from complying with by such Access Default.

7.6 The Authority and the Media Partner will comply with the provisions of **Schedule 23**.

8. **PERFORMANCE STANDARDS**

- 8.1 In exercising the Advertising Rights and undertaking the Advertising Activities, the Media Partner will at all times comply with the Performance Standards and seek to exceed the Performance Standards wherever possible.
- 8.2 The provisions of **Schedule 3** will apply and the parties will comply with their respective obligations thereunder.

9. **DEFAULTS AND RECTIFICATION**

- 9.1 If a Default occurs or is likely to occur then the Media Partner will promptly remedy that Default and take all necessary action to prevent that Default from recurring or occurring (as applicable). The Media Partner will maintain a log of all Defaults arising, the actions taken by the Media Partner to remedy the Defaults and the time period in which the Default was remedied. The Media Partner will provide an up-to-date and accurate copy of such log to the Authority on request.
- 9.2 If at any time a Material Default occurs or the Media Partner or any Media Partner Personnel becomes aware that a Material Default is likely to occur, then the Media Partner will, in each case without cost to the Authority, and immediately upon it becoming aware of such Material Default or anticipated Material Default:
 - 9.2.1 notify the Authority in writing of the nature and extent of that Material Default, its anticipated impact on the Advertising Activities, its root cause and the Media Partner's proposed rectification plan in respect of that Material Default ("**Rectification Plan**"). All Rectification Plans will (unless otherwise agreed in writing by the Authority) require the Media Partner to deploy all additional resources and take all remedial action that is necessary to rectify the relevant Material Default (provided the failure in question is remediable) and to prevent it from recurring;

- 9.2.2 amend the proposed Rectification Plan to reflect all of the Authority's comments and so as to require the Media Partner to take any additional steps the Authority may require and then implement the amended Rectification Plan as soon as possible;
 - 9.2.3 if the Authority so requests, procure that the member of the Media Partner Personnel who is responsible for rectifying the relevant Material Default is available to discuss the matter with the Authority;
 - 9.2.4 if the Authority so requests permit the Authority (or its representatives) to attend operational meetings to the extent that they relate to the planning and implementation of the Rectification Plan;
 - 9.2.5 report to the Authority on a reasonably appropriate basis given the nature of the Material Default and Rectification Plan and, in any event no less than weekly, on the Media Partner's progress against the Rectification Plan implemented by it; and
 - 9.2.6 promptly notify the Authority in writing of any non-trivial changes required to the Rectification Plan from time to time and the reasons for those changes, all such changes to be subject to the Authority's prior written consent.
- 9.3 If the Media Partner fails to carry out any of the matters referred to in **clauses 9.2.1 to 9.2.6** the Authority may do so and the Media Partner will provide and permit the use by the Authority and any nominated third party of the Media Partner's assets, equipment and personnel.
- 9.4 All of the Media Partner's costs in developing and implementing a Rectification Plan will be met by the Media Partner.
- 9.5 If:
- 9.5.1 the Media Partner fails to fully, effectively and promptly implement any Rectification Plan that it is required to implement pursuant to **clause 9.2** in all material respects in accordance with its terms;
 - 9.5.2 the Media Partner fails to promptly produce a reasonable Rectification Plan when it is required to do so pursuant to **clause 9.2**; and/or
 - 9.5.3 any underlying cause which a Rectification Plan should have avoided recurs more than once,

then the Authority may terminate this Agreement pursuant to **clause 39.2.5**.

10. FEES AND FINANCIAL PROVISIONS

- 10.1 In consideration of the grant of the Advertising Rights, the Media Partner will pay the Fees to the Authority in accordance with **Schedule 4** and the provisions of this **clause 10**.
- 10.2 Without prejudice to the provisions of **clause 27**, the Media Partner will maintain accounting books and records in accordance with good accountancy practice and establish and maintain financial control and procedures in accordance with the Financial Controls Plan. The Media Partner will comply with **Schedule 21**.
- 10.3 The Media Partner will provide the Authority with open book accounting and will, in the Financial Report to be delivered in accordance with **Schedule 4** and/or in such format as the Authority may specify from time to time, and whenever requested by the Authority, provide the Authority with details and supporting evidence of:
- 10.3.1 the Media Partner's costs in meeting its obligations under this Agreement; and
 - 10.3.2 how the Fees have been calculated,

together with such other information as the Authority may reasonably require to satisfy itself as to the Media Partner's compliance with this Agreement.

- 10.4 Any sum payable under this Agreement will be exclusive of any VAT which may be chargeable and, where chargeable, will be payable in addition to the sum in question at the rate for the time being prescribed by Law on delivery of a valid VAT invoice. Each party will provide the other with any appropriate VAT invoices as required for the purposes of this Agreement.
- 10.5 Where a party is required by the terms of this Agreement to reimburse or indemnify the other party for any cost, expense or other liability, the relevant party will reimburse or indemnify the other party for the full amount of such cost, expense or liability, including such part thereof as represents VAT, save to the extent that the other party is entitled to credit or repayment in respect of such VAT from HM Revenue and Customs.
- 10.6 The Media Partner will:
- 10.6.1 promptly provide:
- 10.6.1.1 written notice to the Authority in the event that any supply made under this Agreement by the Media Partner to the Authority, and/or by the Authority to the Media Partner, is for non-monetary consideration (in addition to the payment of the Fees) for the purpose of paragraph 8.7 of VAT Notice 700 ("**Barter Consideration**"); and
- 10.6.1.2 all supporting information required to demonstrate the Barter Consideration and such other information the Authority may reasonably request from time to time in respect of the Barter Consideration; and
- 10.6.2 comply with Tfl's requirements in relation to the exchange of valid VAT invoices in respect of any Barter Consideration, including the issue of any revised VAT invoices as may be required to reflect any determination by HM Revenue and Customs.

The parties acknowledge and agree that no additional payments will be due from or to either party in respect of the Barter Consideration or any VAT in respect thereof.

- 10.7 If any sum payable under this Agreement is not paid by the paying party when due (including any disputed sum which is subsequently agreed or determined to be payable) then, without prejudice to the other party's other rights under this Agreement, that sum will bear interest from the due date for payment until payment is made in full both before and after any judgment, at two (2) percent per annum over the Bank of England base rate from time to time.
- 10.8 The Authority will have the right to audit the Media Partner's compliance with the provisions of this **clause 10** and **Schedule 4** at any time in accordance with **clause 27** of this Agreement.

11. **CAPITAL EXPENDITURE**

The provisions of **Schedule 8** will apply in relation to Capex Proposals and Capex Opportunities and the parties will comply with the provisions thereof.

12. **CDM REGULATIONS**

- 12.1 Unless the Authority notifies the Media Partner that in respect of a specific project (as it may decide) the Authority (or another person) will be the client for that project for the purposes of the CDM Regulations and Building Regulations, then by entering into this Agreement, the Media Partner agrees, for the purposes of regulation 4(8) of the CDM Regulations and regulation 11A of the Building Regulations, to be treated as the only client

in respect of the Advertising Activities. The Authority agrees to the Media Partner's election to be treated as the only client.

12.2 To the extent that the CDM Regulations and/or Building Regulations apply to the Advertising Activities, the Media Partner will:

12.2.1 comply with its obligations as the client under the CDM Regulations and Building Regulations;

12.2.2 procure that the Media Partner Personnel comply with their obligations and duties under the CDM Regulations and Building Regulations;

12.2.3 procure that designers and contractors for the purposes of the CDM Regulations and Building Regulations comply with their obligations in the CDM Regulations and Building Regulations; and

12.2.4 procure that where required by the CDM Regulations, full details of the Advertising Activities are given to the Health and Safety Executive in accordance with regulation 6 of the CDM Regulations.

12.3 The Media Partner will at all times co-operate, so far as is reasonably practicable, with all persons having health and safety responsibilities on or adjacent to the Estate, including any principal contractor and principal designer (as such terms are defined in the CDM Regulations) for the effective discharge of those responsibilities.

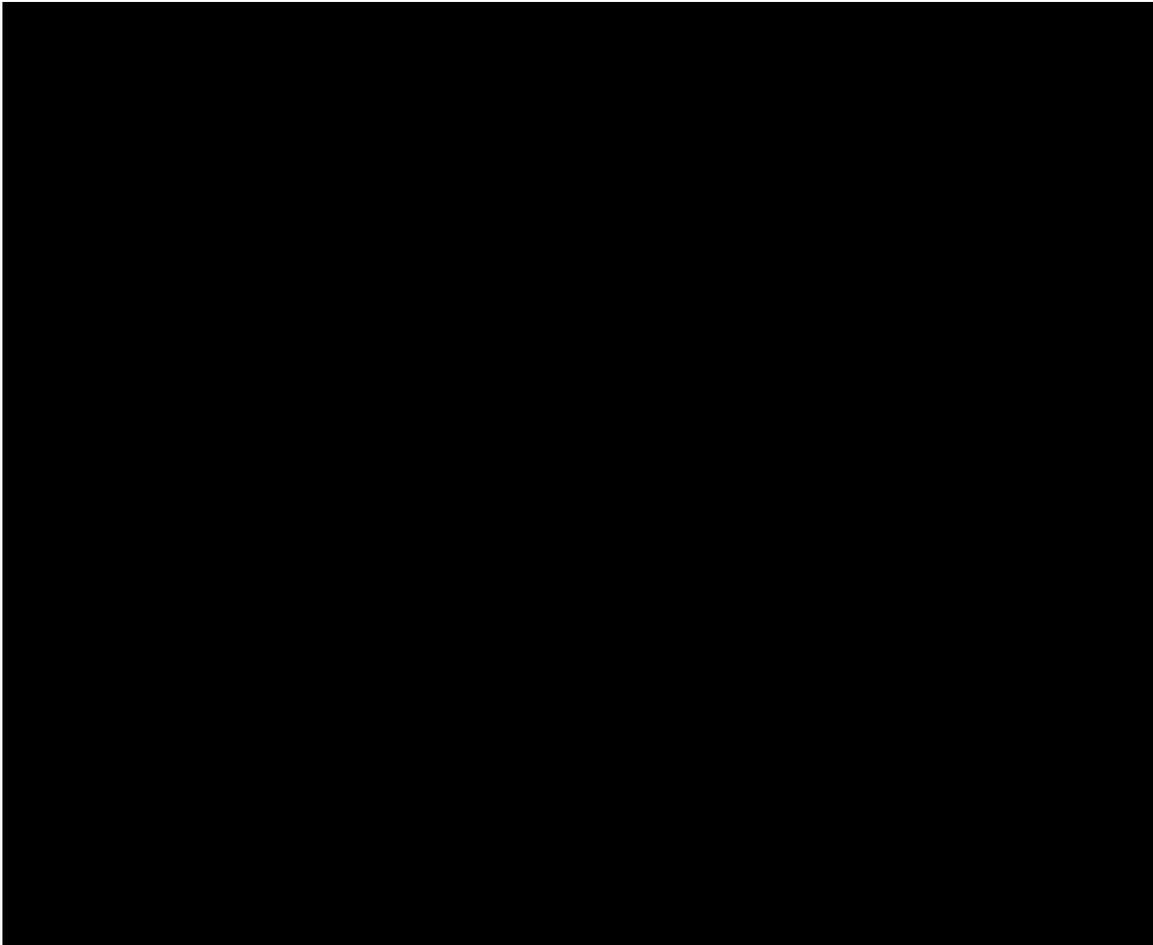
12.4 The Media Partner will, to the extent that it is in control of the Estate or any part of it within the meaning of Section 4 of the Health and Safety at Work etc. Act 1974, keep the Estate (or any part of the Estate that is in the Media Partner's control), any access and egress, safe and without risk to the health of persons using it.

13. **AUTHORITY ADVERTISING AND PUBLICITY**

13.1

13.2

13.3



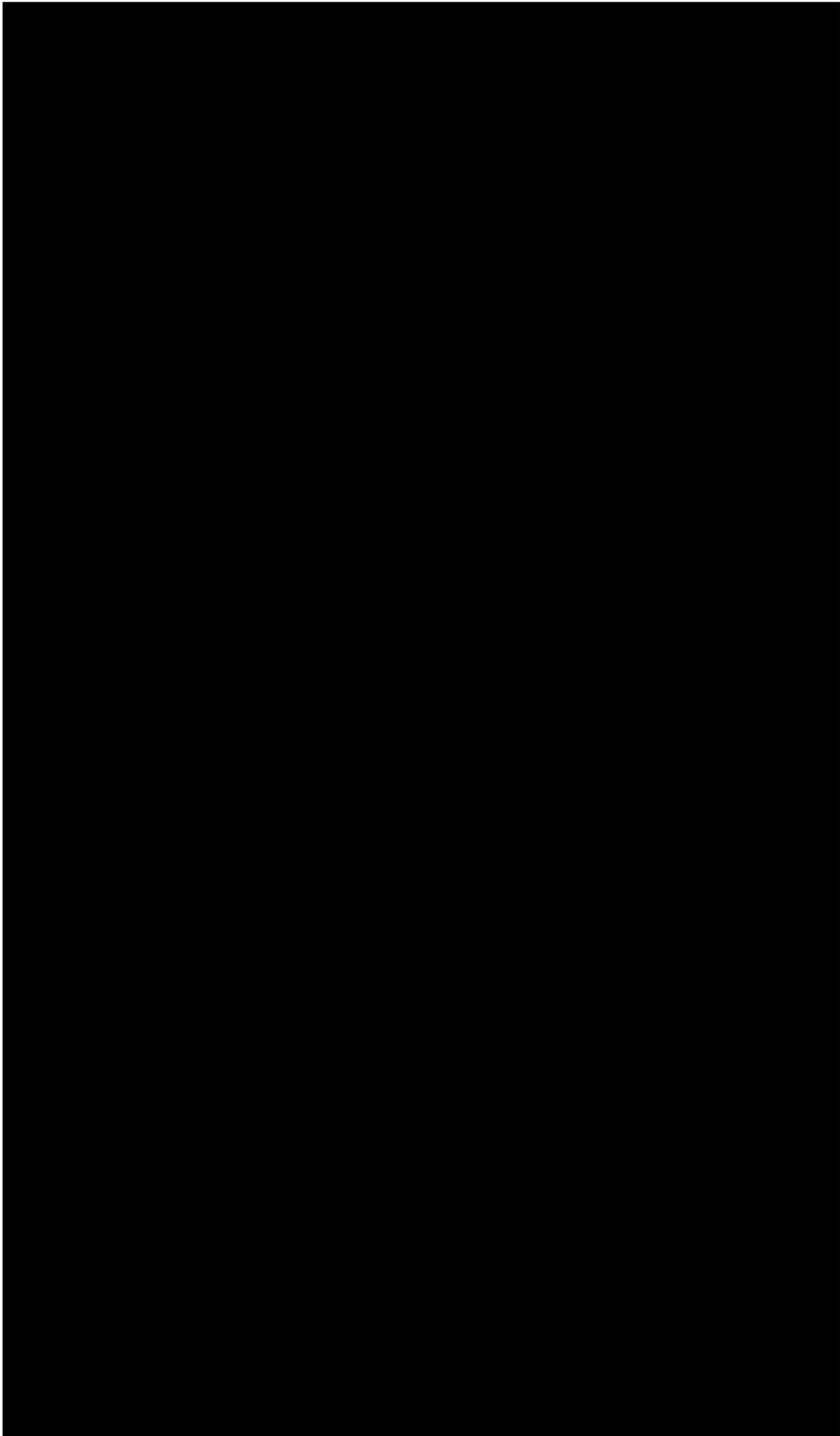
13.4

13.5

13.6

13.7

13.8

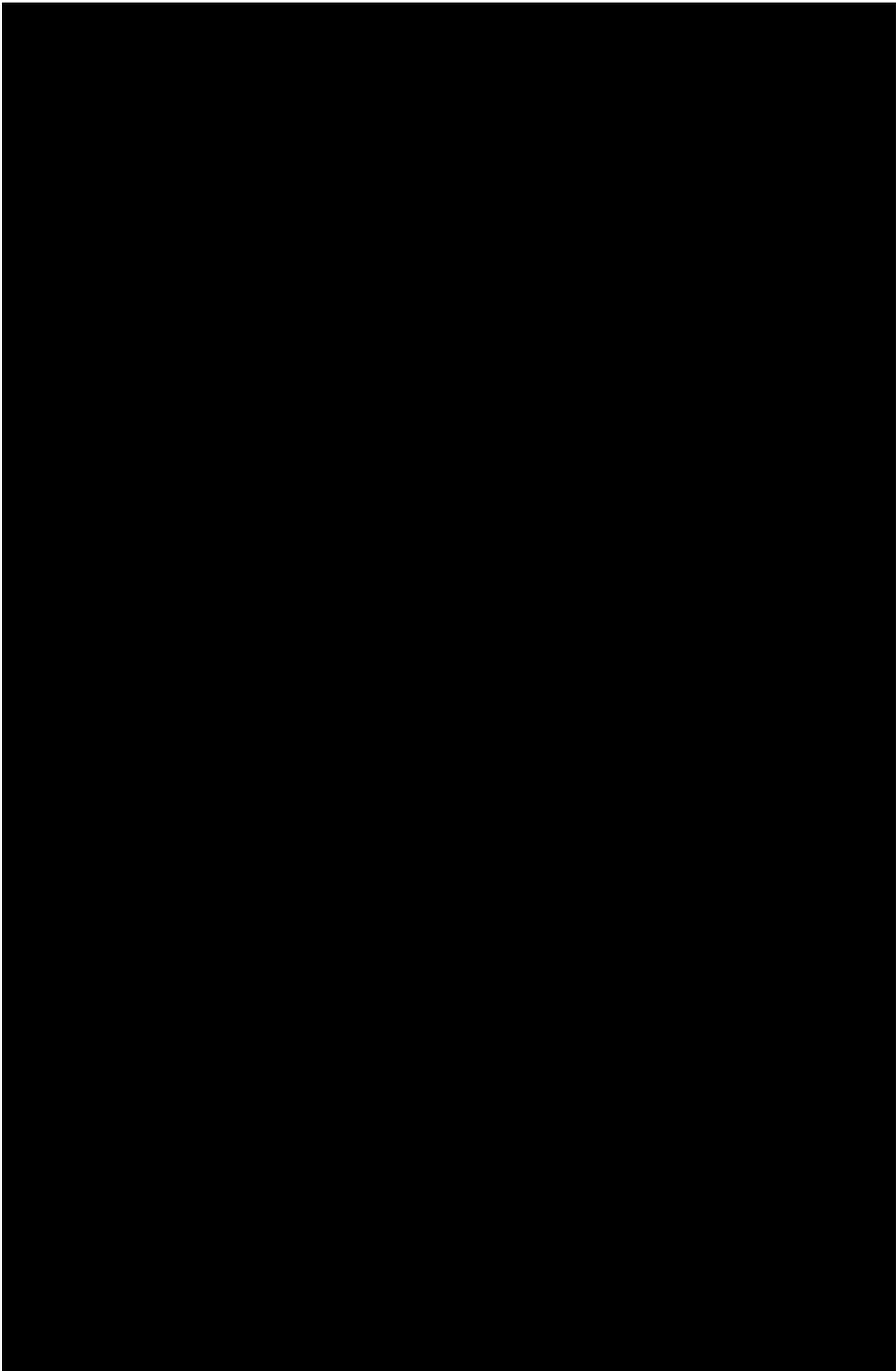


13.9

13.10

13.11

13.12



14. **GOVERNANCE AND PARTNERING**

- 14.1 The Media Partner and the Authority will on and from the Contract Commencement Date manage and operate this Agreement, the development and exercise of the Advertising Rights, and the performance of the Advertising Activities under this Agreement in accordance with the Advertising Strategy and their respective obligations set out in **Schedule 5**.
- 14.2 The Media Partner and the Authority severally undertake to use their reasonable endeavours to ensure that a quorum is present to transact business at meetings of the Partnering Board and Working Groups throughout the Term.

15. **ACCEPTANCE OF ADVERTISEMENTS FOR DISPLAY**

- 15.1 The Media Partner will be responsible for examining and approving all Advertisements which are displayed on the Advertising Estate prior to the display of such Advertisements and for ensuring that any Advertisements and Seasonal Messaging that are approved by it:
- 15.1.1 comply with the relevant approvals issued by the Authority in force from time to time under **clause 15.4**;
 - 15.1.2 comply with the Advertising Policy; and
 - 15.1.3 are not expressly banned from display by the Authority from time to time.
- 15.2 The Media Partner will demonstrate before the Advertising Commencement Date that it has in place a system for the approval of Advertisements which will ensure that it is able to meet its obligations under **clause 15.1** and will maintain such system throughout the Term.
- 15.3 The Media Partner will (acting reasonably) promptly bring to the attention of the Authority any Advertisement where it is in doubt whether such Advertisement complies with the Advertising Policy. The Authority will use reasonable endeavours to provide the Media Partner with its response as soon as is reasonably practicable.
- 15.4 Without prejudice to the generality of **clause 15.3**, if the Media Partner wishes to display any Advertisement other than a poster or a digital display in a format approved by the Authority, it will seek the Authority's prior written approval. In deciding whether to grant approval, the Authority will be entitled to take into account potential adverse impacts on its passengers or other rail, road or transport users or its ability to carry out maintenance works or any other reasonable considerations it sees fit.
- 15.5 The Authority will be entitled in its sole discretion to prohibit the display of, or require the removal of, any Advertisement that it reasonably considers to be contrary to its interests or those of any TfL Affiliate, notwithstanding that such Advertisement complies or complied with the Advertising Policy immediately prior to its prohibition under this **clause 15.5** or that it may have been approved by the Authority under **clause 15.4** above.
- 15.6 Subject to any obligation of confidentiality that the Authority is required to comply with, the Authority will use reasonable endeavours to:
- 15.6.1 notify the Media Partner as soon as reasonably practicable upon becoming aware of any significant change to the Advertising Policy that is anticipated to result from a proposed direction of the Mayor of London to TfL; and
 - 15.6.2 give a minimum of six (6) months' written notice to the Media Partner of any significant change to the Advertising Policy resulting from a direction of the Mayor of London to TfL. The Media Partner will comply with any change to the Advertising Policy on expiry of the notice period confirmed by the Authority.

This **clause 15.6** will not apply to any other changes to the Advertising Policy, including changes required to comply with any rulings of the Advertising Standards Authority.

15.7 The Media Partner will be responsible, at its own cost, for promptly removing forthwith any Advertisement that it has accepted if it subsequently comes to or is brought to its attention that such Advertisement does not comply with the Advertising Policy or if the Authority requires the Media Partner to remove or withdraw such Advertisement in accordance with **clause 15.5**. The Media Partner will remove or withdraw any such Advertisement forthwith and, in any event, no later than three (3) days (or such longer period as agreed by the Media Partner and the Authority, each acting reasonably), after the earlier of the date on which it comes to the Media Partner's attention that the Advertisement does not comply with the Advertising Policy or the date on which the Authority requires the Media Partner to remove or withdraw the Advertisement.

16. **AGREEMENTS WITH THIRD PARTIES**

16.1 The Media Partner will act as principal when entering into agreements in the exercise of the Advertising Rights, including agreements with third parties in relation to Advertisements, Advertising Packages and the Media Partner's Leased Equipment.

16.2 The Media Partner will ensure that the terms of any of its agreements with third parties relating to Advertising at the Estate are consistent with the Authority's rights and the Media Partner's obligations under this Agreement. In particular:

16.2.1 the Media Partner will ensure that the relevant third party is required, at the Authority's request, to enter into a novation with the Authority or the Incoming Media Partner in the event that this Agreement expires or is terminated; and

16.2.2 the Media Partner will ensure that, in relation to agreements with third parties for Leased Equipment (but excluding the Media Partner Software), the relevant agreement can be novated to the Incoming Media Partner or to the Authority or to a third party provider of finance; and

16.2.3 without prejudice to **clause 41.1.2.2**, if this Agreement is due to expire or terminate during the currency of a proposed new agreement with a third party relating to Advertising at the Estate, the Media Partner will only enter into such agreement having obtained the Authority's prior written consent (not to be unreasonably withheld or delayed) and on terms that are acceptable to the Authority.

16.3 The Media Partner will provide to the Authority:

16.3.1 a summary of any written agreements (including individual orders and 'Surco'/surcharge commission agreements) with Commercial Clients (including Commercial Clients who are agents) that the Media Partner has entered into or proposes to enter into, where:

16.3.1.1 all or part of the consideration from the Commercial Client is non-monetary, and in relation to such agreements, the approximate value of the non-monetary consideration; and

16.3.1.2 any part of the agreement relates to areas other than the Estate, and in relation to such agreements, the value of the consideration receivable under such agreement by the Media Partner which is being attributed by the Media Partner to the Estate and included in the Gross Revenue; and

16.3.2 details of any significant variations to its standard terms and conditions of business for Advertisements on the Estate, of which it will also notify the Authority from time to time.

Such information will be made available by the Media Partner to the Authority in such format as reasonably required by the Authority. In addition, the Media Partner will summarise and report on such information at the next Finance Forum meeting between the Media Partner and the Authority.

16.4 The Media Partner will provide to the Authority immediately upon request a copy of its standard pricing (or equivalent) and its standard terms and conditions of business for Advertisements on the Estate and such of its promotional materials as the Authority may request.

17. **COMPLAINTS ABOUT ADVERTISEMENTS**

17.1 The Media Partner will promptly provide to the Authority’s Contract Manager details of complaints it has received from any source whatsoever in relation to the Advertisements it has displayed or made available on the Estate, along with details of its responses (if any) to such complaints (together “**Complaint Details**”). The Media Partner will also provide the Complaint Details to the Authority not less than ten (10) Business Days in advance of each Operations Working Group meeting and at such Operations Working Group meeting between the Media Partner and the Authority.

17.2 Where the Authority reasonably believes that the Media Partner has failed to handle any complaint satisfactorily and/or the Authority’s interests or reputation or those of any TFL Affiliate will or may be affected by the complaint, then if the Authority so requests, the Media Partner will:

17.2.1 consult with and take into consideration any comments of the Authority; and/or

17.2.2 obtain the Authority’s prior written consent,

in each case, in respect of any proposed response to such complaint, proposed communication with such complainant and/or proposed resolution of such complaint.

17.3 In order to afford the parties greater protection against complaints about Advertisements the Media Partner will actively participate in any appropriate industry bodies in which the Authority might reasonably require it to participate and/or in which the Media Partner considers its participation is prudent.

18. **UNSOLD AND UNUSED ADVERTISING SPACES**

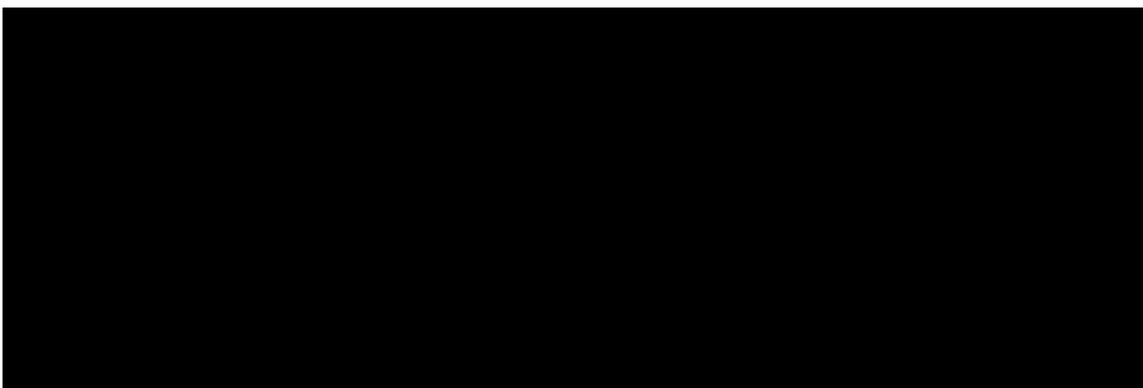
18.1 Without prejudice to the Media Partner’s obligations under **clause 7.2**, it is recognised that from time to time there may be Advertising Spaces on the Estate:

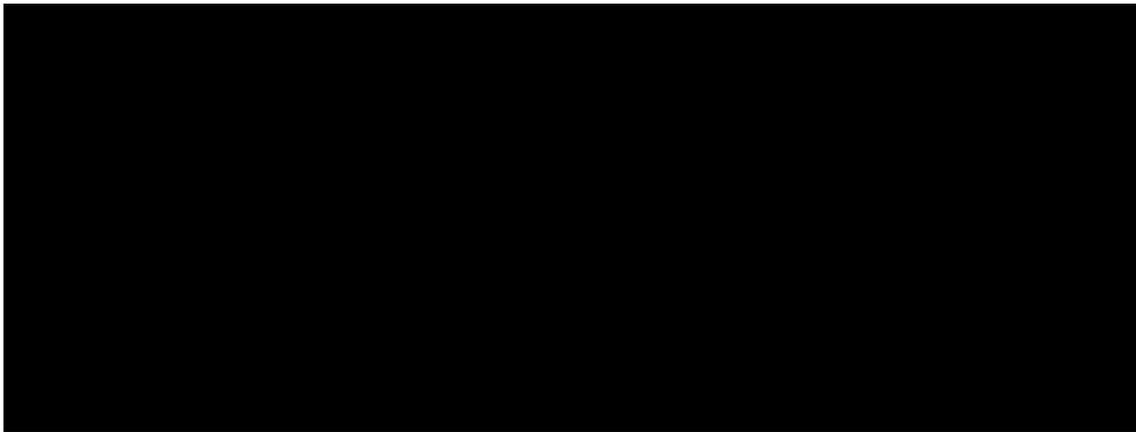
18.1.1 that are not subject to agreements with Commercial Clients, whether or not such Advertising Spaces are carrying out-of-date Advertisements (“**Unsold Advertising Spaces**”); or

18.1.2 in relation to which the Media Partner temporarily or permanently does not intend to seek to create third party income, whether or not such Advertising Spaces are carrying out-of-date Advertisements (“**Unused Advertising Spaces**”),

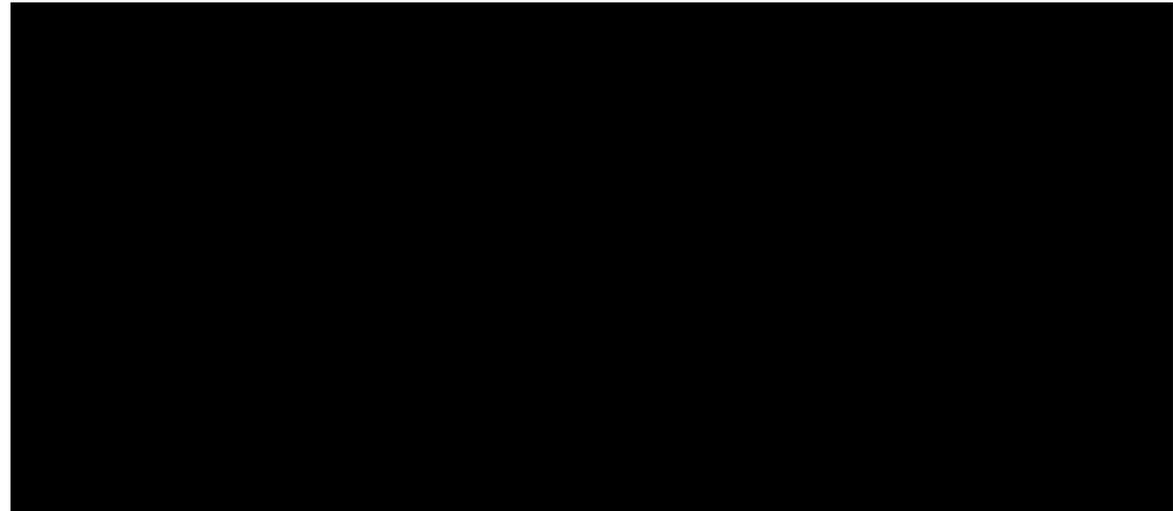
and without prejudice to its obligations under the Performance Standards in relation to cleaning and maintenance, the Media Partner will ensure that Unsold Advertising Spaces and Unused Advertising Spaces are dealt with in accordance with this **clause 18**.

18.2





18.3



18.4

19. OWNERSHIP AND USE OF EQUIPMENT

19.1 The Media Partner will at all times comply with the Performance Standards in respect of all Equipment used in the exercise of the Advertising Rights and the performance of the Advertising Activities.

19.2 In relation to Equipment used by or available for use by the Outgoing Media Partner immediately prior to the Advertising Commencement Date:

19.2.1 where any such Equipment is owned by or will transfer to the Authority under the terms of its contract with an Outgoing Media Partner, the Authority will permit the Media Partner to use such Equipment in the exercise of the Advertising Rights on and from the Advertising Commencement Date or the date on which such Equipment transfers to the Authority, if later (in which event such Equipment will be the Authority Equipment);

19.2.2 where any such Equipment is owned by an Outgoing Media Partner and will not transfer to the Authority under the terms of its contract with such Outgoing Media Partner, the Authority will use reasonable endeavours to negotiate a purchase price for such Equipment with the Outgoing Media Partner. If the Outgoing Media Partner agrees to sell such Equipment, the Authority will inform the Media Partner of the Outgoing Media Partner’s required purchase price and the Media Partner will confirm if it wishes the Authority to proceed with the purchase. If the Media Partner confirms it wishes the Authority to proceed, the Authority will purchase such Equipment from the Outgoing Media Partner and the Media Partner will pay to the Authority the purchase price of such Equipment and any associated costs incurred by the Authority in purchasing such Equipment and making it available to the Media Partner within ten (10) days of such purchase and such Equipment will be the Authority Equipment from the date of purchase;

- 19.2.3 where any such Equipment is leased by an Outgoing Media Partner **clause 6.6** will apply; and
- 19.2.4 where such Equipment is under the possession, ownership and/or control of an Authority Contractor, the parties acknowledge that such Equipment will remain under the possession, ownership and/or control of the relevant Authority Contractor. The Authority will procure that such Authority Contractor will permit the Media Partner to use such Equipment in the exercise of the Advertising Rights (or arrange its removal from the Estate) and the Media Partner will indemnify the Authority in full against any Losses arising from such use by the Media Partner or Media Partner Personnel.
- 19.3 Other than any Authority Equipment provided by the Authority under **clauses 19.2.1** or **19.2.2**, the Authority will have no obligation to provide the Media Partner with any Equipment to enable the Media Partner to exercise the Advertising Rights and undertake the Advertising Activities other than Equipment funded by the Authority under a Capex Project. All other Equipment required by the Media Partner will be provided by and be the responsibility of the Media Partner.
- 19.4 Where the Media Partner wishes to purchase any Equipment (excluding Screens) for use on the Estate (and such purchase is not the subject of a Capex Proposal), save where the parties have expressly agreed otherwise in writing, the Media Partner may do so only on the condition that the Media Partner will write the cost of the relevant Media Partner Equipment down in accordance with the Agreed Amortisation Policy and upon expiry or termination of this Agreement:
- 19.4.1 if its written down value is nil, the Media Partner will assign or transfer the relevant Media Partner Equipment (but excluding any Media Partner Software removed in accordance with **clause 42.2.5.3**) to the Authority or to the Incoming Media Partner at no cost to the Authority; or
- 19.4.2 if its written down value is not nil, the Authority will have the option to purchase the relevant Media Partner Equipment (but excluding any Media Partner Software removed in accordance with **clause 42.2.5.3**) at its written down value and/or to novate the relevant purchase agreement to the Incoming Media Partner or to a third party provider of finance.
- 19.5 Where the Media Partner wishes to lease any Media Partner Equipment, subject as provided below, it may do so only on the condition that the Media Partner will afford the Authority a reasonable opportunity to review and approve (such approval not to be unreasonably withheld or delayed) the relevant Leasing Document prior to signature and that the Leasing Document to be concluded by the Media Partner:
- 19.5.1 is concluded on reasonable rental terms in accordance with normal commercial practice based on fair market value for the asset and not at an overvalue;
- 19.5.2 includes a right for the Media Partner to require novation of the Leasing Document to the Authority or to the Incoming Media Partner;
- 19.5.3 includes a right for the Media Partner and the Authority to purchase the relevant Media Partner Equipment on reasonable terms in accordance with normal commercial practice at any time;
- 19.5.4 includes a right for the Media Partner to remove the Media Partner Equipment from the Estate in the circumstances described in **clauses 18, 20** and **41**; and
- 19.5.5 includes all maintenance terms for the relevant Media Partner Equipment,
- in which case the relevant Media Partner Equipment will be Leased Equipment in which the Media Partner has an interest under the Leasing Document for the purposes of this Agreement, provided that the Media Partner will write down appropriate elements of the cost of the relevant Media Partner Equipment in its books in accordance with the Agreed Amortisation Policy and, upon expiry or termination of this Agreement, the provisions of **clause 19.4** will apply to this Agreement as if such Leased Equipment was owned outright

by the Media Partner. Where the Media Partner wishes to lease any Media Partner Equipment on terms that will extend beyond the expiry of this Agreement, it will only do so with the prior written consent of the Authority, which may be withheld by the Authority in its absolute discretion.

- 19.6 Without prejudice to **clauses 19.2.4** and **19.5.4**, the Media Partner will not be entitled to remove or dispose of any Advertising Equipment used on the Estate without the prior written consent of the Authority's Contract Manager.
- 19.7 Subject to any third party rights in the Leased Equipment, legal and beneficial ownership in:
- 19.7.1 all Authority Equipment will vest in the Authority at all times; and
- 19.7.2 all Media Partner Equipment will vest in the Media Partner at all times, unless otherwise agreed in writing between the Authority and the Media Partner.
- 19.8 The Media Partner will ensure that all Media Partner Equipment and Future Equipment supplied by or on behalf of the Media Partner and located on the Estate will:
- 19.8.1 conform with the specification provided to and agreed by the Authority (acting reasonably) and any additional requirements agreed with the Authority;
- 19.8.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 (as amended)), including any purpose held out by the Media Partner or made known to the Media Partner by the Authority;
- 19.8.3 be free from defects in design, materials and workmanship; and
- 19.8.4 be so formulated, designed, constructed and finished as to be safe and without risk to health, person or property.
- 19.9 The Media Partner will use the Advertising Equipment correctly and in accordance with the manufacturer's guidelines and any applicable warranty.
- 19.10 Risk in the Advertising Equipment will be with the Media Partner at all times. If any damage is caused at any time to any of the Advertising Equipment or any part thereof the Media Partner will promptly repair such damage or replace such Advertising Equipment as the case may be. The cost of any repair will be borne solely by the Media Partner unless the damage is solely caused by the Authority or any TfL Affiliate (or by any Authority Contractor), in which case the Authority will at its option either make good such damage or require the Media Partner to repair such damage and the Authority will reimburse to the Media Partner the proper and reasonable costs actually incurred by the Media Partner in carrying out such repair. The cost of any replacement will be borne in accordance with the provisions of **clause 7.1.3**.
- 19.11 Prior to affixing any labelling or other branding to any of the Equipment (including for the purposes of informing the public and the staff of the Authority of the Media Partner's identity), the Media Partner will:
- 19.11.1 submit to the Authority in writing a proposed design for any such labelling or branding to be affixed to the Equipment for consideration by the Authority, including the proposed:
- 19.11.1.1 creative;
- 19.11.1.2 label dimensions;
- 19.11.1.3 location where it will be located on the Equipment; and
- 19.11.1.4 material onto which the label will be printed,
- together with any further information requested by the Authority; and

19.11.2 obtain the Authority's prior written consent (not to be unreasonably withheld) to such labelling or branding.

19.12 The Media Partner:

19.12.1 acknowledges and agrees that any Equipment (including any software in any Digital Equipment) that is specifically created or developed for the Authority or for the purposes of delivering the Media Partner's obligations under this Agreement (together with all IPR therein) will at all times remain or be vested in the Authority; and

19.12.2 save as set out in **clause 19.12.1**, will ensure that any software used for the operation and functioning of any Digital Equipment can at all times be readily replaced by commercially off-the-shelf software.

20. CHANGES TO THE ADVERTISING ESTATE

20.1 The Authority will consult with the Media Partner over any new locations for Advertising on the Estate, including in relation to any new property which is built, transferred to, or otherwise acquired by the Authority (or the relevant TfL Affiliate) as a result of any extension to the Estate or the construction of any new structures, buildings and/or stations on the Estate. The Media Partner will advise the Authority on the siting of proposed Advertising Spaces at such new locations in accordance with **clause 7.2.3**. For the avoidance of doubt, no new locations for Advertising and no new or additional Advertising Spaces will be created by the Media Partner without the prior written approval of the Authority.

20.2 The Authority will be entitled to obscure or temporarily suspend the use of an Advertising Space (a "**Temporary Change**") or to remove an Advertising Space from the Advertising Estate permanently (a "**Permanent Change**") to either:

20.2.1 facilitate the Authority's ability to maintain, improve and/or operate its business as a public transport provider; or

20.2.2 accommodate a Major Project.

20.3 Where a Temporary Change or a Permanent Change is:

20.3.1 part of a Capex Project, the works and costs associated with those changes will be dealt with as part of the Capex Proposal; or

20.3.2 not part of a Capex Project, **clauses 20.4 to 20.8** (inclusive) will apply.

20.4 Subject to **clause 20.8**, where a Temporary Change or a Permanent Change is not part of a Capex Project the Authority will provide the Media Partner with not less than the minimum period of notice of any such Temporary Change or Permanent Change in respect of such Advertising Space as specified in the table below ("**Required Notice Period**"):

Format of Advertising Space	Minimum notice period	Cost and risk responsibility
Lift & Escalator Panel	4 weeks	Media Partner
4 Sheet	4 weeks	Media Partner
6 Sheet	4 weeks	Media Partner
12 Sheet	4 weeks	Media Partner
16 Sheet	4 weeks	Media Partner
32 Sheet	4 weeks	Media Partner
48 Sheet	4 weeks	Media Partner
Other Traditional Formats (Scroller, etc.)	4 weeks	Media Partner
Digital 6 Sheet	4 weeks	Authority

Digital 12 Sheet	4 weeks	Authority
DX48	4 weeks	Authority
Digital Escalator Panels	12 weeks	Authority
Digital Ribbons	12 weeks	Authority
Digital Landmark Sites (Gateways)	12 weeks	Authority
Digital Videowalls	12 weeks	Authority
Runways (Digital 6 Sheets in Platform Edge Doors)	12 weeks	Authority

20.5 Where, in the event of an emergency, the Authority is unable or fails to give the Media Partner the Required Notice Period in accordance with **clause 20.4** in respect of a Temporary Change or Permanent Change, the Authority:

20.5.1 may notify the Media Partner and, at the Authority's cost, remove any Advertising Equipment itself or use an Approved Sub-Contractor to protect or remove the Advertising Equipment, and where relevant to reinstate the Advertising Equipment; and

20.5.2 where the Authority exercises its right to:

20.5.2.1 protect any Advertising Equipment under **clause 20.5.1** in respect of a Temporary Change, will be responsible for the installation and cost of a hoarding, or other means of protection, to enable the Advertising Equipment to remain in situ and to be taken out-of-charge by the Media Partner for the duration of the Temporary Change. Notwithstanding anything to the contrary in this Agreement, the Authority will be liable for any reasonable cost incurred by the Media Partner to repair or replace any such protected Advertising Equipment which is damaged during the Temporary Change (excluding any damage caused by the Media Partner);

20.5.2.2 remove any Advertising Equipment under **clause 20.5.1**, will be responsible for:

(a) the safe storage of the removed Advertising Equipment or the transfer of the Advertising Equipment to the Storage Facilities or, where agreed with the Media Partner, the Media Partner's storage facility;

(b) any reasonable cost incurred by the Media Partner to repair or replace any damage to the Advertising Equipment during such removal, storage or transfer of the Advertising Equipment by the Authority (excluding any damage caused by the Media Partner or whilst the Advertising Equipment is stored in the Media Partner's storage facilities); or

20.5.2.3 protect or remove any Advertising Equipment under **clause 20.5.1**, will be responsible for any reasonable losses suffered by the Media Partner for the removal of the relevant Advertising campaign earlier than at the end of the Required Notice Period.

20.6 In the event of a Temporary Change, the Authority will provide the Media Partner with a description of the Advertising Space that will be affected by such Temporary Change and the scope of the work that will be undertaken on such Advertising Space. In addition, the Authority will confirm to the Media Partner whether the affected Advertising Equipment will be protected or removed, in each case at the relevant party's cost and risk as specified in the third column of the table set out in **clause 20.4**. The Media Partner will take the affected Advertising Equipment out-of-charge for the duration of the Temporary Change. If the protection and/or removal (as applicable) is to be provided at the Authority's cost as specified in the third column of the table set out in **clause 20.4**, the Media Partner will

promptly provide the Authority with a written quote for the protection and/or removal in accordance with **clause 20.8**. Where applicable, the Media Partner will remove such Advertising Equipment in accordance with the timescale requested by the Authority and store such Advertising Equipment, at its own risk, until it can be reinstated.

- 20.7 In the event of a Permanent Change, the Authority will provide the Media Partner with a description of the Advertising Space that will be affected by such Permanent Change and the scope of the work that will be undertaken on such Advertising Space. In addition, the Authority will confirm whether the affected Advertising Equipment will be removed at the relevant party's cost and risk as specified in the third column of the table set out in **clause 20.4**. If the removal is to be provided at the Authority's cost as specified in the third column of the table set out in **clause 20.4**, the Media Partner will promptly provide the Authority with a written quote for the removal in accordance with **clause 20.8**. The Media Partner will permanently remove this Advertising Space from the Advertising Estate in accordance with the timescale requested by the Authority. The Media Partner will store such Advertising Equipment until it can be reassigned to a new location or, with prior written agreement from the Authority, the Media Partner may responsibly dispose of such Advertising Equipment.
- 20.8 If the Authority issues an instruction to protect or remove Advertising Equipment, either as a Temporary Change or a Permanent Change, at the Authority's cost as specified in the third column of the table set out in **clause 20.4**, the Media Partner will promptly provide a quote for the work. Without prejudice to **clause 51.3**, the Media Partner must ensure such quote is accompanied by sufficient information to demonstrate that the quote provides the Authority with best value and is compliant with its responsibilities as a best value authority for the purposes of the Local Government Act 1999. The Authority will review the quote and either accept it and collaborate with the Media Partner to schedule the protection or removal (as applicable) of such Advertising Equipment or reject it and ensure that the Advertising Equipment remains in situ and operational during the works or protect the Advertising Equipment, at the Authority's cost and risk.
- 20.9 In the event of a Temporary Change, the parties acknowledge and agree that the Media Partner may elect to remove non-digital Advertising Equipment, for which the Media Partner is responsible for the cost and risk associated with such removal, storage and reinstatement, in preference of protecting them, providing that the removal, storage and reinstatement thereafter must take place within the same timescale that would otherwise have been applied for applying and removing protection on the relevant non-digital Advertising Equipment.
- 20.10 The Media Partner will ensure the affected Advertising Space is in a safe and good condition to the reasonable satisfaction of the Authority during the period of any Temporary Change.
- 20.11 The Authority will notify the Media Partner when the Temporary Change comes to an end or is no longer required by the Authority and the affected Advertising Space is available for use by the Media Partner to perform the Advertising Activities. The Media Partner will, at the relevant party's cost as specified in **clause 20**, promptly take all necessary steps to resume the Advertising Activities in relation to the affected Advertising Space (including reinstalling the relevant Advertising Equipment and making good any damage to the Estate) and confirm to the Authority in writing that the Advertising Equipment is back in charge and operational.
- 20.12 The Media Partner may seek the Authority's prior written consent (which may be refused in the Authority's absolute discretion) to permanently remove an Advertising Space from the Advertising Estate. When seeking such consent, the Media Partner will provide the Authority with its commercial justification for such removal and all information requested by the Authority relating to such removal. Where the Authority agrees in writing to a permanent change requested by the Media Partner, the Media Partner will at its own cost promptly:
- 20.12.1 remove all Advertising Equipment from such Advertising Space;
- 20.12.2 restore the Advertising Space and any corresponding parts of the Advertising Estate to a safe and good condition to the reasonable satisfaction of the Authority, including cleaning the relevant parts of the Advertising Estate and

providing a suitable surface as may be required for that Advertising Space to blend in with the surrounding surfaces; and

- 20.12.3 return all Authority Equipment to the Authority in a good condition and state of repair and in accordance with the Authority's instructions.
- 20.13 Where the Media Partner is able to demonstrate to the Authority's reasonable satisfaction that an Advertising Space has become unusable otherwise than directly or indirectly through the acts or omissions of the Media Partner or the Media Partner Personnel, it will be entitled, upon giving the Authority four (4) weeks' notice in writing and obtaining the Authority's prior written consent, to temporarily or permanently remove that Advertising Space from the Advertising Estate at the Media Partner's cost.
- 20.14 Where an Advertising Space has been:
- 20.14.1 temporarily removed from the Advertising Estate under this **clause 20**, the Media Partner's obligations in relation to that Advertising Space will continue for the Term; or
- 20.14.2 permanently removed from the Advertising Estate under this **clause 20**, the Media Partner will record such removal on the Register maintained under **clause 27** and the Media Partner's obligations under this Agreement in relation to that Advertising Space will otherwise cease.
- 20.15 At least three (3) months prior to the start of each Financial Year, the Authority will provide the Media Partner with an indicative summary of any Major Projects anticipated to take place on the Advertising Estate during such Financial Year that would result in a Temporary Change or Permanent Change to an Advertising Space. The Media Partner acknowledges and agrees that the summary provided by the Authority pursuant to this **clause 20.15** is indicative only and may not include all proposed or actual Major Projects and is subject to change from time to time.
- 20.16 Where there has been a Permanent Change in respect of a Key Digital Advertising Space under this **clause 20**, then without prejudice to **paragraph 2.2.6** of **Schedule 4**:
- 20.16.1 any payment of TIPP in respect of such Key Digital Advertising Space in accordance with **Schedule 4** arising following the last day of the Authority Period in which such Permanent Change occurred will cease to be payable; and
- 20.16.2 notwithstanding **clause 20.16.1**, all other Fees will continue to be due and payable in accordance with **Schedule 4** in full and without set-off or deduction.
21. **ELECTRICAL SUPPLY**
- 21.1 The Authority will ensure that the Media Partner is provided free of charge:
- 21.1.1 on and from the Advertising Commencement Date with the total electricity load necessary to power the Advertising Equipment that forms part of the Advertising Estate as at the Advertising Commencement Date; and
- 21.1.2 in relation to any Capex Project, the additional electricity load required by the Media Partner to power the Advertising Equipment (if any) to implement the relevant Capex Project which will be discussed and agreed as part of any approval of the Capex Proposal.
- 21.2 The Media Partner will seek the Authority's prior written consent (as part of the approvals process under **paragraph 2** of **Part 1** of **Schedule 9**) to the undertaking of activities, the movement of Advertising Equipment or the installation of new Advertising Equipment, that will or might result in an additional or increased electrical load demand beyond the level referred to in **clause 21.1**, and in relation to such additional or increased load demand, may make a request to the Authority for access to and/or a supply of electricity. In relation to such request, the Authority will:

21.2.1 grant access to its electricity supply and allow the Media Partner to be provided with electricity free of charge; or

21.2.2 grant access to its electricity supply and allow the Media Partner to be provided with electricity, subject to the reimbursement by the Media Partner of any reasonable additional electricity charges incurred by the Authority or any TfL Affiliate,

and the Authority will act reasonably and without delay in its election.

21.3 The Media Partner will carry out and will be liable for all costs associated with the design, management, approval, installation, enabling and upkeep of electricity supply leads from the supply point to any permanent and/or temporary Advertising Spaces and associated Advertising Equipment.

21.4 Where the Authority or an Authority Contractor reasonably considers that it is reasonably necessary to do so, the Authority (or the relevant Authority Contractor) will be entitled to permanently or temporarily disconnect or remove the electrical supply to any Advertising Equipment and will notify the Media Partner under the Secondary Revenue Impact Assessment (SRIA) process. The Authority will be liable for the proper and reasonable expenses incurred by it or by the Media Partner in relation to such disconnection or removal.

22. **MEDIA PARTNER PERSONNEL**

22.1 **Schedule 11** will apply in relation to any transfer of employment and the parties will comply with their respective obligations thereunder.

22.2 The Media Partner will procure that all Media Partner Personnel successfully complete all training (on a regular basis) as they may reasonably require in order to perform the Advertising Activities and exercise the Advertising Rights in accordance with the terms of this Agreement. The Media Partner will retain up-to-date and accurate records of such training, which the Media Partner will provide copies of to the Authority upon request.

22.3 The Media Partner will provide sufficient numbers of Media Partner Personnel to meet its obligations under this Agreement and will ensure that all Media Partner Personnel:

22.3.1 are permitted to work in the United Kingdom and that all continuing checks are made and documents obtained and/or verified as required by Law or UK Visas and Immigration to demonstrate the continuing right of the Media Partner Personnel to work in the United Kingdom;

22.3.2 are suitably qualified and experienced and have the appropriate level of skill and expertise in order to carry out their activities in accordance with the terms of this Agreement, the Performance Standards and all Laws;

22.3.3 have an appropriate level of written and spoken English in order that they may carry out their activities in compliance with the Media Partner's obligations under this Agreement, including that they will be able to understand the Media Partner's health and safety obligations and any associated notices which they may receive and any notices displayed on the Estate;

22.3.4 that are Relevant Individuals have provided a CR Declaration in accordance with **clause 24**;

22.3.5 comply with all Authority Standards and Laws; and

22.3.6 when accessing the Estate:

22.3.6.1 dress in a manner that is appropriate having regard in particular to the Media Partner's health and safety obligations;

22.3.6.2 are identified as Media Partner Personnel; and

- 22.3.6.3 carry any relevant passes, identification, certificates or other items.
- 22.4 The Media Partner will be responsible for the management, control, direction and supervision of the Media Partner Personnel and all acts and omissions of the Media Partner Personnel.
- 22.5 Upon notice from the Authority, the Media Partner will immediately remove from any involvement in or responsibility for the performance of the Advertising Activities any member of the Media Partner Personnel who, in the opinion of the Authority:
- 22.5.1 does not fulfil any of the requirements set out in **clause 22.2** or **22.3**;
- 22.5.2 is not performing their role in respect of the performance of the Advertising Activities properly, efficiently or effectively; and/or
- 22.5.3 is, for any other reason, unacceptable or inappropriate for the performance of the Advertising Activities.
- 22.6 The Media Partner will:
- 22.6.1 following the removal of any member of the Media Partner Personnel in accordance with **clause 22.5**, ensure:
- 22.6.1.1 such individual is replaced promptly with another individual with the necessary training, experience and skills to perform the relevant obligations of the Media Partner in accordance with this Agreement; and
- 22.6.1.2 that a full and effective knowledge transfer process is in place and fully adhered to for the transfer of any relevant knowledge from the replaced member of Media Partner Personnel to the replacement member of Media Partner Personnel;
- 22.6.2 ensure that all members of Media Partner Personnel who cease to be engaged in the performance of the Advertising Activities (for any reason) return all Confidential Information held by them to the Media Partner or the Authority (as appropriate);
- 22.6.3 promptly revoke all ID, password and access privileges for any individual that ceases to be a member of Media Partner Personnel; and
- 22.6.4 bear all costs associated with effecting such replacement of any Media Partner Personnel (including any required to be removed by the Authority under **clause 22.5**).
- 22.7 Nothing in this Agreement will render any Media Partner Personnel, an employee, worker, agent or partner of the Authority or any TfL Affiliate by virtue of the performance by the Media Partner of its obligations under this Agreement. The Media Partner will be responsible for payment (including all emoluments, benefits and bonuses) of the Media Partner Personnel, including making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Media Partner Personnel where such personnel are employees of the Media Partner.
- 22.8 The Media Partner will at all times comply with all Laws relating to employment. The Media Partner will indemnify the Authority and the TfL Affiliates against all Losses arising out of and/or in connection with any claim by any Media Partner Personnel howsoever arising, save where such claim is successful due to any unlawful act by the Authority or the Outgoing Media Partner, as the case may be.
23. **KEY PERSONNEL**
- 23.1 The Media Partner will ensure that:

- 23.1.1 the Key Personnel diligently supervise the exercise of the Advertising Rights and performance of the Advertising Activities;
 - 23.1.2 each member of the Key Personnel devotes their full time and attention to the performance of the Advertising Activities, unless otherwise agreed in advance in writing by the Authority;
 - 23.1.3 the Key Personnel are available to the Authority at all times to resolve any issues arising in connection with this Agreement; and
 - 23.1.4 there is at all times at least one other member of the Media Partner Personnel who understands and is capable of performing to the level required by this Agreement each Key Personnel role and the relevant duties in relation to the provision of the Advertising Activities in the absence (whether temporary or otherwise and for any reason whatsoever) of the individual who currently fulfils that Key Personnel role.
- 23.2 Without prejudice to **clause 22.5**, the Media Partner will not, without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed), either:
- 23.2.1 change the role or responsibilities of any member of Key Personnel; or
 - 23.2.2 remove any member of Key Personnel from the performance of the Advertising Activities except where the relevant individual is absent on sick leave or other statutory leave (such as maternity, parental or adoption leave) or has ceased to be employed by the Media Partner.
- 23.3 If at any time during the Term any Key Personnel role is vacant:
- 23.3.1 the Media Partner will use its best endeavours to procure that:
 - 23.3.1.1 it finds a suitable candidate to fill the role as soon as practicable and that, in any event, the role is not vacant for longer than ninety (90) days;
 - 23.3.1.2 any replacement member of Key Personnel will have the relevant experience and be fully competent and suitable to carry out the tasks and duties assigned to the member of Key Personnel to be replaced; and
 - 23.3.1.3 until such role is filled, it will be fulfilled by another member of the Media Partner Personnel who, in accordance with **clause 23.1.4**, is capable of performing such role and the relevant duties in relation to the provision of the Advertising Activities to the level required by this Agreement;
 - 23.3.2 the Media Partner will provide details of the qualifications, experience and suitability of any potential candidate which it finds to fill the vacant Key Personnel role to the Authority as soon as practicable; and
 - 23.3.3 the Media Partner will not be entitled to appoint any person to fill any vacant Key Personnel role without the Authority's prior written consent to such appointment (which will not be unreasonably withheld).
- 23.4 Any person appointed to fill a vacant Key Personnel role will be considered Key Personnel for the purposes of this Agreement from the date of such appointment and all costs of such appointment will be borne by the Media Partner.
24. **CRIMINAL RECORD DECLARATIONS**
- 24.1 The Media Partner will procure from each Relevant Individual a declaration that such Relevant Individual has no Relevant Convictions ("**CR Declaration**") or disclosure of any Relevant Convictions such Relevant Individual has committed. A CR Declaration will be

procured prior to any Relevant Individual being engaged in any aspect of the provision of the Advertising Activities. The Media Partner will confirm to the Authority in writing on request and in any event not less than once in every year that each Relevant Individual has provided a CR Declaration. The Media Partner will procure that a Relevant Individual notifies the Media Partner immediately if such Relevant Individual commits a Relevant Conviction throughout the Term and the Media Partner will notify the Authority in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

- 24.2 The Media Partner is not permitted to engage or allow the engagement of any Relevant Individual in any aspects of the provision of the Advertising Activities who has disclosed a Relevant Conviction.
- 24.3 The Authority may in accordance with the audit rights set out in **clause 27** audit and check any and all such records as are necessary in order to monitor compliance with this **clause 24** at any time during performance of this Agreement.
- 24.4 If the Media Partner fails to comply with the requirements under **clauses 24.1** and/or **24.2**, the Authority may, without prejudice to its rights under **clause 39.1.1**, serve notice on the Media Partner requiring the Media Partner to immediately remove or procure the removal of any Relevant Individual who has not provided a CR Declaration from the Estate and cease their access to any Authority Equipment (as the case may be) with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Advertising Activities unless (in the case of non-compliance with **clause 24.1**) within seven (7) days of receipt of the notice the Media Partner confirms to the Authority such Relevant Individual has procured all of the CR Declarations required under **clause 24.1**.
- 24.5 A persistent breach of either or both of **clauses 24.1** or **24.2** by the Media Partner will constitute a material breach of this Agreement which is not capable of remedy and entitles the Authority to terminate this Agreement in whole or in part with immediate effect in accordance with **clause 39.1.1**.
- 24.6 If either party becomes aware that a Relevant Individual has committed a Relevant Conviction, the Media Partner will remove or procure the removal of any Relevant Individual who has not provided a CR Declaration from the Estate and cease their access to any Authority Equipment (as the case may be) with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Advertising Activities.
- 24.7 Nothing in this **clause 24** in any way waives, limits or amends any obligation of the Media Partner to the Authority arising under this Agreement and the Media Partner's obligation to provide the Advertising Activities remains in full force and effect and the Media Partner cannot claim any extra costs or time as a result of any actions under this **clause 24**.

25. **SUB-CONTRACTORS AND SUB-CONSULTANTS**

- 25.1 The Media Partner will:
- 25.1.1 be entitled to sub-contract any works which form part of the Advertising Activities to an Approved Sub-Contractor; and
- 25.1.2 save to the extent permitted under **clause 25.1.1**, not be entitled to sub-contract the whole or any part of its obligations under this Agreement without the prior written consent of the Authority, such consent not to be unreasonably withheld.
- 25.2 Prior to proposing any contractor to the Authority for approval as an Approved Sub-Contractor the Media Partner will comply with the provisions of **Part 2 of Schedule 13**.
- 25.3 Where the Media Partner sub-contracts all or any part of the Advertising Activities to any person, the Media Partner will:
- 25.3.1 ensure that such person is obliged to comply with all of the obligations and duties of the Media Partner under this Agreement insofar as they relate to the

Advertising Activities or part of them (as the case may be) which that sub-contractor is required to provide;

- 25.3.2 be responsible for payments to that person;
 - 25.3.3 be liable for such person's performance of the Media Partner's obligations under this Agreement (including for any breach of the Media Partner's obligations under this Agreement) and for any other act or omission of such person; and
 - 25.3.4 keep a register of its Approved Sub-Contractors and any other approved sub-contractors and sub-consultants and make the same available to the Authority on request.
- 25.4 Where the Media Partner sub-contracts all or any part of works on the Estate to any person, which, for the avoidance of doubt, includes sub-contracting to an Approved Sub-Contractor, permitted sub-contractor or sub-consultant, the Media Partner will, if so required by the Authority, procure that such permitted sub-contractor or sub-consultant enters into a warranty agreement with the Authority substantially in the form specified in **Schedule 14** or in such other form as has been previously approved in writing by the Authority.

26. **CO-OPERATION WITH THE AUTHORITY AND OTHERS**

- 26.1 The Media Partner will (and will procure that all Media Partner Personnel will) co-operate fully and promptly with the Authority and the Authority's personnel and, where requested by the Authority, Other Service Providers and third parties in relation to activities relating to the subject matter of this Agreement and any points of integration, interface or dependency between this Agreement and any other activities on the Estate, including in connection with:
- 26.1.1 the scheduling and/or delivery of works and services on the Estate;
 - 26.1.2 the sharing of information in support of the Authority or the Estate;
 - 26.1.3 performance measuring and monitoring;
 - 26.1.4 the introduction of additional services or amendments of services;
 - 26.1.5 compliance with all Laws; and
 - 26.1.6 claims or actions brought by third parties.
- 26.2 The co-operation referred to in **clause 26.1** will be subject to the provisions of **clause 44** and will include promptly (and in any event by no later than a deadline reasonably specified by the Authority) providing the Authority and the Authority's personnel and, where applicable, Other Service Providers and/or third parties, with:
- 26.2.1 information and data reasonably requested by them (to the extent within the Media Partner's control or possession) and all such information as the Authority may reasonably request to ensure and verify the Media Partner's compliance with its obligations under this Agreement;
 - 26.2.2 access to operational and technical staff to answer questions (including their attendance at the Authority or other external meetings if required);
 - 26.2.3 the opportunity to attend meetings of the Media Partner at which the Advertising Rights and/or the Advertising Activities or other works or services will be discussed; and
 - 26.2.4 the resolution of incidents and defects.
- 26.3 The Media Partner will give the Authority at least five (5) Business Days' prior written notice of all meetings it has with any Other Service Provider(s) and the Authority will be entitled to attend all such meetings.

26.4 In exercising the Advertising Rights and undertaking the Advertising Activities, the Media Partner will (and will procure that all Media Partner Personnel will) co-operate fully and promptly to avoid prejudicing the Authority's relationship with any Other Service Provider or third party.

27. **REPORTING, RECORDS, AUDIT AND INSPECTION**

27.1 The Media Partner will produce and supply to the Authority the reports and other information as specified in, and in accordance with, **Schedules 20** and **21**.

27.2 The Media Partner will, and will procure that the Media Partner Personnel will:

27.2.1 maintain a complete and correct set of records pertaining to the exercise of the Media Partner's rights and the performance of its obligations under this Agreement, including all records required under this **clause 27**, all costs and revenues and other matters relevant to the provisions of **clause 10**, the calculation of the Gross Revenue and the Fees (including the accounting policies applied), its maintenance, upgrade, innovation and training activities, its participation in the operation of the Working Groups and the Partnering Board and all other activities under **Schedule 5**, and all other activities relating to and all transactions entered into by the Media Partner for the purposes of this Agreement (including agreements with Commercial Clients and Leasing Documents) ("**Records**"); and

27.2.2 retain all Records during the Term and for a period of not less than six (6) years (or such longer period as may be required by Law) following termination or expiry of this Agreement, except Records containing Personal Data (as defined in Data Protection Laws) which will only be retained for as long as necessary following such termination or expiry (the "**Retention Period**").

27.3 Without prejudice to the generality of **clause 27.1**, the Media Partner will maintain the Register, which will include full and up-to-date details of:

27.3.1 the Advertising Spaces, including details as to the size and precise location of the Advertising Space and the type of Advertising Equipment (if any) attached to it and the type of electricity supply (if any) to it. Wherever it is reasonably practicable to do so, the Media Partner will identify each Advertising Space with a unique identification number in accordance with the Authority Standards, which will be displayed clearly and neatly above, adjacent to or on the Advertising Space and recorded in the Register. In relation to Advertising Spaces where this is not reasonably practicable, the Media Partner will identify the Advertising Space in such manner (if any) as may be agreed between the parties from time to time, and will record such identification in the Register;

27.3.2 details of Unsold Advertising Spaces, Unused Advertising Spaces and Advertising Spaces provided free of charge (if any);

27.3.3 the Advertising Equipment, including details as to the written down value of any Advertising Equipment which has been purchased by the Media Partner in accordance with **clause 19.4** and details of any Leased Equipment of the Media Partner and the associated terms, as referred to in **clause 19.5**;

27.3.4 the approvals from time to time issued by the Authority in accordance with **paragraph 2** of **Part 1** of **Schedule 9**;

27.3.5 its Approved Sub-Contractors and any other approved sub-contractors and sub-consultants;

27.3.6 any complaints in relation to Advertising, including the Complaint Details; and

27.3.7 any other information as the Authority and the Partnering Board may reasonably require.

- 27.4 The Media Partner will provide to the Authority and the Partnering Board a copy of the Register at the Operations Working Group meetings between the Media Partner and the Authority and a summary of the Register every Quarter at the Operations Working Group meetings between the Media Partner and the Authority, containing such information as the Authority may reasonably require.
- 27.5 The Authority has the right to audit (or, where appropriate, appoint an independent auditor to audit) the Register and any and all Records at any time during the Term and during the Retention Period at any reasonable time and on reasonable notice to the Media Partner (save in the event of suspected fraud or where required by a Competent Authority in which case the Authority has the right to audit on demand) in order to inspect any aspect of the Media Partner's exercise of its rights and/or performance of its obligations, including its compliance with all Laws and the terms of this Agreement. The Authority agrees that it will:
- 27.5.1 not exercise its right of audit under this clause in respect of the same category of Records more than twice each Financial Year;
- 27.5.2 not employ or engage the services of any outdoor advertising company to assist the Authority in relation to the Authority's right to audit under this **clause 27.5**; and
- 27.5.3 act reasonably to co-ordinate its audits and manage the number, scope, timing and method of undertaking its audits so as to ensure that the Media Partner (and any of its accountants and other professional advisers) is not, without due cause, disrupted or delayed in the performance of its obligations under this Agreement or any other business activities.
- 27.6 To the extent permitted by Law, and subject to compliance with its confidentiality obligations in **clause 44**, the Media Partner will provide to the Authority on request (to be exercised no more than once per Quarter), and for discussion at the Partnering Board, a report (in a format and with content specified or approved by the Authority acting reasonably) that includes information relating to gross revenue received by the Media Partner for advertising spaces outside of the Estate (including appropriate data for the purposes of analysing the pricing achieved in relation to the Advertising Spaces and the Gross Revenue under this Agreement compared with pricing and advertising revenue received by the Media Partner under and in relation to other agreements). The Media Partner will procure that the Media Partner's independent auditor will certify annually that the information contained in the reports provided in the preceding year of this Agreement are accurate and complete based on agreed audit procedures and a scope of work agreed by the Authority.
- 27.7 Nothing in **clause 16.3** or this **clause 27** will give the Authority a right to audit or inspect:
- 27.7.1 records or activities unrelated to this Agreement (other than the reports to be provided as set out in **clause 27.6**);
- 27.7.2 records or documents in draft form; or
- 27.7.3 information that is legitimately subject to legal privilege.
- Where in accordance with the provisions of this **clause 27** the Authority or an independent auditor is permitted or entitled to access to audit or inspect records or activities which are not directly related to this Agreement and these are subject to obligations of confidentiality owed by the Media Partner to third parties, the Media Partner will be entitled to provide details of such records or activities to the Authority or such independent auditor (as applicable) in an aggregated and/or anonymised form only.
- 27.8 For the purposes of exercising its rights under **clause 27.5**, the Media Partner will provide the Authority and any independent auditor appointed by the Authority with all reasonable co-operation, including:
- 27.8.1 granting full access to the Authority and any independent auditor appointed by the Authority (including the Authority's accountants and other professional advisers, subject always to the provisions of **clause 44.6**) to any premises,

- equipment, plant, machinery or systems used in the Media Partner's exercise of its rights and/or performance of obligations under this Agreement, and where such premises, equipment, plant, machinery or systems are not the Media Partner's own, using all reasonable endeavours to procure such access;
- 27.8.2 ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of and/or alteration to any Records; and
- 27.8.3 making all Records available for inspection on an open book basis and in a timely manner and providing copies of any Records if requested.
- 27.9 Any audit or inspection by the Authority (or any independent auditor appointed by the Authority) pursuant to **clause 27.5** will not relieve the Media Partner (or any of the Media Partner Personnel) from any obligation under this Agreement or prejudice any of the Authority's rights, powers or remedies against the Media Partner.
- 27.10 If, as a result of any audit or inspection pursuant to **clause 27.5**, the Authority (or any independent auditor appointed by the Authority) identifies that the Media Partner's exercise of its rights and/or performance of its obligations does not conform in all respects with this Agreement and the Authority so informs the Media Partner, the Media Partner will take all steps necessary to ensure conformity and provide evidence thereof to the Authority's reasonable satisfaction. The Authority will be entitled to carry out or procure the carrying out of a repeat audit (notwithstanding **clause 27.5.1**), to which the provisions of **clauses 27.5** and **27.8** will apply, and the Media Partner will reimburse the Authority's reasonable costs of carrying out or procuring the carrying out of any such repeat audit.
- 27.11 The Media Partner will provide to the Authority, prior to the first Finance Forum meeting of the second and each successive Financial Year, and on termination or expiry of this Agreement:
- 27.11.1 an auditor's statement (in a format and with content acceptable to the Authority) of the total value of Gross Revenue received or receivable by the Media Partner during the Financial Year just ended;
- 27.11.2 an auditor's statement (in a format and with content acceptable to the Authority) of the total value of non-monetary consideration received or receivable by the Media Partner during the Financial Year just ended; and
- 27.11.3 as soon as reasonably practicable after they are available a copy of the Media Partner's audited accounts for the Financial Year just ended.

The Media Partner will also provide such information at the Finance Forum meeting for discussion.

28. **STORAGE FACILITIES**

- 28.1 To the extent the Authority has Storage Facilities available, the Authority will grant to the Media Partner and the Media Partner Personnel a non-exclusive licence to access and use such Storage Facilities for the storage of posters, posting materials, digital screens, ladders, stripping and waste materials and such other materials as may be agreed by the parties from time to time. The Authority may at any time by notice to the Media Partner change the size, location or relevant space of any Storage Facilities licensed to the Media Partner in accordance with this **clause 28.1**.
- 28.2 The Media Partner must comply with, and ensure that the Media Partner Personnel comply with, its obligations under this Agreement insofar as the same may apply in relation to access to and use of the Storage Facilities and, in particular, with all applicable Agreed Procedures and Method Statements and with its obligations under **Schedule 9**. Without prejudice to **clause 28.1**, the Authority will be entitled to immediately terminate access to and use of any or all the Storage Facilities in the event of the Media Partner's breach of its obligations in relation to the Storage Facilities.
- 28.3 The Authority and the Authority Contractors will retain a right of access to the Storage Facilities at all times.

28.4 The Authority may at any time by notice to the Media Partner remove any Storage Facilities and/or otherwise terminate the Media Partner's access to and use of any or all of the Storage Facilities. In such circumstances, the:

28.4.1 Authority will consider if alternative Storage Facilities can be made available to the Media Partner and, if so, confirm the location of such alternative Storage Facilities and the provisions of this **clause 28** will apply to such alternative Storage Facilities; and

28.4.2 Media Partner will be responsible, at its cost and risk, for finding alternative suitable storage facilities and for removing any materials from the Storage Facilities and transferring the same to such storage facilities.

28.5 The Authority will not be liable to the Media Partner for any Losses suffered by the Media Partner arising out of or in connection with the exercise of the Authority's rights under this **clause 28**.

29. **RATES**

29.1 The Authority and the Media Partner acknowledge and agree that local authority rates and taxes in respect of Advertising on the Advertising Estate (including any Advertising Equipment and Advertising Spaces) ("**Rates**") may be payable and, if so, the terms of this **clause 29** will apply.

29.2 The Authority will be responsible for paying any Rates payable in respect of those Advertising Spaces on the Advertising Estate which are included within the London Underground central rating list assessment (or assessments within rating frameworks relating to the Authority or any TfL Affiliate for other parts of the Estate).

29.3 In the event that the Media Partner becomes, or reasonably believes it is likely to become, liable for the payment of any Rates in relation to the Advertising Estate, or receives any demand for the payment of Rates in relation to the Advertising Estate, then the Media Partner will:

29.3.1 promptly issue a written notice to the Authority of such liability (or anticipated liability), together with all such information required by the Authority to evidence such liability (including a copy of any such demand, where applicable);

29.3.2 give the Authority full conduct and control of any discussion and/or negotiation with any relevant authority in relation to the Rates; and

29.3.3 not make any comment or admission as to the liability of the Media Partner (or the Authority) for any Rates or the amount of any such liability without the prior written consent of the Authority.

29.4 In the event that the Media Partner has a liability to pay any Rates in relation to the Advertising Estate then, subject to **clause 29.5**, the Authority agrees that it will pay such Rates on the Media Partner's behalf or will reimburse the Media Partner for any such Rates paid by the Media Partner. The mechanism for the payment or reimbursement will be agreed by the parties acting reasonably and as soon as reasonably practicable.

29.5 The Media Partner agrees that, other than where obliged to do so by Law or in respect of the implementation of a Capex Project, it will not by any act or omission do anything that causes a significant increase to the Rates payable or reimbursable by the Authority in relation to the Estate.

30. **WARRANTIES AND INDEMNITIES**

30.1 The Media Partner warrants to the Authority that:

30.1.1 it does not and will not have at the Contract Commencement Date or Advertising Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with its or the Authority's rights and obligations

under this Agreement (including any ownership interest in any third party with such a conflict or potential conflict) save to the extent fully and fairly disclosed to and approved by the Authority in writing prior to the Contract Commencement Date or Advertising Commencement Date (as applicable);

- 30.1.2 it will check for any conflict of interest as described in **clause 30.1.1** at regular intervals throughout the Term and in any event not less than once in every six (6) months and will notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with its or the Authority's rights and obligations under this Agreement and will work with the Authority to do whatever is necessary to manage such conflict to the Authority's satisfaction;
 - 30.1.3 in exercising the Advertising Rights, the Media Partner will exercise such skill and care as is specified in, and will comply with its obligations under, **clause 7.1** in accordance with the terms of this Agreement; and
 - 30.1.4 in exercising the Advertising Rights and its obligations in relation to the repair, maintenance and improvement of the Advertising Estate and each component of them it will ensure that it meets the levels of performance specified in the Performance Standards.
- 30.2 Subject to **clauses 31.2, 31.4** and **31.5**, the Media Partner is responsible for and will indemnify the Authority and TfL Affiliates (including their respective employees, sub-contractors and agents) from and against any and all Losses:
- 30.2.1 in respect of the death of and/or injury to any person;
 - 30.2.2 arising from and/or for loss and/or destruction of and/or damage to tangible property (including third party property and property belonging to the Authority and/or any TfL Affiliate and/or for which they are responsible);
 - 30.2.3 arising from third party claims;
 - 30.2.4 arising where the Authority is required to accept from third parties non-performance of contractual obligations, or performance to a lower standard than would otherwise have been required under its contracts with them; and
 - 30.2.5 which may arise out of and/or in the course of and/or by reason of the Media Partner's performance, non-performance, part-performance or delay in performance of this Agreement,

in each case to the extent such Losses are due to any act, omission, negligence, breach of contract or breach of statutory duty of the Media Partner or any of the Media Partner Personnel.

- 30.3 The Media Partner is not responsible for and will not indemnify the Authority or TfL Affiliates for any Losses to the extent that such Losses are caused by the negligent performance of the Authority's obligations under this Agreement by the Authority, any TfL Affiliate or its employees or agents.
- 30.4 The Media Partner will indemnify and keep indemnified the Authority from and against all third party actions, claims and demands (and all costs and expenses in connection therewith) in respect of any of the Existing Third Party Contracts which have been assigned or novated to the Media Partner pursuant to this Agreement insofar as and to the extent that the action, claim or demand in question relates to any date or period after the date of the relevant assignment or novation to the Media Partner.

31. **LIMITATION OF LIABILITY**

- 31.1 The following provisions set out the parties' entire Liability, including any Liability to each other, in respect of Losses arising from or in connection with:
 - 31.1.1 the acts and omissions of their respective employees, agents or sub-contractors;

- 31.1.2 any breach of their respective contractual obligations under this Agreement; and
 - 31.1.3 (subject to **clause 67.1**) any representation, statement or tortious act or omission, including negligence, arising under or in connection with the performance of their respective contractual obligations under this Agreement (including any indemnities).
- 31.2 The Media Partner will accept unlimited Liability:
- 31.2.1 for death or personal injury resulting from the negligence of the Media Partner;
 - 31.2.2 for fraud or fraudulent misrepresentation committed by the Media Partner;
 - 31.2.3 arising under the indemnity in **clause 33.10** and/or for any breach of the provisions of **clause 33** (Intellectual Property Rights);
 - 31.2.4 for any breach by the Media Partner of **clause 37** (Protection of Personal Data) or **clause 44** (Confidentiality and Transparency);
 - 31.2.5 arising under the indemnity in **clause 38.9** and/or **clause 38.10.2**;
 - 31.2.6 arising under the indemnity in **clause 42.2.2** (Employment Costs and Liabilities);
 - 31.2.7 for any breach of **clause 42.2.5.3** (Advertising Equipment);
 - 31.2.8 arising under any indemnity provided by the Media Partner in **Schedule 11** (Employment Provisions);
 - 31.2.9 for payment of the Fees;
 - 31.2.10 for deliberate breach or wilful default of its obligations under this Agreement; and
 - 31.2.11 for any other liability to the extent it is not permitted by law to exclude or limit, or to attempt to exclude or limit.
- 31.3 Subject to **clause 31.2**, if the Media Partner causes any damage to the Estate or any third party property or equipment in the exercise of its rights and/or performance of its obligations under this Agreement, it will, at the Authority's option, promptly:
- 31.3.1 make good such damage to the reasonable satisfaction of the Authority; or
 - 31.3.2 pay to the Authority the reasonable cost of making good such damage.
- 31.4 Subject to **clause 31.2**, the Media Partner's Liability will:
- 31.4.1 in respect of matters identified in **clause 32.2.2** (public and product liability insurance), be limited on a per Event basis to the relevant amount of the insurance cover specified in **clause 32.2.2** as the minimum limit of indemnity which the Media Partner is required to purchase and maintain;
 - 31.4.2 in respect of matters identified in **clause 32.2.3** (professional indemnity insurance), be limited on a per Event basis and in the aggregate in each Financial Year to the relevant amount of the insurance cover specified in **clause 32.2.3** as the minimum limit of indemnity which the Media Partner is required to purchase and maintain; and
 - 31.4.3 in respect of all other Losses, be limited to [REDACTED] per Event,

provided that:

- 31.4.4 the limitations in **clauses 31.4.1** and **31.4.2** will be increased to reflect the levels of insurance cover from time to time required to be purchased and maintained by the Media Partner in the event of any review of the insurance requirements pursuant to **clause 32.10**; and
- 31.4.5 the limitation in **clause 31.4.3** will, at each Indexation Date, be increased by a percentage equal to the percentage increase in the level of CPI calculated by comparing the last published CPI figure before the Indexation Date and the last published CPI figure before the previous Indexation Date (or, in the case of the first Indexation Date, the Advertising Commencement Date).
- 31.5 Subject to **clauses 31.2** and **31.4** (insofar as a matter is within the scope of the Insurances required to be taken out under **clause 32.1**, in which case the liability limits under **clause 31.4** will apply), the Media Partner's Liability to the Authority arising out of any act or omission of the Media Partner, its agents or subcontractors for:
- 31.5.1 loss of profits, loss of business, loss of revenue, depletion of goodwill and like loss; or
- 31.5.2 any indirect loss howsoever caused arising out of or in connection with any statement made or not made, or advice given or not given, by or on behalf of the Media Partner or otherwise under this Agreement,
- which arises from Events which occur in any Financial Year will be limited to [REDACTED], provided that the limitation will, at each Indexation Date, be increased by a percentage equal to the percentage increase in the level of CPI calculated by comparing the last published CPI figure before the Indexation Date and the last published CPI figure before the previous Indexation Date (or, in the case of the first Indexation Date, the Advertising Commencement Date).
- 31.6 The Authority will accept unlimited Liability:
- 31.6.1 for death or personal injury resulting from the negligence of the Authority;
- 31.6.2 for fraud or fraudulent misrepresentation committed by the Authority;
- 31.6.3 for any breach by the Authority of **clause 37** (Protection of Personal Data) or **clause 44** (Confidentiality and Transparency);
- 31.6.4 arising under any indemnity provided by the Authority in **Schedule 11** (Employment Provisions), except in relation to the indemnity under **paragraph 1.7** of **Schedule 11** (Employment Provisions), which will be subject to the limitation on the Authority's liability therein;
- 31.6.5 for infringement of third party IPR as a result of the use by the Media Partner of TfL's IPR in accordance with **clause 33.7**;
- 31.6.6 for deliberate breach or wilful default of its obligations under this Agreement; and
- 31.6.7 for any other liability to the extent it is not permitted by law to exclude or limit, or to attempt to exclude or limit.
- 31.7 Subject to **clause 31.6**, the Authority will have no Liability to the Media Partner whatsoever for:
- 31.7.1 loss of profits, loss of business, depletion of goodwill and like loss; or
- 31.7.2 any indirect loss howsoever caused arising out of or in connection with any statement made or not made, or advice given or not given, by or on behalf of the Authority or otherwise under this Agreement.

31.8 Subject to **clauses 31.6** and **31.7**, the Authority's maximum aggregate Liability will be limited to [REDACTED] per Event (or two or more connected Events) and in the annual aggregate, provided that the limitation will, at each Indexation Date, be increased by a percentage equal to the percentage increase in the level of CPI calculated by comparing the last published CPI figure before the Indexation Date and the last published CPI figure before the previous Indexation Date (or, in the case of the first Indexation Date, the Advertising Commencement Date).

32. **INSURANCE AND CONDUCT OF CLAIMS**

32.1 Without prejudice to any other provision of this Agreement, the Media Partner will comply with the provisions of this **clause 32**.

32.2 Without prejudice to its liability under this Agreement (including under any indemnity), the Media Partner will, at its own cost, purchase and maintain throughout the Term and for a period of six (6) years after the Termination Date (or endorsed with an extended reporting tail covering the period of six (6) years after the Termination Date) insurance to cover its liability under this Agreement, including the following insurances:

32.2.1 employer's liability insurance in respect of the Media Partner's liability for death, personal injury or occupational disease of any person in the Media Partner's employment, in the sum of not less than £10,000,000 (ten million pounds) per incident or as required by law, whichever is the greater;

32.2.2 public and product liability insurance in respect of the Media Partner's liability for death, injury, loss and/or damage to property in the sum of not less than £25,000,000 (twenty five million pounds) per incident with financial loss extension; and

32.2.3 professional indemnity insurance of a type and in a sum normal and customary for a service provider in the business of exploiting and developing Advertising Opportunities, but in any event of not less than £5,000,000 (five million pounds) per incident and in the aggregate per annum. This insurance will extend to cover legal liability for libel, slander and breach of copyright,

in each case with an insurer or insurers authorised to underwrite such risks in the United Kingdom and on terms approved by the Authority (the "**Insurances**").

32.3 The Media Partner undertakes that the Insurances:

32.3.1 will be purchased and maintained:

32.3.1.1 on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

32.3.1.2 with insurers who are of good financial standing in the United Kingdom insurance market, appropriately regulated and of good repute in the United Kingdom insurance market;

32.3.2 cover the Media Partner's legal liability (including liability assumed under this Agreement) which may arise out of or in the course of or by reason of the Media Partner's performance, non-performance, part-performance or delay in performance of this Agreement;

32.3.3 extend to indemnify the Authority and TfL Affiliates as principal; and

32.3.4 will be endorsed to provide that no act or omission on the part of the Media Partner (that creates legal liability on the Media Partner) will prejudice the Authority's or TfL Affiliates' rights under such policies, or the Media Partner will otherwise issue a certificate from its insurers to confirm the same on written request by the Authority.

- 32.4 The Media Partner will provide evidence satisfactory to the Authority (which includes a letter from the Media Partner's insurance broker) within thirty (30) days of the Contract Commencement Date and at least fourteen (14) days prior to each anniversary of the Contract Commencement Date that the Insurances are in place and effective and will, if required by the Authority, produce the insurance policies for inspection.
- 32.5 The Media Partner undertakes in relation to each of the Insurances:
- 32.5.1 to comply with all requirements of the relevant insurance policies;
 - 32.5.2 to comply with all requirements of any Competent Authority relating to those insurances required by that Competent Authority;
 - 32.5.3 not by act or omission cause the Insurances to become void or voidable or prejudice any person's entitlement under them;
 - 32.5.4 to comply with the terms and conditions of the Insurances and all reasonable requirements of the insurers, including, in connection with the prosecution and settlement of claims, the recovery of losses and the prevention of accidents; and
 - 32.5.5 it will bear the cost of all excesses, exclusions and limitations under the Insurances.
- 32.6 Where the Insurances contain a care, custody or control exclusion, the relevant policy will be endorsed so as to delete the exclusion in respect of any location on the Estate (including contents) occupied by the Media Partner for the purpose of exercising its rights and performing its obligations under this Agreement.
- 32.7 The Media Partner will:
- 32.7.1 if required by the Authority, prior to cancelling or changing any material term or condition of any insurance, give the Authority not less than twenty-eight (28) days' notice of intention to cancel or make such change;
 - 32.7.2 not take or fail to take any action or (insofar as it is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay or reduce payment of any claim under any of the Insurances; and
 - 32.7.3 notify the Authority in writing forthwith of any anticipated or actual event or circumstance which may lead or has led to any Insurance lapsing or being terminated or the cover under it being reduced or modified such that the scope of the cover is adversely affected.
- 32.8 If the Media Partner fails on request to produce to the Authority satisfactory evidence that there are in force the Insurances that the Media Partner is required to effect under **clause 32.2** above, the Authority may pay any premiums required to keep any of the Insurances in force or may itself procure such Insurances. In either case, the Authority may recover such premiums from the Media Partner, together with all expenses incurred in procuring such Insurances as a debt.
- 32.9 If any Insurance ceases to be available in the market place the Authority and the Media Partner will within seven (7) Business Days of becoming aware of such fact meet to discuss appropriate alternative arrangements.
- 32.10 Following approval from the Partnering Board, the Authority will be entitled to require the Media Partner to increase the level of the Insurances if it reasonably considers that:
- 32.10.1 they are no longer in a sum normal and customary for a service provider in the business of exploiting and developing Advertising Opportunities;
 - 32.10.2 they are no longer appropriate by reference to the Media Partner's claims experience in relation to liabilities incurred under this Agreement; or

- 32.10.3 they are no longer appropriate as the specified levels have been materially eroded due to inflation or claims.
- 32.11 In respect of any claim, event or circumstance which leads to a claim against the Media Partner by a third party which may reasonably be expected to lead to a claim against the Authority under this Agreement, the Media Partner will:
- 32.11.1 notify the Authority as soon as possible in writing upon becoming aware of any such claim, event or circumstance and if requested by the Authority and where not otherwise subject to an obligation of confidentiality, provide full details of such claim, event or circumstance (and such other information as the Authority may reasonably require) within five (5) Business Days of the Authority's request;
- 32.11.2 promptly and diligently deal with all such claims under the Insurances and in accordance with all insurer requirements and recommendations; and
- 32.11.3 in relation to any claim settled under the Insurances to the extent that the proceeds of such claim are payable to the Media Partner, pay the proceeds to the party who suffered the loss or damage that gave rise to the claim (whether the Authority, TfL Affiliate or a third party).
- 32.12 In relation to all the Insurances except that required under **clause 32.2.1**, the Media Partner agrees that:
- 32.12.1 it will not compromise, settle or waive any claim which the Media Partner may have under the Insurances which benefits the Authority without the prior written consent of the Authority (which will not be unreasonably withheld or delayed); and
- 32.12.2 subject to the requirements of the Media Partner's insurers, the Authority will have the right to control and to supervise all dealings with the media in relation to any incident, event, claim or action arising in relation to this Agreement. Such rights will not extend to allow the Authority to control, supervise or discuss matters as it relates to any incident, event, claim or action against the Media Partner except where any claim or action arising from such incident or event will also have been made against the Authority, in which case the Authority and Media Partner will agree how the claim or action will be handled in the media so as to protect their respective interests.
- 32.13 Any breach of this **clause 32** by the Media Partner will be a material breach of this Agreement, which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of the breach.
- 32.14 Neither failure to comply, nor full compliance with, the insurance provisions of this Agreement will limit or relieve the Media Partner of its liabilities and obligations under this Agreement.
- 33. INTELLECTUAL PROPERTY RIGHTS**
- 33.1 The Media Partner acknowledges and agrees that all IPR (but excluding TfL's IPR):
- 33.1.1 owned by the Authority or a TfL Affiliate on the Contract Commencement Date;
- 33.1.2 owned by the Authority or a TfL Affiliate after the Contract Commencement Date;
- 33.1.3 created by or exclusively on behalf of the Authority or a TfL Affiliate;
- 33.1.4 created wholly or substantially as a consequence of funding provided by the Authority or any TfL Affiliate; and/or
- 33.1.5 in any Authority Equipment,

(collectively the "**Authority IPR**") and including any IPR in the Authority Systems, including the systems known as CAS and Scanner application (as the same may be varied from time to time), will at all times remain or be vested in the Authority (or the relevant TfL Affiliate as the case may be).

- 33.2 To the extent that the Media Partner requires the use of any Authority IPR for the exercise of the Advertising Rights pursuant to this Agreement, the Authority will grant (or procure the grant) to the Media Partner a non-exclusive, non-assignable, non-transferable, royalty-free licence to use the Authority IPR for the Term. Such licence will include the right for the Media Partner to sub-license such rights (on written notice to the Authority) to its Approved Sub-Contractors to the extent necessary to enable such sub-contractors to provide the Advertising Activities.
- 33.3 The Media Partner will not be permitted to use the Authority IPR for the benefit of any entities other than the Authority or TfL Affiliates without the prior written consent of the Authority, which may be withheld at the Authority's sole discretion and will only then be permitted to use the Authority IPR for such purposes on appropriate licence terms to be agreed with the Authority.
- 33.4 The Authority acknowledges and agrees that:
- 33.4.1 the Media Partner Background IPR and any IPR in the Media Partner System will remain vested in the Media Partner; and
- 33.4.2 all IPR created or acquired by or on behalf of the Media Partner in relation to Media Partner Equipment or in the Media Partner's performance of the Advertising Activities (other than any IPR which is Authority IPR or TfL's IPR) will vest in the Media Partner on their creation (such IPR and the Media Partner Background IPR is referred to as the "**Media Partner IPR**").

The Media Partner hereby grants to the Authority an irrevocable, non-exclusive, royalty free licence, with a right to sub-licence, to use and modify the Media Partner IPR (other than any IPR which is comprised within third party generic "off-the-shelf products" provided by, for and/or on behalf of the Media Partner by a third party (the "**Third Party IPR**")) for the benefit of the business and operations of the Authority and TfL Affiliates on the Estate and as necessary to effect a smooth transition to an Incoming Media Partner for the period on and from the Advertising Commencement Date and ending one (1) year after the Termination Date.

- 33.5 Subject to **clause 33.6**, the Media Partner hereby grants, or will procure the relevant third party grants, to the Authority on and from the Advertising Commencement Date:
- 33.5.1 subject to **clause 33.5.2**, an irrevocable, non-exclusive, non-transferable, sub-licensable licence to use any Third Party IPR to the extent necessary for the benefit of the business and operations of the Authority and TfL Affiliates on the Estate and as necessary to effect a smooth transition to an Incoming Media Partner for the period on and from the Advertising Commencement Date and ending one (1) year after Termination Date (and to copy and modify the Third Party IPR to the extent necessary to support and maintain the effectiveness of the Third Party IPR during such licence period); and
- 33.5.2 such licence will be transferable to the extent that any Third Party IPR is required to exploit the Advertising Opportunities and will include the right on the part of the Authority to sub-license such rights to any Incoming Media Partner and its subcontractors for the purpose of providing services to the Authority and/or undertaking advertising activities only.

The costs of obtaining such licences will be borne by the Media Partner during the Term and will be borne by the Authority for the one (1) year following the Termination Date.

- 33.6 In the event that any Third Party IPR is unavailable on the terms set out in **clause 33.5**, the Media Partner will immediately notify the Authority upon becoming aware of the same and will assist the Authority in procuring terms from the relevant third party which as closely as possible reflect the terms set out in **clause 33.5**. If there are costs attributable to

obtaining such licences in respect of any period following the Termination Date, the Authority will bear any reasonable and proper costs.

- 33.7 All IPR existing as at the Contract Commencement Date or arising any time thereafter in:
- 33.7.1 the TfL roundels;
 - 33.7.2 the New Johnston typeface;
 - 33.7.3 the London Underground, London Overground, DLR, Trams and the Elizabeth Line maps;
 - 33.7.4 TfL, London Underground, London Overground, DLR, the Elizabeth Line, Trams and Victoria Coach Station logos, artwork, line names, product designs, trading names, websites and domain names; and
 - 33.7.5 "Mind the Gap" and Routemaster bus,

(collectively "**TfL's IPR**") belong to TfL. The Authority is authorised by TfL to permit the Media Partner to use any of TfL's IPR to the extent that the Media Partner requires the use of TfL's IPR for the exercise of the Advertising Rights pursuant to this Agreement and the Authority will, at the Media Partner's request, procure the grant to the Media Partner of a non-exclusive, non-assignable, non-transferable licence to use such of TfL's IPR as is necessary, provided that the Media Partner will (a) only use TfL's IPR strictly in accordance with TfL's Corporate Design Department's Design Guidelines and Standards as from time to time set out on the TfL website, and (b) obtain the Authority's prior written consent to any content containing TfL's IPR (or anything which resembles or could be confused with TfL's IPR) prior to its use.

- 33.8 The Media Partner will:
- 33.8.1 use its reasonable endeavours to assist the Authority in protecting the Authority IPR and TfL's IPR;
 - 33.8.2 not knowingly do or cause or permit anything to be done which might endanger the Authority IPR or TfL's IPR or the title thereto of the Authority, any TfL Affiliate or TfL as applicable;
 - 33.8.3 not use any of the Authority IPR and TfL's IPR in a way which may, where relevant, prejudice their distinctiveness or validity;
 - 33.8.4 not use any trade marks, service marks, logos or names so nearly resembling the Authority IPR or TfL's IPR as to be likely to cause deception or confusion; and
 - 33.8.5 not apply to register any trade marks or trade names so nearly resembling the Authority IPR or TfL's IPR as to be likely to deceive or cause confusion.

- 33.9 The Media Partner will promptly notify the Authority:
- 33.9.1 upon becoming aware of an infringement or alleged infringement or potential infringement of any IPR which affects or may affect the:
 - 33.9.1.1 Advertising Activities;
 - 33.9.1.2 exercise of the Advertising Rights; or
 - 33.9.1.3 Authority or any TfL Affiliate; and/or
 - 33.9.2 if any claim or demand is made or action brought for infringement or alleged infringement of any IPR relating to the subject matter of this Agreement.

- 33.10 The Media Partner will fully indemnify and keep fully indemnified the Authority and each TfL Affiliate against any and all Losses arising out of or in connection with the actual or alleged infringement of a third party's IPR (other than in respect of TfL's IPR) by the Authority and/or the relevant TfL Affiliate to the extent that the infringement or alleged infringement arises out of or in connection with the Media Partner's performance of the Advertising Activities and/or exercise of the Advertising Rights.
- 33.11 If there is an actual or alleged infringement under **clause 33.9**, the Media Partner will, at its own expense either:
- 33.11.1 procure for the Authority and the TfL Affiliates the right to continue using the affected item free from any liability for such infringement; or
 - 33.11.2 modify or replace the infringing item so that it is non-infringing without materially detracting from its overall performance or limiting the performance of the Advertising Activities and/or exercise of the Advertising Rights.

34. **DATA**

- 34.1 The Media Partner acknowledges and agrees that all Data and all IPR in such Data:
- 34.1.1 owned by the Authority or a TfL Affiliate on the Contract Commencement Date; or
 - 34.1.2 owned by the Authority or a TfL Affiliate after the Contract Commencement Date; or
 - 34.1.3 created by or exclusively on behalf of the Authority or a TfL Affiliate; or
 - 34.1.4 created wholly or substantially as a consequence of funding provided by the Authority or any TfL Affiliate; and/or
 - 34.1.5 relating to or generated in the ordinary course of the Authority's or a TfL Affiliate's business,
- (collectively the "**Authority Data**") will remain vested in the Authority or the relevant TfL Affiliate (as the case may be).
- 34.2 To the extent that the Media Partner requires the use of any Authority Data for the exercise of the Advertising Rights pursuant to this Agreement, the Authority will grant to the Media Partner (or procure the grant of) a non-exclusive, non-assignable, non-transferable, royalty-free licence to use the Authority Data for the Term. Such licence will include the right for the Media Partner to sub-license such rights (on written notice to the Authority) to its approved sub-contractors to the extent necessary to enable such sub-contractors to provide the Advertising Activities in accordance with the terms of this Agreement.
- 34.3 The Media Partner will not be permitted to use the Authority Data for the benefit of any entities other than the Authority or TfL Affiliates without the prior written consent of the Authority, which may be withheld at the Authority's sole discretion and will only then be permitted to use the Authority Data for such purposes on appropriate licence terms to be agreed with the Authority.
- 34.4 The Authority acknowledges and agrees that:
- 34.4.1 all Data and all IPR in such Data owned by the Media Partner on the Contract Commencement Date vests in the Media Partner; and
 - 34.4.2 all Data and all IPR in the Data created by the Media Partner in the performance of the Advertising Activities (including Data in the Media Partner System, but in each case excluding Data which is the Authority Data), relating to the Advertising preferences of users of the Estate will vest in the Media Partner on creation,

together the **"Media Partner Data"**. The Media Partner hereby grants to the Authority an irrevocable, non-exclusive, royalty-free licence, with a right to sub-licence, to use and modify the Media Partner Data for the benefit of the business and operations of the Authority and TfL Affiliates and as necessary to effect a smooth transition to an Incoming Media Partner for the period on and from the Advertising Commencement Date and ending one (1) year after the Termination Date.

- 34.5 To the extent that a third party creates any Data for or on behalf of or at the request of the Media Partner, the Media Partner hereby grants, or will procure the relevant third party grants, to the Authority on and from the Advertising Commencement Date an irrevocable, non-exclusive, sub-licensable, non-transferable licence to use any such Data for the benefit of the business and operations of the Authority and TfL Affiliates and as necessary to effect a smooth transition to an Incoming Media Partner for the period from the Advertising Commencement Date and ending one (1) year after expiry or termination of this Agreement howsoever arising. The costs of obtaining such licences will be borne by the Media Partner.
- 34.6 If either the Authority or the Media Partner wishes to exploit any Media Partner Data for purposes outside of the Estate, then neither party will be permitted to do so without the approval of the Partnering Board. The Partnering Board in giving its approval (if any) may impose such conditions as it considers appropriate and such conditions may include a determination as to how the benefits of such exploitation should be distributed between the parties.

35. **AUTHORITY SYSTEM**

- 35.1 Subject to any required third party consents, the Authority will provide:
- 35.1.1 the Media Partner with such access to the Authority System as the Authority deems necessary, and to the extent required, to enable the Media Partner to perform the Advertising Activities in accordance with the terms of this Agreement; and
- 35.1.2 to the Media Partner details of the relevant security procedures relating to the Authority System and passwords (or equivalent form of secure identification) to enable the Media Partner to obtain access to the Authority System and will promptly notify the Media Partner of any changes to those procedures and passwords from time to time.
- 35.2 Notwithstanding any other provision of this Agreement, the Authority will not be required to provide the Media Partner with copies of the underlying software or any other component that comprises or supports the Authority System, nor does it guarantee uninterrupted access to the Authority System.
- 35.3 The Media Partner will (and will procure that the Media Partner Personnel will):
- 35.3.1 only access that part of the Authority System as is required for proper performance of the Advertising Activities and in accordance with this Agreement;
- 35.3.2 comply with all security, audit and other procedures and requirements of the Authority in relation to access to the Authority System;
- 35.3.3 ensure that only the pre-approved named Media Partner Personnel will access the Authority System through their allocated security identification ("**Authorised Personnel**");
- 35.3.4 not provide or otherwise make available the use of the Authority System to any other person except the Authorised Personnel;
- 35.3.5 not create, input, modify, delete any records or data in the Authority System;
- 35.3.6 not delete any software belonging to the Authority (or any third party);

- 35.3.7 not translate, adapt, vary, disassemble, de-compile or reverse engineer any part of the Authority System, or attempt to do any of these things; and
- 35.3.8 not disclose or otherwise make available any information or data available on or stored in the Authority System to any third party without the prior written consent of the Authority.
- 35.4 Without prejudice to its other obligations under this Agreement, the Media Partner will:
- 35.4.1 in the course of performing the Advertising Activities using the Authority System provide all measures necessary in respect of the prevention of unauthorised access, and the introduction of Malicious Code to the Authority System (including any software and data thereon);
- 35.4.2 take all necessary precautions to preserve the integrity of the Authority's software and data, and to prevent any corruption or loss to it, during any receipt, creation, collection, processing, storage and/or transmission by the Media Partner, including such precautions as are specified by the Authority from time to time; and
- 35.4.3 notify, and will procure that the Media Partner Personnel will notify, the Authority immediately upon becoming aware of any actual or suspected unauthorised access being made to the Authority System.
- 35.5 Without prejudice to **clause 35.4**, in the event that any of the Authority's software or data is corrupted or lost or so degraded as to be unusable due to any act or omission of the Media Partner or the Media Partner Personnel then:
- 35.5.1 the Media Partner will promptly, at the Media Partner's cost and expense, restore or procure the restoration of the Authority's software and data to the Authority's satisfaction, as notified in writing, such that the Media Partner has made good the corruption, loss or degradation of the software or data; and
- 35.5.2 in the event that the Authority itself has to restore or procure the restoration of the Authority's software and data, then the Media Partner will repay the Authority's costs and expenses incurred in carrying out such restoration.
- 35.6 The Authority (or any third party licensor, as applicable) will at all times retain all right and title (including all IPR) to the Authority System (including any underlying software and other components that comprise and support the Authority System). The Media Partner's only rights in respect of the Authority System are those granted to it pursuant to this **clause 35**. The Media Partner will have no right, encumbrance, lien, charge or other security in respect of the Authority System.
- 35.7 The Media Partner will cease to have any right to use the Authority System on and from the Termination Date and will cease to use and procure that all Media Partner Personnel cease to use the Authority System on that date.
36. **MEDIA PARTNER SYSTEM**
- 36.1 The Media Partner will use the Media Partner System in the performance of the Advertising Activities. The Media Partner warrants, represents and undertakes to the Authority and each TfL Affiliate that:
- 36.1.1 the Media Partner System is adequate and suitable for the performance of the Advertising Activities;
- 36.1.2 the Media Partner will at all times maintain the Media Partner System in such working order and ensure the support of the Media Partner System so as to enable it to perform the Advertising Activities in accordance with the terms and conditions of this Agreement, including the Performance Standards;

- 36.1.3 the Media Partner will, in accordance with good industry practice, protect the Media Partner System from any Security Incident and will ensure that the Media Partner System is resilient and is protected as a minimum against any single point of failure; and
- 36.1.4 the Media Partner will not introduce or allow to be introduced any Malicious Code into the Media Partner System.

36.2 From the Advertising Commencement Date, the Media Partner will:

36.2.1 provide remote access to a secure dashboard on the Media Partner System to the Authority and its representatives throughout the Term [REDACTED]

36.2.1.1 [REDACTED]

36.2.1.2 [REDACTED]

36.2.1.3 [REDACTED]

36.2.1.4 [REDACTED]

36.2.1.5 [REDACTED]

(the "**Media Partner Dashboard**");

- 36.2.2 supply all necessary passwords and log-in details to enable the Authority and its representatives to access the Media Partner Dashboard in accordance with this Agreement;
- 36.2.3 be responsible for the integrity of the Media Partner Dashboard, its connections and for all data passing through the Media Partner Dashboard;
- 36.2.4 take all necessary steps to rectify any errors, failures or malfunctions of the Media Partner System so as to restore the Authority's and its representatives access to the Media Partner Dashboard as soon as possible and to minimise disruption to the Advertising Activities; and
- 36.2.5 in the performance of its obligations and/or the Advertising Activities under this Agreement, comply with the 10 Steps to Cyber Security guidance issued by the National Cyber Security Centre.

36.3 The Media Partner will ensure that:

- 36.3.1 the Media Partner System will not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data (including the Data), database, software or other electronic or magnetic media, hardware, website, online applications or computer system (including the Authority System) of the Authority or any TfL Affiliate or with which it interfaces or comes into contact; and
- 36.3.2 any variations, enhancements or actions undertaken by the Media Partner in respect of the Media Partner System will not affect the Media Partner's compliance with this **clause 36** or the performance of the Advertising Activities;

- 36.3.3 the Media Partner System will be properly maintained and supported to ensure that it functions correctly, including through the correction of defects and faults in the Media Partner System and the performance of regular system restoration activities to restore parts of the Media Partner System that are defective or are not functioning correctly; and
- 36.3.4 it will perform or procure the performance of end user tests to ensure that corrections and system restoration activities have been implemented successfully pursuant to **clause 36.3.3** and that reports will be prepared detailing the success or failure of such end user tests for provision to the Authority.
- 36.4 The Media Partner will:
- 36.4.1 operate a back-up process for the Media Partner System and store the resulting back-ups off-site and keep them safe and secure. The Media Partner will ensure that the back-up process is sufficient to enable the Media Partner to replicate the Media Partner System and restore the provision of the Advertising Activities promptly after the occurrence of any event which materially disables, disrupts or interferes with the proper operation of the Media Partner System; and
- 36.4.2 test the back-up process for the Media Partner System and the protection to be afforded to the Media Partner System at least once in each Financial Year and will prepare reports setting out the results of such tests and any actions which need to be taken to ensure that the back-up process and the Media Partner System comply with the requirements of this **clause 36**. The Media Partner will provide each such report to the Authority within ten (10) Business Days of the completion of such tests.
37. **PROTECTION OF PERSONAL DATA**
- 37.1 The Media Partner will not process any Personal Data on behalf of the Authority as a Processor in connection with this Agreement.
- 37.2 If and to the extent that the Media Partner processes Personal Data in connection with this Agreement as a Controller or provides Personal Data to the Authority, the Media Partner will:
- 37.2.1 comply with all obligations under the Data Protection Laws, including in relation to the lawful basis, transparency and fair processing, purpose limitation, data minimisation records of processing activities and security in respect of such processing or data sharing;
- 37.2.2 in accordance with guidance issued by the Information Commissioner's Office from time to time, conduct a data protection impact assessment in relation to any such processing or data sharing;
- 37.2.3 not cause (by any act or omission) the Authority or any TfL Affiliate to breach the Data Protection Laws in connection with this Agreement, including in relation to the Authority's processing of Personal Data received in connection with this Agreement; and
- 37.2.4 without prejudice to its obligations to comply with, and to any rights or remedies which the Authority may have for breach of, the Data Protection Laws or this **clause 37**, notify the Authority without undue delay if the Media Partner:
- 37.2.4.1 identifies any areas of actual or potential non-compliance with the Data Protection Laws or this **clause 37**; or
- 37.2.4.2 identifies or becomes aware of a Personal Data Security Incident; or
- 37.2.4.3 receives any notice or complaint,

in each case in relation to Personal Data processed in connection with this Agreement.

38. **INTERVENTION REMEDIES**

38.1 If the Authority reasonably believes that it needs to take action in connection with the Advertising Activities due to the occurrence of any of the following events:

38.1.1 a serious risk exists to:

38.1.1.1 the health or safety of persons;

38.1.1.2 property; and/or

38.1.1.3 the environment; and/or

38.1.2 the Media Partner has failed to deliver in whole or in part in a timely manner a Capex Project in accordance with this Agreement following approval by the Partnering Board; and/or

38.1.3 the Media Partner's performance falls below the applicable thresholds set out in the table in **paragraph 8.2 of Part 2 of Schedule 3**,

each being an "**Intervention Event**", then, in addition to any other rights or remedies, the Authority may:

38.1.4 exercise its rights of step-in (itself or using a third party appointed by the Authority) in relation to the affected Advertising Activities under **clause 38.2**; and/or

38.1.5 require the Media Partner to suspend the affected Advertising Activities under **clause 38.5**.

38.2 If an Intervention Event occurs the Authority may serve a written notice on the Media Partner in accordance with the requirements of **clause 38.3** notifying the Media Partner that the Authority is exercising its Step-In Rights (the "**Step-In Notice**"). Exercise of the Step-In Rights will take effect from the date and time stated in the relevant Step-In Notice. During the Step-In Period:

38.2.1 the Authority (or a third party nominated by the Authority) will take-over, manage and/or supervise performance of the affected Advertising Activities (which may include taking over the conduct, operation and management of the relevant parts of the Advertising Estate, the maintenance of the Advertising Equipment and/or the implementation of Capex Projects);

38.2.2 the Media Partner will continue to provide all Advertising Activity not subject to the Step-In Action; and

38.2.3 the Media Partner will give all reasonable assistance (and procure any relevant third party assistance) to the Authority (or its nominated third party) while it is exercising such Step-In Rights.

38.3 The Step-In Notice will describe the:

38.3.1 Step-In Action the Authority wishes to invoke;

38.3.2 reason for such Step-In Action;

38.3.3 date and time the Authority wishes to commence such Step-In Action;

38.3.4 time period which the Authority believes will be necessary for such Step-In Action; and

- 38.3.5 effect, to the extent practicable, on the Media Partner and its obligations to provide the Advertising Activities during the period such Step-In Action is being taken.
- 38.4 For so long as and to the extent that the Step-In Action is taken:
- 38.4.1 the Media Partner will:
- 38.4.1.1 be relieved from its obligations to provide such part of the Advertising Activities that are subject to the Step-In Action;
- 38.4.1.2 provide all co-operation, information and assistance that the Authority (or its nominated third party) may require in connection with the Step-In Action;
- 38.4.1.3 comply, and will procure that the Media Partner Personnel will comply, with all instructions given by the Authority (or its nominated third party) in connection with the Step-In Action;
- 38.4.1.4 permit the Authority (or its nominated third party) to use the Media Partner's resources and facilities (including the Media Partner IPR, Media Partner Data, Media Partner Personnel, any Media Partner Equipment and the benefit of contracts with third parties and the services of its sub-contractors) for the purpose of the Step-In Action;
- 38.4.1.5 continue to perform, in accordance with this Agreement, any Advertising Activities that are not included in the Step-In Action and all of the Media Partner's other obligations under this Agreement;
- 38.4.1.6 where the provisions of **clause 38.1.2** apply, not be entitled to receive any payments in relation to such Capex Project under **paragraph 2** of **Schedule 8** and will repay any payments received in relation to such Capex Project to the extent not already used by the Media Partner in relation to such Capex Project; and
- 38.4.2 the Authority will:
- 38.4.2.1 ensure that any third party appointed by it that has access to any Media Partner IPR, Media Partner Data or Media Partner Personnel pursuant to **clause 38.4.1.4** is subject to reasonable confidentiality undertakings with the Authority which grant third party rights in favour of the Media Partner; and
- 38.4.2.2 when exercising its Step-in Rights, use reasonable endeavours not to disrupt the provision of any other services by the Media Partner.
- 38.5 If an Intervention Event occurs the Authority may serve a written notice on the Media Partner requiring that the provision of the Advertising Activities (or such part of them as the Authority will nominate) be suspended (a "**Suspension Notice**"). Each Suspension Notice will identify the Intervention Event that has occurred and specify the Suspended Advertising Activities and the date and time that they will take effect from. During the Suspension Period the Media Partner will cease to perform the Suspended Advertising Activities, but will continue to perform all other Advertising Activities.
- 38.6 During any Step-In Period and/or Suspension Period:
- 38.6.1 the Media Partner will reimburse to the Authority all costs incurred by or on behalf of the Authority associated with the Intervention Action (including the costs and expenses of any third party nominee that the Authority appoints in accordance with **clause 38.2**) that are in excess of the Media Partner's share of

the Gross Revenue passed to the Authority in accordance with **clause 38.6.2** within fourteen (14) days of receipt of an invoice for the same;

- 38.6.2 notwithstanding anything to the contrary set out in this Agreement, the Media Partner will not be entitled to receive or retain any Gross Revenue in relation to any part of the Advertising Estate associated with the Intervention Action and the Media Partner will promptly pass to the Authority any Gross Revenue so received in full without deduction; and
- 38.6.3 the Authority will, without prejudice to **clause 38.6.1** or **38.6.2**, be entitled to all Fees due and payable to the Authority in accordance with this Agreement.
- 38.7 The Media Partner will resume performance of the Advertising Activities which are set out in the Step-In Notice and/or Suspension Notice if:
- 38.7.1 the Authority gives not less than seven (7) days' written notice to the Media Partner that it requires the Media Partner to resume performance of those Advertising Activities; or
- 38.7.2 the Media Partner gives not less than seven (7) days' written notice to the Authority that it wishes to resume performance of those Advertising Activities (such notice to set out details of the measures put in place to ensure that the Media Partner is capable of performing those Advertising Activities in accordance with the provisions of this Agreement) and the Authority, acting reasonably, gives written notice to the Media Partner confirming that it agrees to the Media Partner resuming performance of those Advertising Activities.

In each case the Media Partner will resume performance of those Advertising Activities on the date specified in the Authority's notice.

- 38.8 The Authority's exercise of its rights under this **clause 38** will be without prejudice to any other rights that the Authority has under this Agreement or otherwise.
- 38.9 The exercise by the Authority of its rights under this **clause 38** will not result in the Authority (or its nominated third party) assuming the status of employer in respect of the Media Partner Personnel and the Media Partner will continue to be responsible for all Employment Costs for the Media Partner Personnel. The Media Partner will indemnify the Authority and the Authority's nominated third party against all Employment Costs and Employment Liabilities, in each case arising out of or in connection with any claim or allegation made by any member of Media Partner Personnel that the Authority or the Authority's nominated third party is that individual's employer. This **clause 38.9** will only apply if or to the extent that **clause 38.10** does not apply.
- 38.10 If as a result of the service of:
- 38.10.1 a Step-in Notice under **clause 38.2** the Authority (or a third party nominated by the Authority) performs Step-in Action, the nature or extent of which is considered by the Authority to trigger the application of TUPE in respect of any Media Partner Personnel the Authority will inform the Media Partner and the provisions of **paragraph 2** of **Schedule 11** will, wherever practicable, apply thereafter as though termination of this Agreement were involved; or
- 38.10.2 the notice by the Authority under **clause 38.7** to resume performance of the Advertising Activities which are set out in the Step-In Notice, the Media Partner is expected to resume the performance of all those Advertising Activities and if the Authority considers that in connection with such resumption TUPE applies to any person engaged in those Advertising Activities so that their employment transfers back to the Media Partner it will inform the Media Partner. The provisions of TUPE will thereafter be deemed to apply.

In each case, the Media Partner will indemnify the Authority and each of the TfL Affiliates (and/or the third party nominated by the Authority to carry out the Step-in Action) against all Employment Costs and Employment Liabilities, in each case arising out of or in

connection with the application of TUPE to such situation whether or not the application thereof has been asserted or denied by the Authority.

- 38.11 On termination of this Agreement under **clause 39.1.3** the provisions of **paragraph 2 of Schedule 11** will apply to the fullest extent practicable.
- 38.12 If the Authority elects to use a third party to perform and/or supervise or manage the Step-In Action, the Authority will procure that such third party enters into a confidentiality agreement with the Authority (in favour of the Authority and, to the extent such third party will access confidential information of the Media Partner, the Media Partner) on such terms as the Authority may reasonably specify.

39. **TERMINATION**

- 39.1 This Agreement will expire in accordance with **clause 4** and may be terminated earlier by either party (the "**Party Giving Notice**"):

39.1.1 by notice in writing having immediate effect if the other commits any material breach of its obligations under this Agreement and either:

39.1.1.1 such breach is incapable of remedy; or

39.1.1.2 where the breach is capable of remedy and the Party Giving Notice has given notice in writing to the other party to remedy the breach, such notice specifying the breach and a reasonable period for remedy (the "**Remedial Notice**"), and the other party has failed to remedy the breach within twenty-eight (28) days of the date of the Remedial Notice or such longer period as was specified in the Remedial Notice.

For the purposes of this **clause 39.1.1**:

39.1.1.3 no serious safety breach by the Media Partner (being a breach of the Authority Standards which causes death or personal injury or a significant risk of death or personal injury and/or results in serious operational disruption to any part of the Estate) will be considered capable of remedy;

39.1.1.4 any other breach will be considered capable of remedy if the party in breach can comply with the provisions in question in all respects other than as to the time of performance (provided that time of performance is not of the essence);

39.1.2 by notice in writing having immediate effect if the other party becomes Insolvent; or

39.1.3 by no less than six (6) months' notice in writing to the other party if the Intervention Action is still continuing six (6) months following the service of a Step-In Notice or a Suspension Notice and the Media Partner's ability to perform its obligations under this Agreement is materially affected as a result.

- 39.2 This Agreement may be terminated by the Authority by notice in writing having immediate effect if:

39.2.1 the parties have not agreed the Health and Safety Plan by the date falling eight (8) weeks prior to the Advertising Commencement Date in accordance with **clause 6.11**;

39.2.2 the Media Partner has failed to make any undisputed payment due to the Authority under this Agreement within fourteen (14) days of the due date on six (6) or more occasions during this Agreement or on two (2) occasions in any twelve (12) month period;

- 39.2.3 the Media Partner has failed to provide a guarantee as required in accordance with **clause 2.1** or any such guarantee is or becomes unenforceable;
 - 39.2.4 the Media Partner fails to procure a replacement guarantor or other appropriate security in accordance with **clause 2.2** when required to do so in accordance with that clause;
 - 39.2.5 any of the events referred to in **clauses 9.5.1 to 9.5.3** (inclusive) occur;
 - 39.2.6 the Media Partner has breached any of its obligations set out in **clause 30.1.2**;
 - 39.2.7 an Intervention Event has occurred;
 - 39.2.8 the Guarantor suffers any of the events described in **clause 39.1.2**;
 - 39.2.9 the Media Partner's Parent Company suffers the equivalent of any of the events or circumstances referred to in **clause 39.1.2** under any jurisdiction to which it is subject;
 - 39.2.10 there is any change in Control of the Media Partner, and, in the reasonable opinion of the Authority, this has a material and adverse effect on the Media Partner's ability to perform its obligations under this Agreement as a result of the change in Control;
 - 39.2.11 the Media Partner commits any money laundering related offences;
 - 39.2.12 there is a Declaration of Ineffectiveness in accordance with the provisions of **clause 43**; or
 - 39.2.13 the Media Partner or any of the Media Partner Personnel:
 - 39.2.13.1 commits any act of bribery or other offence described in the Bribery Act 2010 or is in breach of **clause 46, 47.1 or 48**; or
 - 39.2.13.2 fails to comply in the performance of the Advertising Activities with legal obligations in the fields of environmental, social or labour law; or
 - 39.2.13.3 is in breach of **clause 49** (Anti-Slavery).
- 39.3 This Agreement may be terminated in respect of part or all of the Estate by either party (the "**Relevant Party Giving Notice**") by notice in writing having immediate effect if the other party has invoked Force Majeure in respect of any or all of its obligations under this Agreement and:
- 39.3.1 the event giving rise to such Force Majeure has lasted at least six (6) calendar months, is subsisting and can reasonably be expected to continue;
 - 39.3.2 the parties have been unable to agree terms for the continued exercise of the rights and fulfilment of the obligations under this Agreement as are affected by the Force Majeure; and
 - 39.3.3 the part of the Estate terminated is that affected by the Force Majeure and the Relevant Party Giving Notice has lost all or substantially all of its benefits under this Agreement in relation to that part of the Estate as a result of the Force Majeure.
- 39.4 Whenever the Authority is entitled to serve notice to terminate this Agreement with immediate effect or with any period of notice, it will also be entitled to serve such longer period of notice of up to twelve (12) calendar months as it in its absolute discretion sees fit and this Agreement will terminate on the date specified in any such notice.

39.5 The rights to terminate this Agreement given by this clause will not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

40. **EXIT PLANNING**

40.1 The Media Partner will, by no later than the Advertising Commencement Date, provide to the Authority a draft exit plan which will contain all detail necessary to effect a smooth and orderly hand-over of the exercise of the Advertising Rights and performance of the Advertising Activities to the Authority or an Incoming Media Partner, and which:

40.1.1 details the Media Partner's strategy for managing the transfer of the Advertising Activities and the Advertising Rights to the Authority or an Incoming Media Partner;

40.1.2 documents the key activities to be undertaken during exit, including full details, timescales and procedures required to implement the Media Partner's obligations under **clause 42**;

40.1.3 details all Third Party Contracts, including:

40.1.3.1 the Media Partner's management of and the terms of any agreements which may be Third Party Contracts; and

40.1.3.2 arrangements for the forward selling of advertising by the Media Partner and the payment by the Authority of commission on such advertising; and

40.1.4 includes:

40.1.4.1 details of the parties' respective responsibilities and obligations during exit;

40.1.4.2 a list of Key Personnel;

40.1.4.3 any dependencies on the Authority, the Media Partner, any Incoming Media Partner and third parties (as applicable);

40.1.4.4 the procedure and timetable for the transfer of any Advertising Equipment;

40.1.4.5 the timing for transfer of any Media Partner Personnel, if any, and related activities;

40.1.5 details the documentation to be prepared and made available by the Media Partner during exit; and

40.1.6 is designed to minimise the adverse impact upon the performance of the Advertising Activities and the adverse financial impact upon the parties (ignoring for these purposes the financial impact arising from any default which gave rise to the termination),

the "**Draft Exit Plan**". The parties will within ten (10) Business Days of details of the Draft Exit Plan being given to the Authority meet to discuss and seek to agree the content of that Draft Exit Plan. The Media Partner will be required to amend the Draft Exit Plan to incorporate all of the Authority's reasonable comments and will promptly and diligently produce such number of further iterations of the Draft Exit Plan as are necessary in order for the Draft Exit Plan to meet the Authority's reasonable requirements. If the parties have not agreed the contents of the Draft Exit Plan within three (3) calendar months of details of it being given to the Authority, then the Media Partner will make such amendments to the Draft Exit Plan as required by the Authority and promptly submit the same for final approval by the Authority. The Authority will notify the Media Partner in writing once it is

satisfied with the Draft Exit Plan and that draft will be deemed to be the agreed version of the Draft Exit Plan.

- 40.2 The Media Partner will not less than once in each rolling period of twelve (12) months during the Term revise the Draft Exit Plan. The Media Partner will also revise the Draft Exit Plan if at any time an amendment to it is reasonably required in order to reflect any change to this Agreement, any changes to the scope of nature of the Advertising Activities, to take into account changing technologies or any relevant matters that have occurred since agreement of the last Draft Exit Plan. Each revision to the Draft Exit Plan will reflect all changes and other matters that are likely to have a material impact on its subject matter. The Media Partner will provide a copy of each revised Draft Exit Plan to the Authority for approval. The Authority will notify the Media Partner in writing once it is satisfied with the revised Draft Exit Plan and that draft will be deemed to be the then agreed version of the Draft Exit Plan.
- 40.3 The Media Partner will ensure that the Authority has a copy of the then current Draft Exit Plan and will make such amendments to the Draft Exit Plan as the Authority may reasonably require from time to time.
- 40.4 The Media Partner will ensure that it is at all times able to implement the most recently agreed Draft Exit Plan (or if no Draft Exit Plan has been agreed that it is able to implement the principles set out in **clause 40.1**).
- 40.5 In the period which either:
- 40.5.1 commences twelve (12) months before the Termination Date and ends two (2) months later; or
- 40.5.2 commences upon the date upon which the Authority gives notice that it intends to terminate this Agreement and ends upon either the Termination Date or (if earlier) the date falling one (1) month after the date upon which the Authority gives such notice (without prejudice to any rights the Media Partner may have in relation to wrongful termination of this Agreement),

the Media Partner will provide to the Authority a draft final exit plan ("**Final Exit Plan**") which will comprise the most recently agreed Draft Exit Plan updated to reflect the particular circumstances of termination and any changes to the Advertising Activities, this Agreement or any other relevant matters that have occurred since agreement of that Draft Exit Plan. The parties will meet within five (5) Business Days of service of the draft Final Exit Plan to discuss and seek to agree the content of the Final Exit Plan. If the draft Final Exit Plan is not agreed within ten (10) Business Days of its service, then the Media Partner will be required to amend the Final Exit Plan to incorporate all of the Authority's comments and will promptly submit the same for final approval by the Authority. The Authority will notify the Media Partner in writing once it is satisfied with the draft Final Exit Plan and that draft will be deemed to be the Final Exit Plan.

- 40.6 The Media Partner acknowledges that, notwithstanding any of the Authority's obligations of confidentiality under this Agreement, the Authority may at any time disclose the Draft Exit Plan to third parties who are tendering or involved in the tendering process for the re-let of the exercise of the Advertising Rights and performance of the Advertising Activities or substantially similar rights on termination or expiry of this Agreement to an Incoming Media Partner.

41. **OBLIGATIONS IN CONTEMPLATION OF TERMINATION**

- 41.1 Within the Relevant Period:
- 41.1.1 the Authority will be entitled to:
- 41.1.1.1 take all measures reasonably necessary to ensure the smooth transfer of the Advertising Rights to it or the Incoming Media Partner on and from the Termination Date;

- 41.1.1.2 require the Media Partner at its own expense to have up to 10% of the Digital Equipment and up to 10% of the Standard Advertising Panels, in each case within the Advertising Estate (at such locations as agreed between the parties or reasonably specified by the Authority in case the parties fail to reach such agreement), surveyed by an independent surveyor. If following such initial survey, the Authority (acting reasonably) has concerns regarding the state and condition of Advertising Equipment on the Advertising Estate, the Authority will be entitled to require that all Advertising Equipment used in relation to this Agreement are independently surveyed at the Media Partner's own expense; and
- 41.1.1.3 require the Media Partner to provide the Authority with advertising estate plans and details of the condition of the Advertising Equipment and full maintenance records relating thereto (without prejudice to the provisions of **clause 41.1.1.2** and **clause 27**); and
- 41.1.2 the Media Partner will:
- 41.1.2.1 promptly implement the Final Exit Plan or, in the period before the Final Exit Plan is agreed or approved in accordance with **clause 40.5**, cooperate with the Authority in accordance with the principles set out in **clause 40.1** and implement those elements of the then current version of the Draft Exit Plan that the Authority requests in order that the transfer of the Advertising Activities is not delayed;
- 41.1.2.2 continue, in accordance with **clause 7.2**, to act in good faith to maximise the creation of third party income generated from Advertising Opportunities on the Estate but will not forward sell any Advertising Space for a period beyond three (3) months after the Termination Date without the Authority's prior written approval;
- 41.1.2.3 not remove, sell, destroy or otherwise dispose of or cause the depreciation of any Advertising Equipment or assets owned by it or the Authority, unless it has first obtained the Authority's written consent; and
- 41.1.2.4 within the Employment Relevant Period provide such information in relation to the Media Partner Personnel as the Authority may reasonably require in accordance with **paragraph 2** of **Schedule 11**, and comply fully with its obligations as set out in **paragraph 2** of **Schedule 11**.
- 41.2 Without prejudice to **clauses 41.1** and **42**, the Media Partner agrees to take all such reasonable steps and to provide all such reasonable co-operation and assistance, both before and after the Termination Date, for such period as the Authority may reasonably require to enable the Authority to conduct an effective tender process and if applicable to assist in the transfer to the Authority or an Incoming Media Partner of the responsibility for the exercise of the Advertising Rights (including giving reasonable access to and allowing consultation with any Media Partner Personnel who was at that time or is still employed or engaged in the provision of Advertising Activities under this Agreement) at no additional cost to the Authority. In particular, the Media Partner will provide the Authority (and any proposed or potential Incoming Media Partner) with such information as the Authority may reasonably request, including all relevant records relating to Media Partner Personnel and all relevant records relating to the Advertising Estate and Advertising Equipment, including their condition and the value of the Advertising Rights thereon and the terms of any Third Party Contracts.
- 41.3 Without prejudice to **clauses 41.1** and **42**, the Media Partner will support and assist the orderly, controlled transition of responsibility for the provision of the Advertising Activities and the exercise of rights to Advertise at the Estate from the Media Partner to the Authority

or to an Incoming Media Partner with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Authority.

- 41.4 Without prejudice to **clauses 41.1 to 41.3 and 42**, no less than six (6) months prior to the Termination Date, the Media Partner will make available to the Authority full particulars of all Third Party Contracts entered into by the Media Partner as are current and in force at the Termination Date and will promptly provide the Authority with any updates or changes thereto.
- 41.5 The Media Partner agrees that the obligations in this **clause 41** will enure for the benefit of, and may be enforced by any Incoming Media Partner of the Authority provided that the parties may amend such obligations, and the Authority may validly waive such obligations without consulting with or securing the agreement of any Incoming Media Partner affected.

42. **EFFECT OF TERMINATION**

42.1 Notwithstanding the expiry of this Agreement or any notice of termination, the Media Partner agrees to continue the provision of advertising on the Estate in accordance with the terms and conditions of this Agreement for a reasonable period, until such time as the Final Exit Plan has been fully implemented and completed.

42.2 Upon the Termination Date:

42.2.1 the Media Partner will comply with its obligations in relation to the Media Partner Personnel as set out in **paragraph 2 of Schedule 11**;

42.2.2 the Media Partner will remain liable for and will indemnify the Authority and the Incoming Media Partner (as applicable) against all Employment Costs and Employment Liabilities (including redundancy costs and unfair dismissal costs and awards) payable in respect of all employees and former employees of the Media Partner, save in respect of the Media Partner Personnel who transfer to the Authority or the Incoming Media Partner under the Regulations (as applicable) where the Media Partner's indemnity will apply only in respect of such employees and former employees insofar as and to the extent that such Employment Costs and Employment Liabilities arise on or in respect of any date or period before the date of their employment by the Authority or the Incoming Media Partner (as applicable);

42.2.3 the Authority will have the option to:

42.2.3.1 purchase the whole or any part of the Media Partner Equipment used exclusively on the Estate at its then net book value (as appearing in the accounts of the Media Partner);

42.2.3.2 purchase the whole or any part of the Leased Equipment of the Media Partner used exclusively on the Estate at its then net book value as would have been depreciated in accordance with the Agreed Amortisation Policy in the accounts of the Media Partner had the Media Partner funded such assets itself; or

42.2.3.3 request that the Media Partner remove such Media Partner Equipment and the Media Partner will also be liable at its own expense for the cost of restoring the Advertising Space and other surfaces (if any) to which the Media Partner Equipment was attached to a good condition to the reasonable satisfaction of the Authority,

and where the Authority exercises its option to purchase any Media Partner Equipment (including Leased Equipment), the Media Partner will:

42.2.3.4 sell any Media Partner Equipment owned by the Media Partner and used exclusively on the Estate to the Authority;

- 42.2.3.5 in relation to any Media Partner Equipment used exclusively by the Media Partner on the Estate but owned by a third party (including Leased Equipment):
- (a) seek to novate the relevant Leasing Document to the Authority or the Incoming Media Partner or a third party provider of finance; or
- (b) if the third party supplier does not consent the Media Partner will, at its own expense, remove any Media Partner Equipment in relation to which the relevant Leasing Document is not novated;
- 42.2.3.6 transfer to the Authority any relevant product guarantees and manufacturer's warranties for any Advertising Equipment:
- (a) sold or otherwise transferred to the Authority; and
- (b) in respect of which the relevant Leasing Document has been novated;
- 42.2.4 the Media Partner will use all reasonable endeavours to procure the assignment or novation of the Third Party Contracts to the Authority, or to such third party as the Authority will nominate. In default the Media Partner hereby irrevocably appoints the Authority as its attorney for the purposes of signing and executing all such documents in its name and on its behalf as will be necessary to effect such assignments or novations with effect from the Termination Date. Any novation of a Third Party Contract pursuant to this **clause 42.2.4** will, unless otherwise agreed between the parties, apportion any charge, outgoing, expense or liability under such Third Party Contract between the Media Partner and the Incoming Media Partner such that the Media Partner is responsible for such amounts arising prior to the novation date and the Incoming Media Partner is responsible for such amounts arising on and after the novation date;
- 42.2.5 the Media Partner will promptly deliver up to the Authority all such items as the Authority or the Incoming Media Partner (as applicable) may reasonably require in order to carry out Advertising at the Estate after the Termination Date, including:
- 42.2.5.1 all keys, entry passes and licences that have been issued to the Media Partner Personnel;
- 42.2.5.2 all tools, appliances, fabrications, assembly parts and moulds relating to the Advertising Activities;
- 42.2.5.3 all Authority Equipment (and any Media Partner Equipment in respect of which the Authority has exercised its option to purchase, or to novate the relevant Leasing Document in **clause 42.2.3**) in the Media Partner's possession, custody or control, and the Media Partner will remove all Media Partner Software at its own expense from the Advertising Equipment, and the Media Partner will ensure that all such Advertising Equipment will be delivered up in a condition compliant with the Media Partner's obligations under **clause 7.1.3** and will indemnify the Authority against any Losses incurred by the Authority or any third party in bringing the Advertising Equipment up to such condition;
- 42.2.5.4 all stocks of materials in the Media Partner's possession, custody or control which relate to the Advertising Estate;
- 42.2.5.5 all posters held in respect of current or future displays relating to the Estate;

- 42.2.5.6 an up-to-date Register (in a format that is easily readable and extractable by the Authority) that it is required to maintain under **clause 27.3**;
- 42.2.5.7 the Records and such other records as are necessary for the proper performance of future Advertising on the Estate, including all accounting documentation necessary for the continuation of invoicing, details of continuing disputes, posting cycles, sub-contractors who are safety-certified, operational arrangements agreed with line management, outstanding poster delivery instructions, details of outstanding and overdue debts on current contracts;
- 42.2.5.8 all documents held in respect of rating assessments, appeals and the like;
- 42.2.5.9 all materials incorporating any Authority Information;
- 42.2.5.10 all copies of any computer software owned by the Authority which has been used or developed by the Media Partner in the performance of this Agreement; and
- 42.2.5.11 any such further items or information as may be reasonably required by the Authority in order to ensure the smooth transition of the Advertising Rights to the Incoming Media Partner,

and within twenty-eight (28) days after the Termination Date the Media Partner will certify in writing to the Authority that the Media Partner has fully complied with its obligations under **clause 42.2.5**.

- 42.3 Further to the novation of those Third Party Contracts as referred to in **clause 42.2.4** that relate to Advertising:
 - 42.3.1 the Media Partner will be responsible for submitting to relevant Commercial Clients all invoices in respect of periods of display of Advertising on the Estate on or before the Termination Date. The Authority (or the third party nominated by the Authority) will be responsible for submitting to relevant Commercial Clients all invoices in respect of which there are periods of display of Advertising on the Estate after the Termination Date which have not been submitted prior to the Termination Date. Each party will be responsible for recovering all amounts outstanding in respect of the invoices which it submits to Commercial Clients for which it is responsible pursuant to this **clause 42.3.1**;
 - 42.3.2 if either the Media Partner receives any amount in respect of relevant Third Party Contracts with Commercial Clients which is attributable to periods of display of Advertising on the Estate after the Termination Date, or the Authority (or the third party nominated by the Authority) receives any amount in respect of relevant Third Party Contracts with Commercial Clients which is attributable to periods of display of Advertising on the Estate on or before the Termination Date, then the relevant party will promptly pay to the other party, or will procure the prompt payment to the other party of an amount equal to such amount received by that party.
- 42.4 The parties will comply with the provisions of **Schedule 16** in relation to the Post-Termination Amount.
- 42.5 On termination of all or any part of this Agreement by the Authority in accordance with **clause 39.1** or **39.2**, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Advertising Activities and the Media Partner will be liable for all additional expenditure reasonably incurred by the Authority in appointing such third party and all other costs and damages reasonably incurred by the Authority in consequence of such termination, including the costs of retendering. The Authority may recover such costs from the Media Partner as a debt.

42.6 Any expiry or termination of this Agreement for any reason will not affect any accrued rights or liabilities of either party, nor the coming into force, or the continuance in force, of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.

43. **DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT**

43.1 Whilst the parties do not consider that any of the Concession Contracts Regulations 2016, the Public Contracts Regulations 2015 or the Utilities Contracts Regulations 2016 apply to this Agreement or the process under which it was procured, the parties have agreed to include this **clause 43** to provide appropriate mechanisms in the event that a court of competent jurisdiction determines that any of these regulations do apply to this Agreement or the process under which it was procured.

43.2 In the event that a court makes a Declaration of Ineffectiveness, the Authority will promptly notify the Media Partner. The parties agree that the provisions of **clauses 41, 42** and these **clauses 43.1 to 43.7** and **clause 43.13** will apply as from the time when the Declaration of Ineffectiveness is made.

43.3 The Declaration of Ineffectiveness will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness.

43.4 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Media Partner to prepare a Cessation Plan in accordance with this **clause 43.4** by issuing a notice in writing. As from the date of receipt by the Media Partner of such notification from the Authority, the parties (acting reasonably and in good faith) will agree or, in the absence of such agreement, the Authority will reasonably determine an appropriate Cessation Plan with the object of achieving:

43.4.1 an orderly and efficient cessation of the exercise of the Advertising Rights or (at the Authority's request) a transition of the exercise of the Advertising Rights to the Authority or such other entity as the Authority may specify; and

43.4.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,

in accordance with the provisions of **clause 43.3 to 43.7** and which the parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

43.5 Where there is any conflict or discrepancy between the provisions of **clauses 41, 42** and **clauses 43.3 to 43.7** or the Cessation Plan, the provisions of these **clauses 43.3 to 43.7** and the Cessation Plan will prevail.

43.6 The parties will comply with their respective obligations under the Cessation Plan (as agreed by the parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.

43.7 The Authority will pay the Media Partner's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs will be based on any comparable costs or as otherwise reasonably determined by the Authority, provided that the Authority will not be liable to the Media Partner for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to any Declaration of Ineffectiveness.

43.8 In the event of a Public Procurement Termination Event, the Authority will promptly notify the Media Partner and the provisions of **clause 41, 42** and these **clauses 43.8 to 43.13** (inclusive) will apply as from the date of receipt by the Media Partner of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of **clause 41, 42** and these **clauses 43.8 to 43.13** or the Cessation Plan, the provisions of these **clauses 43.8 to 43.13** and the Cessation Plan will prevail.

- 43.9 The Public Procurement Termination Event will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either party prior to or after such Public Procurement Termination Event in respect of the period prior to the Public Procurement Termination Event.
- 43.10 As from the date of receipt by the Media Partner of the notification of the Public Procurement Termination Event, the parties (acting reasonably and in good faith) will agree or, in the absence of such agreement, the Authority will reasonably determine an appropriate Cessation Plan with the object of achieving:
- 43.10.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of:
- 43.10.1.1 the exercise of the Advertising Rights; or
- 43.10.1.2 at the Authority's election, the part of the Advertising Rights which are affected by the Public Procurement Termination Event; and
- 43.10.2 minimal disruption or inconvenience to the Authority or to public passenger transport services or facilities,
- in accordance with the provisions of these **clauses 43.8 to 43.13** (inclusive) and to give effect to the terms of the Public Procurement Termination Event.
- 43.11 Upon agreement, or determination by the Authority, of the Cessation Plan the parties will comply with their respective obligations under the Cessation Plan.
- 43.12 The Authority will pay the Media Partner's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs will be based on any comparable costs or charges agreed as part of this Agreement or as otherwise reasonably determined by the Authority, provided that the Authority will not be liable to the Media Partner for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement as a result of a Public Procurement Termination Event.
- 43.13 For the avoidance of doubt, the provisions of this **clause 43** (and applicable definitions) will survive any termination of this Agreement following a Declaration of Ineffectiveness or a Public Procurement Termination Event.

44. **CONFIDENTIALITY AND TRANSPARENCY**

- 44.1 The Media Partner acknowledges that the Authority and TfL Affiliates are subject to the Transparency Commitment under which the Authority and TfL Affiliates may be required to publish certain information in relation to this Agreement and/or the Advertising Rights and/or the Advertising Activities (the "**Main Terms**") to the general public. Accordingly, notwithstanding any other provision of this Agreement, the Media Partner acknowledges that the Authority and/or any TfL Affiliate may publish the Main Terms to the general public provided that, to the extent permitted by Law, the Authority or, if relevant, any TfL Affiliate will:
- 44.1.1 consult with the Media Partner regarding any such proposed publication and redactions to the information to be published pursuant to this **clause 44.1**;
- 44.1.2 consider the Media Partner's reasonable objections to disclosure;
- 44.1.3 save where the Authority is obliged under Part 2 of the Local Government Transparency Code 2015 to publish the relevant information in its entirety, consider appropriate redactions to the Main Terms prior to their publication, taking into account applicable FOI Legislation exemptions/exceptions to the relevant information (if any).
- 44.2 The Media Partner undertakes to:

- 44.2.1 keep the Authority Information confidential;
- 44.2.2 not without the Authority's written consent disclose the Authority Information in whole or in part to any other person, save for:
 - 44.2.2.1 those Media Partner Personnel involved in the exercise of the Advertising Rights and who have a need to know the same for the proper performance of the Advertising Activities; and
 - 44.2.2.2 its auditors and any other professional advisers who are under contractual obligations of confidentiality, provided that prior to such disclosure the Media Partner consults with the Authority as to the proposed form of such disclosure, and

in each case, the Media Partner make such recipients aware of the fact that the Authority Information is confidential and secret and the obligations of confidentiality contained in this **clause 44** that they are required to comply with. The Media Partner will procure that each of the recipients will not do or omit to do anything which if done or omitted to be done by the Media Partner would constitute a breach of this **clause 44**. The Media Partner will be liable for the acts and omissions of the recipients in respect of the Authority Information as if they were acts or omissions of the Media Partner; and
- 44.2.3 use the Authority Information solely to the extent necessary in connection with the exercise of the Advertising Rights and not for its own benefit or the benefit of any third party.
- 44.3 Subject to **clause 44.4**, the provisions of **clause 44.2** will not apply to the whole or any part of the Authority Information to the extent that it is:
 - 44.3.1 in the public domain other than as a result of a breach of this **clause 44**; or
 - 44.3.2 required to be disclosed by any Law, the regulations of any recognised stock exchange, any taxation authorities or by an order of a court or other tribunal of competent jurisdiction or any relevant regulatory body or law enforcement agency (a "**Regulatory Disclosure**").
- 44.4 The Media Partner undertakes to the Authority that it will in relation to each Regulatory Disclosure permitted under **clause 44.3.2**:
 - 44.4.1 to the extent that it is lawful to do so, notify the Authority in writing in advance of the circumstances and content of the proposed Regulatory Disclosure; and
 - 44.4.2 where the Media Partner is not able to inform the Authority prior to the making of the Regulatory Disclosure, it will (to the extent lawful) inform the Authority immediately after the making of the Regulatory Disclosure of the full circumstances of the Regulatory Disclosure and provide details of all Authority Information that has been disclosed; and
 - 44.4.3 where applicable, cooperate fully with the Authority in any proceedings brought by the Authority to challenge or dispute any requirement or request to make such a Regulatory Disclosure; and
 - 44.4.4 disclose the minimum amount of Authority Information that is necessary in order for the applicable requirement to be complied and make such Regulatory Disclosure subject to obligations of confidence, consistent, so far as possible, with the terms of this Agreement.
- 44.5 The Media Partner undertakes to make all Media Partner Personnel aware of the confidentiality of the Authority Information and the provisions of this **clause 44** and, without limitation to the foregoing, to take all such steps as will from time to time be necessary to ensure compliance by the Media Partner Personnel with the provisions of this **clause 44**.

- 44.6 The Authority will have the same obligations as those imposed on the Media Partner under **clauses 44.2, 44.3 and 44.5** in respect of those categories of confidential information set out in **Schedule 15**, except that the Authority may:
- 44.6.1 disclose the Media Partner's Reserved Information where the Authority considers that it is obliged to do so under the terms of **clause 44.1** or under the FOI Legislation in accordance with **clause 45**;
 - 44.6.2 use the Media Partner's Reserved Information to the extent necessary to obtain the benefit of the Media Partner's performance and the Authority's rights under this Agreement;
 - 44.6.3 disclose the Media Partner's Reserved Information to any TfL Affiliate or, to the extent necessary to co-ordinate the Media Partner's activities with those of an Authority Contractor, to any Authority Contractor, in each case to the extent necessary to obtain the benefit of the Media Partner's performance and the Authority's rights under this Agreement; and
 - 44.6.4 disclose such of the Media Partner's Reserved Information as may be required to be published in the Official Journal of the European Union or as may in the Authority's reasonable opinion need to be provided to tenderers for the position of Incoming Media Partner as part of any tender process conducted prior to or on expiry or termination of this Agreement.
- 44.7 If either party receives a request for the other party's information that is the subject of this **clause 44** (the Authority Information or the Media Partner's Reserved Information) (the "**Other Party's Information**") it will:
- 44.7.1 notify the other party as soon as reasonably practicable; and
 - 44.7.2 use reasonable endeavours to protect the confidentiality of the Other Party's Information.
- 44.8 The Authority may in its absolute discretion consult with the Media Partner regarding any redactions to Contract Information to be published pursuant to **clause 44.6.1**.
- 44.9 The obligations with respect to the Authority Information and the Media Partner's Reserved Information disclosed under this Agreement will survive termination or expiry of this Agreement and continue for as long as the information remains confidential.
- 44.10 The Media Partner acknowledges and agrees that damages alone would not be an adequate remedy for breach of **clause 44** by the Media Partner. Accordingly, the Authority (or any TfL Affiliate) will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of such clauses by the Media Partner.
45. **FREEDOM OF INFORMATION**
- 45.1 For the purpose of this **clause 45**, unless the context indicates otherwise, the following expressions will have the following meanings:
- | | |
|------------------------------|--|
| "Information" | information relating in any way to the performance of this Agreement recorded in any form held by the Authority or by the Media Partner on behalf of the Authority |
| "Information Request" | a request for any Information under the FOI Legislation. |
- 45.2 The Media Partner acknowledges that the Authority:
- 45.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

- 45.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Media Partner.
- 45.3 Without prejudice to the generality of **clause 45**, the Media Partner will and will procure that the Media Partner Personnel will:
- 45.3.1 transfer to the Authority's Contract Manager (or such other person as may be notified by the Authority to the Media Partner) each Information Request 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 Request; and
- 45.3.2 in relation to Information held by the Media Partner on behalf of the Authority, provide the Authority with details about and/or copies of all such Information that the Authority requests and such details and/or copies will be provided in such forms as the Authority may reasonably specify and within five (5) Business Days of a request from the Authority or such other period as:
- 45.3.2.1 the Authority may reasonably specify; or
- 45.3.2.2 the Authority may approve (at its sole discretion) following receipt of a reasonable request by the Media Partner to extend such five (5) Business Day time period.
- 45.4 The Authority will be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation.
- 45.5 The Media Partner will not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority in writing.

46. **CORRUPT GIFTS**

The Media Partner will not, and will ensure that the Media Partner Personnel do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Authority or any TfL Affiliate, nor favour any employee, officer or agent of the Authority or any TfL Affiliate with gifts or entertainment of significant cost or value, nor enter into any business arrangement with employees, officers or agents of the Authority or any TfL Affiliate other than as a representative of the Authority or such TfL Affiliate, without the Authority's prior written approval.

47. **CRIME AND DISORDER ACT 1998**

- 47.1 The Media Partner acknowledges that the Authority is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:
- 47.1.1 to have due regard to the impact of crime, disorder and community safety in the exercise of the Authority's duties;
- 47.1.2 where appropriate, to identify actions to reduce levels of crime and disorder; and
- 47.1.3 without prejudice to any other obligation imposed the Authority, to exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area,

and in the performance of this Agreement, the Media Partner will assist and co-operate with the Authority, and will use reasonable endeavours to procure that its sub-contractors and sub-consultants observe these duties and assists and co-operates with the Authority where possible to enable the Authority to satisfy its duty.

48. **ANTI-CORRUPTION**

48.1 The Media Partner will, and will procure that the Media Partner Personnel and any other persons who undertake the Advertising Activities for or on behalf of it in connection with this Agreement will:

48.1.1 not commit any act or omission which causes or could cause it or the Authority or any TfL Affiliate to breach, or commit an offence under, any Laws relating to anti-bribery and/or anti-corruption, including the Bribery Act 2010;

48.1.2 comply with the Authority's anti-corruption policy as updated from time to time;

48.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with this Agreement and the steps it takes to comply with this **clause 48.1**, and the Authority will be permitted to inspect and audit those records in accordance with **clause 27**;

48.1.4 promptly notify the Authority of:

48.1.4.1 any request or demand for any financial or other advantage received by it; and

48.1.4.2 any financial or other advantage it gives or intends to give, whether directly or indirectly in connection with this Agreement; and

48.1.5 promptly notify the Authority of any breach of this **clause 48.1**.

49. **ANTI-SLAVERY**

49.1 For the purpose of this **clause 49**, the following expressions will have the following meanings:

"Anti-Slavery Laws" any and all laws anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act 2015

"Modern Slavery Practice" any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950 as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation's Forced Labour Convention 1930 (No.29) and Protocol), (c) human trafficking, or (d) the arranging or facilitation of the travel of another person with a view to that person being exploited.

49.2 The Media Partner will, and will procure that the Media Partner Personnel and any other persons who undertake Advertising Activities for or on behalf of it in connection with this Agreement will:

49.2.1 not engage in any Modern Slavery Practice;

49.2.2 not commit any act or omission which causes or could cause it or the Authority or any TfL Affiliate to breach, or commit an offence under, any Anti-Slavery Laws; and

49.2.3 comply at all times with the Authority's anti-slavery policy as updated from time to time.

- 49.3 The Media Partner will:
- 49.3.1 conduct proper and detailed checks on any agency or person used by the Media Partner to provide labour, employees, contractors or other persons to undertake tasks for the Media Partner (in each case whether on a permanent or temporary basis) to ensure that any such agency or person does not engage and has not in the past engaged in any Modern Slavery Practice or abuse of human rights, or use of child labour;
 - 49.3.2 provide the Authority with such assistance and information as it may require from time to time to enable the Authority to:
 - 49.3.2.1 perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as required by the Authority;
 - 49.3.2.2 prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act 2015 and to include the matters referred to in section 54(5) of that Act;
 - 49.3.2.3 comply with any requirement to report on respect for human rights or to enable the Authority to demonstrate compliance with any human rights code or policy to which it adheres or which applies to it;
 - 49.3.2.4 identify any non-compliance with the Authority's anti-slavery policy; and
 - 49.3.2.5 conduct due diligence and to measure the effectiveness of the steps the Authority is taking or wishes to take to ensure that Modern Slavery Practices or abuse of human rights are not taking place in its business or supply chains; and
 - 49.3.3 permit the Authority, and any person nominated by it for this purpose, to have such access on demand to the Media Partner's premises, personnel, systems, books and records as the Authority may require to verify the Media Partner's compliance with this **clause 49**.
- 49.4 The Media Partner will immediately give written notice to the Authority upon the occurrence of a breach or suspected breach of any of its obligations referred to in this **clause 49**. The notice will set out full details of the breach or suspected breach.
- 49.5 The Authority will be entitled, by giving written notice to that effect to the Media Partner, to require the Media Partner to:
- 49.5.1 remove from the performance of this Agreement any of the Media Partner Personnel whom the Authority believes to be engaging in any Modern Slavery Practice; or
 - 49.5.2 take such action as the Authority requires to ensure that the Media Partner fully complies with any Anti-Slavery Law, the Authority's anti-slavery policy and any applicable guidance issued by any Competent Authority.

50. **DISCRIMINATION AND HARASSMENT**

- 50.1 The Media Partner will not, and will procure that the Media Partner Personnel do not, unlawfully discriminate, within the meaning and scope of the Equality Act 2010. The Media Partner acknowledges that the Authority is under a duty under Section 149 of the Equality Act 2010 to have due regard to the need to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act, to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it and foster good relations between persons

who share a relevant protected characteristic and persons who do not share it. In exercising its rights and performing its obligations, the Media Partner will assist and cooperate with the Authority where possible in satisfying this duty.

- 50.2 In relation to the Authority's workplace harassment policy ("**Harassment Policy**") as updated from time to time (copies of which are available on request from the Authority), which requires the Authority's own staff and those of its contractors to comply fully with the Harassment Policy to eradicate harassment in the workplace, the Media Partner will:
- 50.2.1 ensure that the Media Partner Personnel are fully conversant with the requirements of the Harassment Policy;
 - 50.2.2 fully investigate allegations of workplace harassment in accordance with the Harassment Policy; and
 - 50.2.3 ensure that appropriate, effective action is taken where harassment is found to have occurred.

51. **QUALITY ASSURANCE, BEST VALUE AND HEALTH AND SAFETY**

- 51.1 The Media Partner will maintain an effective and economical programme for quality, planned and developed in conjunction with any other functions of the Media Partner necessary to satisfy the requirements of this Agreement.
- 51.2 At the Authority's request, the Media Partner will, at its own expense, detail in writing the programme referred to in **clause 51.1** prove to the Authority's satisfaction that the Advertising Rights are being exercised and the Advertising Activities are being provided in accordance with this Agreement.
- 51.3 The Media Partner acknowledges that TfL is a best value authority for the purposes of the Local Government Act 1999 and as such TfL is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness. The Media Partner will assist TfL and the Authority to discharge TfL's and the Authority's duty where possible, and in doing so, it will inter alia carry out any reviews of its rights and obligations reasonably requested by TfL or the Authority from time to time. The Media Partner agrees to negotiate in good faith (acting reasonably) any changes to this Agreement in order for TfL and the Authority to achieve best value.
- 51.4 The Media Partner will on or prior to each anniversary of the Advertising Commencement Date during the Term produce an annual report upon the exercise of the Advertising Rights and the Advertising Activities which will address:
- 51.4.1 the performance of the Advertising Activities by the Media Partner;
 - 51.4.2 the latest statutory accounts and directors' report of the Media Partner (whether or not adopted by the Media Partner in general meeting);
 - 51.4.3 any opportunities identified and/or implemented by the Media Partner in order to achieve a continuous improvement in the way the Advertising Activities are provided, having regard to a combination of economy, efficiency and effectiveness;
 - 51.4.4 the Media Partner's compliance with **clauses 7.1.3, 7.1.5, 15.1.2, 48.1 and 50.2**; and
 - 51.4.5 such other matters as the Authority may (acting reasonably) specify from time to time.

Within one (1) month following the submission of such report, the representatives of the Authority and the Media Partner will meet in order to discuss the contents of such report and any improvements which may be made to the Advertising Activities arising out of the content of such report.

- 51.5 The Media Partner will maintain a Health and Safety Plan in relation to the exercise of its rights and fulfilment of its obligations under this Agreement, which will include the following information, which the Media Partner will review annually:
- 51.5.1 the requirements set out in **paragraph 3 of Part 1 of Schedule 9**;
 - 51.5.2 how the Media Partner will comply (and ensure compliance by the Media Partner Personnel) with and secure enforcement of its obligations under **paragraph 3 of Part 1 of Schedule 9**, including by way of example only, how it will communicate to the Media Partner Personnel the health and safety obligations with which they must comply, and details of the resources that the Media Partner will direct to compliance with its health and safety obligations;
 - 51.5.3 how the Media Partner will remedy non-compliance, if any, with its obligations under **paragraph 3 of Part 1 of Schedule 9**;
 - 51.5.4 full details of the Media Partner's health and safety policy for individuals working on the Estate and its alcohol and drugs policy, which will be not less onerous than the Authority's equivalent statements in respect of broadly comparable tasks;
 - 51.5.5 the Media Partner's organisation and arrangements for health and safety describing how commitments in the Health and Safety Plan will be achieved, including:
 - 51.5.5.1 the intervals at which and the method by which the Media Partner will carry out audits of its health and safety procedures (including the type, scope and frequency of inspections) and its (and the Media Partner Personnel's) compliance with health and safety conditions and obligations, and the intervals at which the Media Partner will review the results of such audits with the Authority;
 - 51.5.5.2 details of measures which are required to be taken to identify training and personal protective equipment requirements arising out of workplace risk assessments and procedures in relation to working on ladders, checking the safety of ladders and evaluation of substances by the Media Partner in relation of the Control of Substances Hazardous to Health Regulations 2002 (COSHH);
 - 51.5.5.3 procedures in respect of securing approval for method statements or working from the Authority's Contract Manager;
 - 51.5.5.4 details of how the Media Partner will secure competent resources (including assessing the competency and capability of the Media Partner Personnel) to meet the requirements of its Health and Safety Plan, including competent resources to produce method statements and case for safety papers when these are required;
 - 51.5.5.5 details of how the Media Partner Personnel will be made aware of their health and safety responsibilities, including the need to obey all instructions from the Authority's authorised staff when working on the Estate; and
 - 51.5.5.6 the disciplinary policy that will apply to the Media Partner Personnel who are found by the Authority or the Media Partner to be in breach of any of the Media Partner's health and safety obligations; and
 - 51.5.6 full details of the reporting procedures in relation to accidents or incidents occurring in relation to this Agreement (including how any trends will be assessed).

The Media Partner will provide a copy of its proposed Health and Safety Plan to the Authority no later than six (6) weeks after the Contract Commencement Date for approval by the Authority in accordance with **clause 6.11** and on any reissue.

51.6 The Media Partner will maintain an environmental management plan in relation to the exercise of its rights and fulfilment of its obligations under this Agreement and will provide a copy of its plan to the Authority by no later than ninety (90) days prior to the Advertising Commencement Date and on any reissue. The Media Partner will demonstrate through its plan, how its environmental management system (including organisational arrangements, policies, actions and behaviours) delivers the effective management of environmental and sustainability issues, maximising environmental opportunities and minimising environmental risks. The plan will address the objectives set out in the standard QUENSH Conditions Manual and TfL's Corporate Environmental Framework. The Authority is committed to and requires its contractors and sub-contractors fully to:

51.6.1 support and demonstrate, through the effective implementation of a health, safety and environmental management system, the improvement of business performance and the minimisation of risks and disruption to their respective employees and sub-contractors and staff and customers of all TfL Affiliates and those interfacing with the TfL transport networks; and

51.6.2 maximise opportunities for environmentally responsible procurement, including adopting the principles of "reduce, reuse, recycle and buy recycled", where the required criteria for performance and cost effectiveness can be met.

51.7 The Media Partner will, in accordance with this **clause 51.7**, within six (6) calendar months of the Contract Commencement Date develop a "**Risk Register**" setting out, in a form acceptable to the Authority, key areas of risk relating to this Agreement, including health and safety, environmental technical, operational, financial, commercial, human resources and impact on other contracts to which the Authority is a party (including the contracts with the Authority Contractors and any other revenue generating contracts). The Risk Register will detail as a minimum:

51.7.1 risks related to this Agreement;

51.7.2 perceived level of risk;

51.7.3 responsibility for mitigation; and

51.7.4 relevant agreement reference.

51.8 The Media Partner will maintain the Risk Register throughout the Term, and it will be reviewed by the Authority and the Media Partner and such other meetings as may be required from time to time.

52. **LONDON LIVING WAGE**

52.1 For the purpose of this **clause 52**, unless the context indicates otherwise, the following expressions will have the following meanings:

"London Living Wage" the London rate for the basic hourly wage as updated and published annually by the LWF (or any relevant replacement organisation) on its website (www.livingwage.org.uk)

"LWF" the Living Wage Foundation or any relevant replacement organisation as notified by the Authority from time to time.

52.2 The Media Partner acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that each TfL Affiliate ensures that the London Living Wage be paid to anyone engaged by that TfL Affiliate who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Estate in the circumstances set out in **clause 52.4.1**.

- 52.3 Without prejudice to any other provision of this Agreement, the Media Partner will:
- 52.3.1 ensure that its employees and procure that the employees of its sub-contractors engaged in the provision of the Advertising Activities:
- 52.3.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
- 52.3.1.2 on the Estate, including premises and land owned or occupied by the Authority,
- be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;
- 52.3.2 ensure that none of:
- 52.3.2.1 its employees; nor
- 52.3.2.2 the employees of its sub-contractors,
- engaged in the provision of the Advertising Activities be paid less than the amount to which they are entitled in their respective contracts of employment;
- 52.3.3 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including:
- 52.3.3.1 all information necessary for the Authority to confirm that the Media Partner is complying with its obligations under this **clause 52**; and
- 52.3.3.2 reasonable evidence that this **clause 52** has been implemented;
- 52.3.4 disseminate on behalf of the Authority to:
- 52.3.4.1 its employees; and
- 52.3.4.2 the employees of its sub-contractors,
- engaged in the provision of the Advertising Activities such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and
- 52.3.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including:
- 52.3.5.1 allowing the LWF to contact and meet with the Media Partner's employees and any trade unions representing the Media Partner's employees;
- 52.3.5.2 procuring that the Media Partner's sub-contractors allow the LWF to contact and meet with the subcontractors' employees and any trade unions representing the sub-contractors' employees,
- in order to establish that the obligations in **clauses 52.3.1** and **52.4.1** have been complied with.
- 52.4 For the avoidance of doubt the Media Partner will:
- 52.4.1 implement the annual increase in the rate of the London Living Wage; and

52.4.2 procure that its sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

52.5 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Media Partner Personnel.

52.6 Without limiting the Authority's rights under any other termination provision in this Agreement, the Media Partner will remedy any breach of the provisions of this **clause 52** within four (4) weeks' notice of the same from the Authority (the "**Notice Period**"). If the Media Partner remains in breach of the provisions of this **clause 52** following the Notice Period, the Authority may by written notice to the Media Partner immediately terminate this Agreement.

53. **ENVIRONMENTAL**

The provisions of **Schedule 28** will apply in relation to environmental requirements and the parties will comply with their respective obligations thereunder.

54. **WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT**

54.1 For the purpose of this **clause 54**, unless the context indicates otherwise, the following expressions will have the following meanings:

"**EEE**" any electrical and electronic equipment as defined in the WEEE Regulations

"**WEEE Regulations**" Waste Electrical and Electronic Equipment Regulations 2013 (as amended by the Waste Electrical and Electronic Equipment and Restriction on the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (Amendment) Regulations 2014 and the Waste Electrical and Electronic Equipment (Amendment) Regulations 2015).

54.2 When procuring any EEE for use in accordance with the Advertising Activities whether by direct purchase by the Media Partner, purchase on behalf of the Authority, lease or otherwise, the Media Partner will ensure that in accordance with the WEEE Regulations that the producer of the EEE (whether that be the Media Partner or a third party) will assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of:

54.2.1 all waste electrical and electronic equipment arising from the EEE; and

54.2.2 all waste electrical and electronic equipment arising from equipment placed on the market prior to 13 August 2005 where such equipment is to be replaced by the EEE and the EEE is of an equivalent type or is fulfilling the same function as the original equipment.

54.3 When procuring EEE the Media Partner will obtain the WEEE registration number of the relevant producer and will provide this on request to the Authority.

54.4 The Media Partner will indemnify and keep indemnified the Authority and each TfL Affiliate as a result of any Losses which it incurs as a result of any failure on the part of the Media Partner or the relevant producer to comply with the terms of this **clause 54**.

55. **ETHICAL SOURCING**

55.1 The Authority is committed to ensuring that workers employed in its supply chains in the UK and throughout the world are treated fairly, humanely and equitably. In the course of complying with this Agreement, the Media Partner will:

- 55.1.1 adhere to the principles of and will procure that its subcontractors (as applicable) adhere to the EDI Policy as set out in **Schedule 19**; and
- 55.1.2 implement an Agreed SMART Action Plan designed to protect workers from labour exploitation and human rights abuses and ensure compliance with the Modern Slavery Act 2015 and the Good Work Standard in accordance with the requirements as set out in **Schedule 19**.
- 55.2 The Media Partner will, within ninety (90) days of the Advertising Commencement Date, produce an Ethical Sourcing and Modern Slavery Action Plan identifying the main risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in its supply chain, highlighting the main products and countries involved and the steps to be taken by the Media Partner to mitigate the risks in the short, medium and long term. The costs of the creation and implementation of the Ethical Sourcing and Modern Slavery Action Plan will be borne by the Media Partner.
- 55.3 The Media Partner will update the Ethical Sourcing and Modern Slavery Action Plan annually for the Term. More regular updates will be provided when risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in its supply chain are assessed as imminent either by the Media Partner or the Authority.
- 55.4 The Media Partner will, where relevant, train its employees and subcontractors to ensure compliance with this **clause 55**. The Media Partner will keep a record of all training completed by its employees and subcontractors and will make a copy of the record available to the Authority on request.
- 55.5 During the Term, if the Authority has reasonable cause to believe that the Media Partner is not complying with any provision of this **clause 55**, the Authority will notify the Media Partner and the parties will agree a remediation plan with appropriate timeframes for compliance by the Media Partner, such remediation plan to be agreed by the parties (acting reasonably) by no later than thirty (30) days from the date of the Authority's notification to the Media Partner that remedial action is required or such other period as the parties may otherwise agree in writing. The costs of the creation and implementation of the remediation plan will be borne by the Media Partner.
- 55.6 Following agreement of the remediation plan described in **clause 55.5**, the Authority reserves the right to conduct, or require to be conducted, one or more audits, (either itself or via a third-party auditor approved by the Authority) in relation to compliance by the Media Partner with the remediation plan.
- 55.7 For the avoidance of doubt, the right of audit contained in this **clause 55** will include the right of the Authority (or an auditor appointed by the Authority) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Media Partner will co-operate and will procure that its subcontractors (as applicable) co-operate with the Authority and the Authority's auditor in relation to all aspects of any audit.
- 55.8 The Media Partner will make the audit reports required pursuant to **clause 55.7** available to the Authority through the Suppliers Ethical Data Exchange ("**Sedex**"), or an equivalent process.
- 55.9 The Media Partner will comply with the 'Electronics Watch Contract Conditions for Supply Contracts' set out in **Schedule 29**.
- 55.10 The Media Partner will comply with the provisions of **Schedule 31**.
56. **TIMBER STANDARDS**
- 56.1 For the purpose of this **clause 56**, unless the context indicates otherwise, the following expressions will have the following meanings:

“Legal Timber”

Timber in respect of which the organisation that felled the trees and/or provided the Timber from which the wood supplied under this Agreement derived:

- (a) had legal rights to use the forest;
- (b) holds a register of all local and national laws and codes of practice relevant to forest operations; and
- (c) complied with all relevant local and national laws and codes of practice including environmental, labour and health and safety laws and paid all relevant royalties and taxes

“Recycled Timber” and “Reclaimed Timber”

recovered wood that has been reclaimed or re-used and that has been in previous use and is no longer used for the purpose for which the trees from which it derives were originally felled. The terms ‘recycled’ and ‘reclaimed’ are interchangeable and include the following categories: pre-consumer recycled wood and wood fibre or industrial by-products but excluding sawmill co-products (sawmill co-products are deemed to fall within the category of Virgin Timber), post-consumer recycled wood and wood fibre and drift wood. Recycled or Reclaimed Timber must be capable of being evidenced as such to the Authority’s satisfaction in order to satisfy this definition

“Sustainable Timber”

Timber, which in order to meet the Authority’s criteria for sustainable timber, must be:

- (a) Recycled Timber; or
- (b) Sustainably Sourced Timber; or
- (c) a combination of (a) and (b) above

“Sustainably Sourced Timber”

Timber sourced from organisational, production and process methods that minimise harm to ecosystems, sustain forest productivity, ensure that both forest ecosystem health and vitality, and forest biodiversity is maintained. In order to satisfy this definition, Timber must be accredited to meet the Forest Stewardship Council (FSC) or equivalent. Where it is not practicable to use Forest Stewardship Council (FSC) standard accredited timber, the Authority will accept timber accredited through other schemes approved by the Central Point of Expertise on Timber (CPET), as listed below:

- (a) Canadian Standards Association (CSA);
- (b) Programme for the Endorsement of Forest Certification (PEFC); or
- (c) Sustainable Forestry Initiative (SFI),

or such other source as the Media Partner may demonstrate to the Authority’s satisfaction is equivalent

“Timber”

wood from trees that have been felled for that purpose, but excludes any item where the manufacturing processes applied to it has obscured the wood element (by way of example only, paper would not be treated as timber).

Where the term Timber is used as a generic term it includes both Virgin Timber and Recycled Timber

“Virgin Timber” timber supplied or used in performance of this Agreement that is not Recycled Timber.

56.2 **Media Partner’s Obligations and the Authority’s Rights**

- 56.2.1 The Media Partner will ensure that all Timber supplied or used in the performance of this Agreement will be Sustainable Timber. If it is not practicable for the Media Partner to meet this condition the Media Partner must inform the Authorities in writing prior to the supply of any Timber that is not Sustainable Timber, and stating the reason for the inability to comply with this condition. The Authority reserves the right, in its absolute discretion, to approve the use of Timber that is not Sustainable Timber. Where the Authority exercises its right to reject any Timber, the provisions of **clause 56.2.4** will apply.
- 56.2.2 Without prejudice to **clauses 56.2.1** and **56.3.2**, all Virgin Timber procured by the Media Partner for supply or use in performance of this Agreement will be Legal Timber.
- 56.2.3 The Media Partner will ensure that Virgin Timber it procures for supply or use in performance of this Agreement will not have derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) unless the supplier can prove, by producing official documentation, that it has complied with the CITES requirements that permit trading in the particular species of tree so listed under that Convention.
- 56.2.4 The Authority reserves the right to reject at any time any Timber that does not comply with the conditions of this Agreement. Where the Authority exercises its right to reject any Timber, the Media Partner will supply contractually compliant alternative Timber, at no additional cost to the Authority and without causing delay to the performance of this Agreement.
- 56.2.5 The Media Partner will maintain records of all Timber supplied and used in the performance of this Agreement. Such information will be made available to the Authority promptly if requested at any time.

56.3 **Authority’s Reporting Requirements**

- 56.3.1 Unless the Authority has given its written approval in accordance with **clause 56.2.1** that Timber that is not Sustainable Timber may be used, then, if requested, the Media Partner will promptly provide evidence to the Authority’s satisfaction that the Timber is Sustainable Timber.
- 56.3.2 Upon a request by the Authority referred to in **clause 56.2.1**, in the event that the Media Partner does not promptly provide such evidence, or the evidence provided does not satisfy the Authority’s requirements, then (and without prejudice to **clause 56.3.1**), the Authority reserves the right to retain 25% of any monies payable to the Media Partner under this Agreement until such date as the Authority is in receipt of such evidence and the Authority is satisfied that the evidence establishes that the Timber is Sustainable Timber.
- 56.3.3 The Media Partner will report quarterly on its use of Sustainable Timber in the performance of this Agreement, in accordance with the Timber Standards as set out in **Schedule 26**.
- 56.3.4 The Media Partner will report on the amount of Timber that has been supplied to the Authority in accordance with **clause 56.2.1** which is not Sustainable Timber.

56.4 **Verification**

56.4.1 **Evidence of Sustainable Timber**

The Authority reserves the right to determine whether the evidence supplied by the Media Partner is sufficient to satisfy it that the specification and the conditions of contract have been fully complied with. In the event that the Authority is not so satisfied, the Media Partner will, on written request by the Authority, commission and meet the costs of an Independent Report to:

- (a) verify the source of the Timber; and
- (b) assess whether the forests of origin were managed in accordance with the specified local laws and regulations.

56.4.2 **Evidence of Legal Timber**

56.4.2.1 The Media Partner will, before delivering any Virgin Timber under this Agreement, obtain documentary evidence to the Authority's satisfaction that the Timber is both Legal and Sustainable Timber. If requested in writing by the Authority, the Media Partner will submit such documentary evidence to the Authority either prior to delivery or at such other times as the Authority may require. For the avoidance of doubt, the Media Partner will identify, as part of the evidence submitted, a chain of custody from the source of the Timber through to delivery of the final product.

56.4.2.2 The Authority reserves the right at any time during the execution of this Agreement and for a period of 6 years from final delivery of any Timber under this Agreement to require the Media Partner to produce the evidence required for the Authority's inspection within fourteen (14) days of the Authority's written request.

57. **LANE RENTAL**

57.1 For the purposes of this **clause 57**, the following expressions will have the following meanings:

"Authority Lane Rental Scheme" the Authority's lane rental scheme from time to time as approved under the Street Works (Charges for Occupation of the Highway) (Transport for London) Order 2021 to the extent applicable to the performance of the Media Partner's obligations under this Agreement (including installing, modifying, upgrading, changing and/or removing Advertising Equipment within the Advertising Estate)

"Lane Rental Charges" the meaning given to it in **clause 57.4**

"Lane Rental Road Segment or Pinchpoint" a relevant road segment or pinchpoint which is a "traffic-sensitive street" under section 64 of the New Roads and Street Works Act 1991

"Lane Rental Times" a "traffic-sensitive time" as defined in the Street Works (Charges for Unreasonably Prolonged Occupation of the Highway) (England) Regulations 2009 in respect of a Lane Rental Road Segment or Pinchpoint.

57.2 The Media Partner will at all times in the performance of the Advertising Activities comply with the:

- 57.2.1 Authority Lane Rental Scheme;
- 57.2.2 Traffic Management Act 2004;
- 57.2.3 New Roads and Street Works Act 1991;

- 57.2.4 Street Works (Charges for Unreasonably Prolonged Occupation of the Highway) (England) Regulations 2009; and
- 57.2.5 Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007.
- 57.3 The Media Partner will in accordance with the Authority Lane Rental Scheme:
- 57.3.1 submit permit applications and notices as may be required in accordance with the Authority Lane Rental Scheme for the performance of the Advertising Activities, including for consistency with the definition;
- 57.3.2 make any submissions under **clause 57.3.1** in accordance with the Authority's electronic system in respect of the Authority Lane Rental Scheme;
- 57.3.3 comply with all requirements and conditions contained in any permit or notice issued in accordance with this **clause 57.3**.
- 57.4 Subject to **clause 57.5**, the Media Partner will pay the lane rental charges:
- 57.4.1 as stated in the Authority Lane Rental Scheme; and
- 57.4.2 at the rate stated in the Authority Lane Rental Scheme for each Lane Rental Road Segment or Pinchpoint which it occupies during Lane Rental Times for the performance of the Advertising Activities,
- (the "**Lane Rental Charges**").
- 57.5 The Authority will reimburse the Media Partner the Lane Rental Charges to the extent that the Media Partner provides appropriate evidence to the Authority that it has minimised the Lane Rental Charges as much as possible, and if such occupation is solely due to:
- 57.5.1 the occurrence of an event at the Authority's risk;
- 57.5.2 the Media Partner fulfilling its obligations to provide emergency response services to a third party incident;
- 57.5.3 the Media Partner attending site at the request of the emergency services as long as the response request is not due to a breach or failure of the Media Partner's contractual obligations; or
- 57.5.4 the Authority requiring the occupation during the chargeable period,
- save that any reimbursement will only be for those Lane Rental Charges that are incurred in accordance with the agreed programme. For the avoidance of doubt, where the Lane Rental Charges have been incurred due to a Media Partner's risk or as a result of a failure to meet the agreed programme, then these Lane Rental Charges will not be reimbursable by the Authority. The Media Partner will be responsible for any costs reasonably incurred by the Authority under the Authority Lane Rental Scheme in connection with the performance of the Advertising Activities.
- 57.6 Lane Rental Charges will be recovered independently and will not affect other payments due under this Agreement, unless they are an element of a submitted invoice. The Authority will send a schedule of Lane Rental Charges due to the Media Partner for each applicable Authority Period. If the Media Partner disagrees with the schedule it will within ten (10) days respond providing details of the dispute as requested in the schedule. Once ten (10) days have elapsed or after any dispute has been investigated and the Authority has confirmed the schedule as issued or amended, an invoice will be issued by the Authority.
58. **WORK RELATED ROAD RISK**
- 58.1 For the purpose of this **clause 58**, the following expressions will have the following meanings:

“Bronze Accreditation”	the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Car-derived Vans”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment
“Collision Report”	a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities
“Delivery and Servicing Vehicle”	a Lorry, a Van or a Car-derived Van
“Driver”	any employee of the Media Partner (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Media Partner while delivering the Advertising Activities
“DVLA”	Driver and Vehicle Licensing Agency
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Lorry”	a vehicle with an MAM exceeding 3,500 kilograms
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road
“Side Guards”	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986
“Silver Accreditation”	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
“Van”	a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

- 58.2 Where the Media Partner operates Delivery and Servicing Vehicles, it will within ninety (90) days of the Contract Commencement Date:
- 58.2.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the **“Alternative Scheme”**); and
- 58.2.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and will maintain the

standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Media Partner has attained Silver or Gold Accreditation, the maintenance requirements will be undertaken in accordance with the periods set out in the FORS Standard.

Safety Equipment on Vehicles

- 58.3 The Media Partner will ensure that every Lorry, which it uses to provide the Advertising Activities, will:
- 58.3.1 have Side Guards, unless the Media Partner can demonstrate to the reasonable satisfaction of the Authority that the vehicle will not perform the function for which it was built if Side Guards are fitted;
 - 58.3.2 have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;
 - 58.3.3 have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
 - 58.3.4 have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

Driver Licence Checks

- 58.4 Where the Media Partner operates Delivery and Servicing Vehicles to provide the Advertising Activities the Media Partner will ensure that:
- 58.4.1 it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and
 - 58.4.2 each of its Drivers engaged in the provision of the Advertising Activities has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Advertising Activities and that the driving licence check with the DVLA or equivalent is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Media Partner's risk scale, provided that the Media Partner's risk scale has been approved in writing by the Authority within the last twelve (12) months:
 - 58.4.2.1 0 – 3 points on the driving licence – annual checks;
 - 58.4.2.2 4 – 8 points on the driving licence – six monthly checks;
 - 58.4.2.3 9 – 11 points on the driving licence – quarterly checks; or
 - 58.4.2.4 12 or more points on the driving licence – monthly checks.

Direct Vision Standard (DVS)

- 58.5 The Media Partner will:
- 58.5.1 comply with the provisions of **Schedule 30**; and
 - 58.5.2 ensure that all Category N3 HGVs used in the provision of the Advertising Activities achieve a minimum of a three (3) star Direct Vision Standard (as defined in **Schedule 30**) rating.

Driver Training

- 58.6 Where the Media Partner operates Delivery and Servicing Vehicles to provide the Advertising Activities the Media Partner will ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the Term.

Collision Reporting

- 58.7 Where the Media Partner operates Delivery and Servicing Vehicles to provide the Advertising Activities, the Media Partner will:
- 58.7.1 ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
- 58.7.2 within fifteen (15) days of the Contract Commencement Date, provide to the Authority a Collision Report. The Media Partner will provide to the Authority an updated Collision Report within five Business Days of a written request from the Authority.

Self-Certification of Compliance

- 58.8 Where the Media Partner operates Delivery and Servicing Vehicles to provide the Advertising Activities, within ninety (90) days of the Contract Commencement Date, the Media Partner will make a written report to the Authority detailing its compliance with **clauses 58.3, 58.4, 58.5** and **58.6** of this Agreement (the "**WRRR Self-certification Report**"). The Media Partner will provide updates of the WRRR Self-certification Report to the Authority on each three (3) month anniversary of its submission of the initial WRRR Self-certification Report.

Obligations of the Media Partner Regarding Sub-contractors

- 58.9 The Media Partner will ensure that those of its sub-contractors who operate Delivery and Servicing Vehicles to provide the Advertising Activities will:
- 58.9.1 comply with **clause 58.2.1**;
- 58.9.2 where its subcontractors operate the following vehicles to provide the Advertising Activities will comply with the corresponding provisions of this Agreement:
- 58.9.2.1 For Lorries – clauses **58.3, 58.4, 58.5, 58.6** and **58.7**; and
- 58.9.2.2 For Vans – **clauses 58.4, 58.6** and **58.7**.

Failure to Comply with Freight-related Obligations

- 58.10 Without limiting the effect of any other clause of this Agreement relating to termination, if the Media Partner fails to comply with **clause 58.2, 58.3, 58.4, 58.5, 58.6, 58.7, 58.8** or **58.9**:
- 58.10.1 the Media Partner has committed a material breach of this Agreement; and
- 58.10.2 the Authority may refuse the Media Partner, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Authority for any purpose (including deliveries).

59. SPECIFIC LUL STANDARDS

- 59.1 The Media Partner acknowledges its awareness of the Authority's statutory duty to provide or secure a safe, economic and efficient public passenger transport services by railway for Greater London and will at all times during the Term have regard to the Authority's statutory duties. The Media Partner will not, in the performance of the Advertising Activities, in any

manner endanger the safety of or interfere with the operation of the London Underground or endanger the public and will minimise any disruption to both the London Underground and the public.

- 59.2 The Media Partner acknowledges, and undertakes to inform Media Partner Personnel who will be using the Authority's communication facilities that the Authority reserves the right from time to time to:
- 59.2.1 intercept, for the purposes of monitoring and / or recording, any communication made through any system capable of transmitting communications including telephone, electronic mail, facsimile, voicemail or internet facility provided by the Authority; and
 - 59.2.2 use any information obtained as a result of any intercepted communication referred to in **clause 59.1** for the purposes permitted by the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.
- 59.3 In performing or exercising the Advertising Activities, the Media Partner will comply with LUL Standards.
- 59.4 The Media Partner will comply with the QUENSH Conditions Manual as indicated and respond to the manual provided by the Contract Manager.
- 59.5 It is the responsibility of the Media Partner to ensure that it receives the LUL Standards from LUL for the required Advertising Activities and must ensure that it has been appraised by LUL as capable of performing the Advertising Activities in terms of the LUL Standards. If the Media Partner has not been appraised or has not been provided with the LUL Standards, it is the Media Partner's obligation to raise this with the Contract Manager and if necessary cease work until the appraisal is completed.
- 59.6 Where there is a requirement indicated in the QUENSH Conditions Manual to comply with one or more conditions, it is the responsibility of the Media Partner to satisfy itself of the requirements of the indicated conditions as contained in QUENSH Conditions Manual. Access to LUL Standards can be gained through the intranet, of which access can be obtained on request to the Contract Manager.
60. **FORCE MAJEURE**
- 60.1 The Authority will not be deemed to be in breach of this Agreement nor otherwise liable to the Media Partner for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is due to Force Majeure or the Media Partner's failure to perform or delay in performing any of its obligations under this Agreement due to a Force Majeure.
- 60.2 Save in respect of the Media Partner's obligation to pay the Fees, and subject to **clause 60.5** and the Media Partner's compliance with **clause 60.3**, the Media Partner will not be deemed to be in breach of this Agreement nor otherwise liable to the Authority for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is due to Force Majeure.
- 60.3 If the Media Partner's performance of any or all of its obligations under this Agreement is affected by Force Majeure, then:
- 60.3.1 it will promptly give written notice to the Authority, specifying the nature and extent of the Force Majeure immediately on becoming aware of the Force Majeure and will at all times take all steps necessary to mitigate the effects of the Force Majeure;
 - 60.3.2 it will:
 - 60.3.2.1 meet with the Authority on request to discuss the impact on the Advertising Activities and Gross Revenue;

- 60.3.2.2 prepare a plan confirming the steps it proposes to take to mitigate the impact on the Advertising Activities and Gross Revenue; and
 - 60.3.2.3 promptly take all steps and put in place all measures required by the Authority to mitigate such impact;
 - 60.3.3 subject to the provisions of **clause 60.4**, the date for performance of such of its obligation as are affected by the Force Majeure will be deemed suspended but only for a period equal to the delay caused by such event;
 - 60.3.4 it will continue to perform all of its obligations under this Agreement the performance of which are not affected by the Force Majeure or its direct effects;
 - 60.3.5 it will not be entitled to payment from the Authority in respect of extra costs and expenses incurred by virtue of the Force Majeure event; and
 - 60.3.6 it will continue to pay the Fees to the Authority in full without deduction.
- 60.4 If the Force Majeure in question prevails for a continuous period in excess of twenty-eight (28) days after the date on which the Force Majeure begins, the parties will enter into bona fide discussions with a view to agreeing such terms as are appropriate for the continued exercise of the rights and fulfilment of such of the obligations under this Agreement as are affected by the Force Majeure.
- 60.5 Nothing in this **clause 60** will relieve the Media Partner from its obligations under this Agreement to create, implement and operate the Business Resilience Plan. Accordingly, if a Force Majeure occurs which is an event or circumstance that is within the scope of the Business Resilience Plan, or would have been had the Business Resilience Plan complied with **clause 62** and/or **Schedule 25** (as appropriate), then this **clause 60** will only apply to that Force Majeure if:
- 60.5.1 the Business Resilience Plan complies with **clause 62** and/or **Schedule 25** and has been fully and properly implemented and operated in accordance with **clause 62** and/or **Schedule 25** in respect of that Force Majeure; and
 - 60.5.2 that Force Majeure still causes a failure or delay in performance of any of the Media Partner's other obligations under this Agreement.
- 61. PANDEMIC OR EPIDEMIC EVENTS**
- 61.1 In the event of a Pandemic or Epidemic Event, then where the Media Partner wishes to claim relief from the payment of TIPP the Media Partner will promptly:
- 61.1.1 give written notice to the Authority:
 - 61.1.1.1 specifying the nature and extent of the Pandemic or Epidemic Event; and
 - 61.1.1.2 providing detailed information and supporting evidence to confirm the basis on which the Media Partner believes (acting reasonably and in good faith) that the criteria for a Pandemic or Epidemic Event and a TIPP Deferral Event have been satisfied;
 - 61.1.2 provide any further information that the Authority may request to verify whether or not the criteria for a Pandemic or Epidemic Event and a TIPP Deferral Event have been satisfied in the relevant circumstances;
 - 61.1.3 continue to perform all of its obligations under this Agreement the performance of which are not prevented by the Pandemic or Epidemic Event;
 - 61.1.4 prepare a plan confirming the steps it proposes to take to mitigate the impact of the Pandemic or Epidemic Event on the Advertising Activities and Gross Revenue ("**Pandemic Plan**");

- 61.1.5 meet with the Authority on request to discuss:
- 61.1.5.1 the impact of the Pandemic or Epidemic Event on:
- (a) the Advertising Activities and Gross Revenue;
- (b) TIPP;
- (c) the Performance Standards; and
- 61.1.5.2 the Pandemic Plan;
- 61.1.6 update the Pandemic Plan in accordance with the Authority's comments and requirements; and
- 61.1.7 take all steps necessary and put in place all measures required to mitigate the effects of the Pandemic or Epidemic Event, including by implementing the Pandemic Plan (as updated in accordance with **clause 61.1.6**) in accordance with its terms.
- 61.2 Without prejudice to **paragraph 2.2.6 of Schedule 4**:
- 61.2.1 during the TIPP Deferral Period:
- 61.2.1.1 any payment of TIPP pursuant to **Schedule 4** arising during the TIPP Deferral Period will be deferred for the duration of such TIPP Deferral Period ("**Deferred TIPP Amount**"), provided always that:
- (a) upon the expiry of the TIPP Deferral Period; or
- (b) in the event of expiry or termination of this Agreement (howsoever arising),
- all Deferred TIPP Amounts will become immediately due and payable to the Authority and the Media Partner will immediately (or in accordance with any payment schedule agreed by the Authority and the Media Partner in writing) pay such Deferred TIPP Amounts to the Authority;
- 61.2.1.2 the Effective Authority Period Rate will not accrue in respect of Deferred TIPP Amounts for the purposes of **paragraph 2.2.2 of Schedule 4**; and
- 61.2.1.3 the Media Partner will not be liable to pay any Liquidated Damages to the Authority to the extent that it is prevented by the Pandemic or Epidemic Event from meeting the relevant Performance Standard ("**Affected Performance Standard**"); and
- 61.2.2 notwithstanding **clause 61.2.1.1**, all other Fees due and payable in respect of each Authority Period will continue to be paid by the Media Partner in full without deduction.
- 61.3 Upon the expiry of the TIPP Deferral Period, the Media Partner will resume performance of its obligations under this Agreement in full and ensure compliance with the Performance Standards in full (including any Affected Performance Standard).
- 61.4 The Media Partner will not be entitled to payment from the Authority in respect of any costs and expenses incurred by the Media Partner due to the Pandemic or Epidemic Event or the consequences thereof.
- 61.5 Nothing in this **clause 61** will relieve the Media Partner from its obligations under this Agreement to create, implement and operate the Business Resilience Plan. Accordingly, if

a Pandemic or Epidemic Event occurs which is an event or circumstance that is within the scope of the Business Resilience Plan, or would have been had the Business Resilience Plan complied with **clause 62** and/or **Schedule 25** (as appropriate), then this **clause 61** will only apply to that Pandemic or Epidemic Event if:

61.5.1 the Business Resilience Plan complies with **clause 62** and/or **Schedule 25** and has been fully and properly implemented and operated in accordance with **clause 62** and/or **Schedule 25** in respect of that Pandemic or Epidemic Event; and

61.5.2 the Pandemic or Epidemic Event still occurs.

62. **BUSINESS RESILIENCE PLAN**

62.1 The Media Partner will:

62.1.1 at all times:

62.1.1.1 maintain, keep up-to-date (including to reflect any changes to this Agreement) and comply with the Business Resilience Plan; and

62.1.1.2 ensure the Business Resilience Plan:

(a) is adequate to minimise the effect of and deal promptly and efficiently with any Disaster;

(b) as a minimum, reflects good industry practice and complies with all Law;

62.1.2 comprehensively test the Business Resilience Plan once in every rolling six (6) month period during the Term and will:

62.1.2.1 within five (5) Business Days of any test, provide the Authority with a written report detailing the results of that test and any actions it proposes to take to address those results; and

62.1.2.2 update the Business Resilience Plan to meet the requirements of **clause 62.1.1.2** and the Authority; and

62.1.3 on request, provide a copy of the updated Business Resilience Plan to the Authority.

62.2 The Media Partner will ensure that it is able to implement the Business Resilience Plan immediately upon the occurrence of a Disaster.

62.3 The Media Partner will notify the Authority immediately if a Disaster occurs and immediately implement the Business Resilience Plan and take all steps necessary to promptly mitigate the impact of that Disaster.

63. **WAIVER**

63.1 Any failure or delay by a party in exercising any right, power or remedy under or in connection with this Agreement will not in any circumstances impair such right, power or remedy nor constitute a waiver of, or prevent or restrict future exercise of, that or any other right, power or remedy. The single or partial exercise by a party of any other right, power or remedy under this Agreement will not in any circumstances preclude any other or further exercise of it, or the exercise of any other right, power or remedy.

63.2 A waiver of any right, power or remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, power, remedy, breach or default.

64. NOTICES

64.1 Any demand or notice ("**Notice**") may be given by hand or sent by registered post or e-mail, and will be deemed to have been duly served:

64.1.1 if delivered by hand (but not, in either case, by one of the methods set out in **clause 64.1.2**), at the time the notice is delivered to or left at that party's address;

64.1.2 if given or made by prepaid first class post, or mail delivery service providing proof of delivery, at 9.00am on the second Business Day after the date of posting; or

64.1.3 if sent by e-mail, at the time of sending the e-mail,

provided that, where in the case of delivery by hand, such delivery or transmission occurs either after 4.00 pm on a Business Day, or on a day other than a Business Day, service will be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

64.2 Any Notice will be made in writing addressed to the recipient at its registered office or its address stated in this Agreement (or such other address as may be notified in writing from time to time) and will be marked for the attention of the Contract Manager of that party.

64.3 If a Notice is given in accordance with **clause 64.1.3**, the title to the e-mail will begin with the words "Service of Notice" and a copy of the Notice will be sent to the receiving party's address (as set out in or changed in accordance with **clause 64.2**) by pre-paid first class post or mail delivery service providing guaranteed next working day delivery and proof of delivery within twenty-four (24) hours after sending the e-mail. The requirements set out in this **clause 64.3** are not conditions to valid service of the relevant notice by e-mail.

64.4 This **clause 64** will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

65. PUBLICITY

No announcement or information concerning this Agreement will be made or released or authorised to be made or released in any advertising, publicity, promotional or other marketing activities by the Media Partner (but excluding any disclosure required by legal, accounting or regulatory requirements) without the prior written consent of the Authority. For the avoidance of doubt, this provision will not restrict the Media Partner placing small labels on the Advertising Spaces in accordance with **clause 19.11**.

66. INVALIDITY AND SEVERABILITY

If any provision of this Agreement is held by any court or other Competent Authority to be illegal, unlawful, void or unenforceable in whole or part:

66.1 this will not affect or impair the legality, lawfulness, validity or enforceability of any other provision of this Agreement and the remainder of this Agreement which will continue in full force and effect, except where it deprives one of the parties of a substantial part of the benefit intended to be derived by it from this Agreement without providing any corresponding benefit;

66.2 the parties will commence good faith negotiations to amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision, to the extent that such spirit and intention is consistent with the Laws of England and Wales, and so that the amended clause complies with the Laws of England and Wales; and

66.3 if the parties cannot agree upon the terms of any amendment within 6 (six) calendar months of the date upon which a clause was determined to be wholly or partly illegal, invalid or unenforceable by any court, tribunal or administrative body then the parties agree to

refer the terms of the amendment back to the court, tribunal or administrative body that originally found the provision to be illegal, invalid or unenforceable. The parties agree that the court's, tribunal's or administrative body's decision in this respect will be final and binding.

67. **ENTIRE AGREEMENT**

67.1 This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

67.1.1 neither party has entered into this Agreement in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in this Agreement;

67.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into this Agreement and which is expressly set out in this Agreement will be for breach of contract; and

67.1.3 nothing in this **clause 67** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

68. **FURTHER ASSURANCE**

Each party will do or procure that all relevant third parties do all acts and things and execute or procure that all relevant third parties execute all such documents as any other party reasonably considers necessary to give full effect to the terms of this Agreement.

69. **ASSIGNMENT AND NOVATION**

69.1 The Authority may at any time assign the benefit or delegate the burden of this Agreement or otherwise sub-contract, mortgage, charge or otherwise transfer or hold on trust any or all of its rights and obligations under this Agreement, including any assignment to any TFL Affiliate of the right to receive the Fees.

69.2 The Media Partner may not, without the prior written consent of the Authority, assign the benefit or delegate the burden of this Agreement or hold this Agreement on trust for any other person.

70. **SUCCESSORS**

This Agreement will be binding upon and enure for the benefit of the successors in title of the parties.

71. **NO PARTNERSHIP OR JOINT VENTURE**

Notwithstanding the partnering arrangements detailed in **Schedule 5**, nothing in this Agreement and no action taken by the parties in connection with it will create a partnership or joint venture or relationship of employer and employee between the parties or, save as expressly provided otherwise in this Agreement, give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

72. **VARIATION**

Save where expressly set out in this Agreement, this Agreement may only be varied or amended with the written agreement of both parties. The details of any variations or amendments will be set out in such form as the Authority may dictate and which may be substantially in the form set out in **Schedule 18** and will not be binding upon the parties unless completed in accordance with such form of variation.

73. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

73.1 Any:

73.1.1 TfL Affiliate will be entitled to enforce the terms of this Agreement;

73.1.2 Outgoing Media Partner (and its Sub-Contractors) will be entitled to enforce **paragraph 1** of **Schedule 11**; and

73.1.3 Incoming Media Partner will be entitled to enforce **clause 41** of this Agreement and **paragraph 2** of **Schedule 11**,

each in accordance with the Contracts (Rights of Third Parties) Act 1999 (the "**Third Party Act**") and the terms of this Agreement as if it were expressly a party to this Agreement.

73.2 Save as provided in **clause 73.1**, the parties do not intend that any of the terms of this Agreement will be enforceable under the Third Party Act by any person.

73.3 Notwithstanding **clause 73.1**, the parties are entitled to vary or rescind this Agreement without the consent of any third party.

74. **NO RIGHTS OVER LAND**

The Media Partner acknowledges that nothing in this Agreement will create or is intended to create any interest in land whether by lease or licence or otherwise in relation to any part of the Estate. The Media Partner will have no exclusive rights over the Estate nor any rights to occupy any part of the Estate, other than a right to access the Estate to perform its obligations under this Agreement on the terms of this Agreement.

75. **GOVERNING LAW AND JURISDICTION**

75.1 This Agreement will be governed by and construed in accordance with the Laws of England and Wales.

75.2 Subject to **clause 75.3**, the courts of England and Wales have exclusive jurisdiction to determine any dispute which may arise out of or in connection with this Agreement (including in relation to any non-contractual obligations) provided that the Authority has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Media Partner is incorporated or in which any assets of the Media Partner may be situated. The parties agree irrevocably to submit to that jurisdiction.

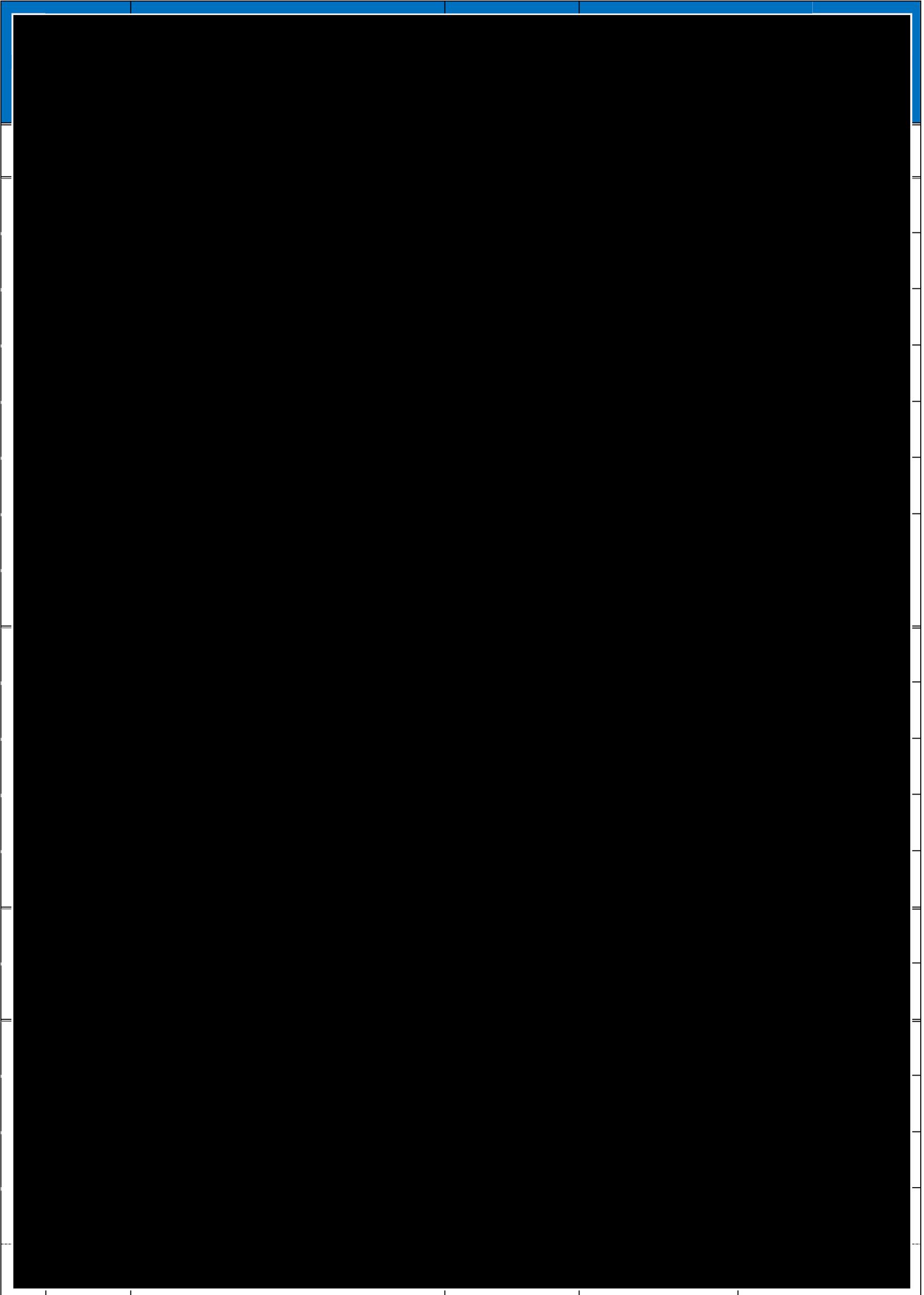
75.3 The parties will seek to resolve any dispute between them in accordance with the disputes procedure set out in **Schedule 17**.

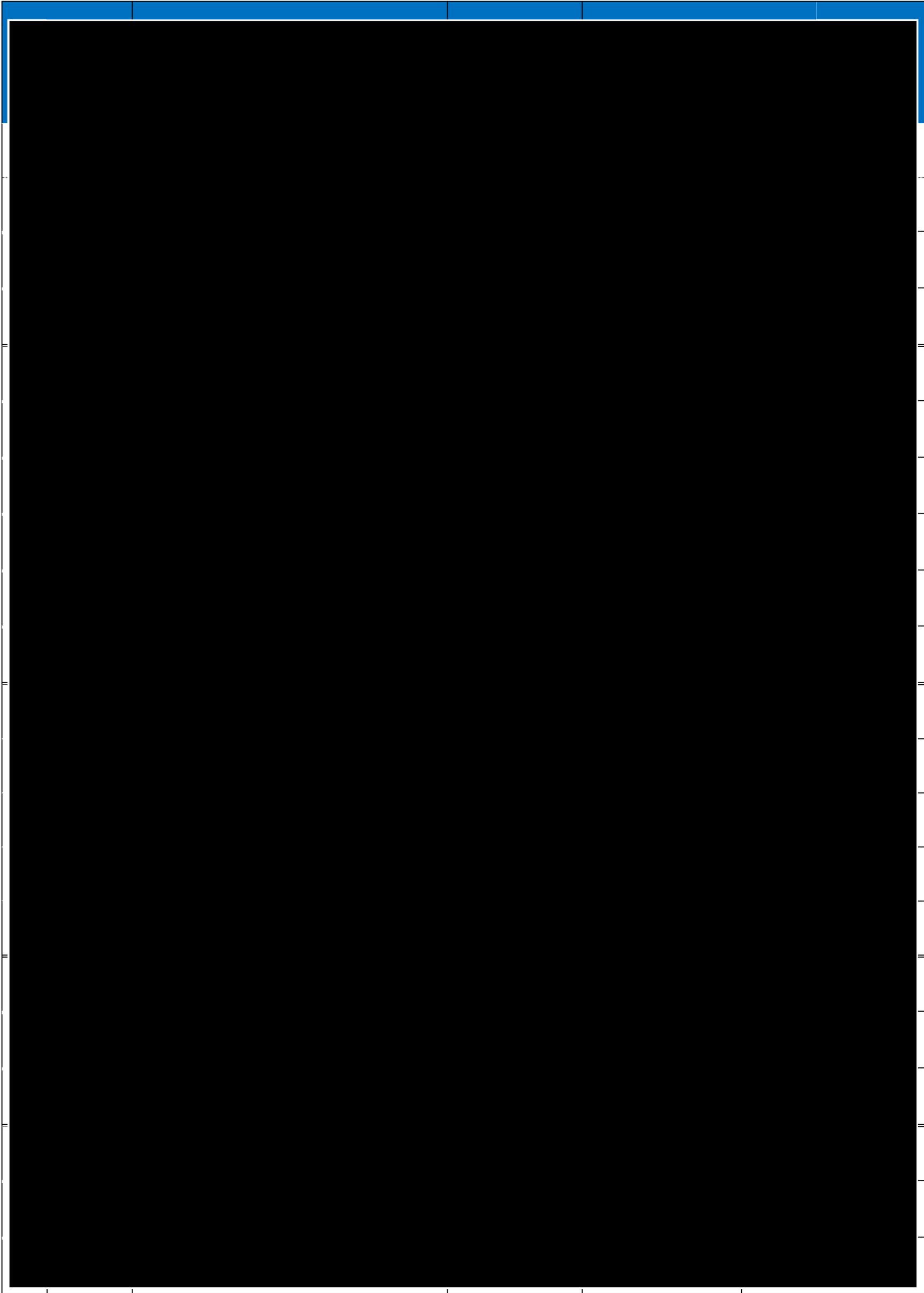
76. **COUNTERPARTS**

This Agreement 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.

SCHEDULE 1

Mobilisation Plan





SCHEDULE 2

Guarantee

Form of Guarantee

[Letterhead of Guarantor]

To: Transport Trading Limited

Date: [INSERT]

Dear Sir/Madam

We, [REDACTED] (the "Guarantor"), understand that you have agreed to enter into an advertising partnering agreement (the "Advertising Partnering Agreement") with [REDACTED] (the "Media Partner") in respect of the grant of advertising rights on certain parts of your estate on the condition that the obligations of the Media Partner under the Advertising Partnering Agreement be guaranteed by a Guarantor.

WE HEREBY AGREE AND UNDERTAKE with you as follows:

1. We unconditionally guarantee on demand:
 - 1.1 the proper, complete and punctual performance by the Media Partner of any and all its obligations, undertakings and responsibilities under the Advertising Partnering Agreement and we will forthwith make good any default thereunder on the part of the Media Partner; and
 - 1.2 the due and punctual payment by the Media Partner of all sums, liabilities, awards, losses, damages, costs, charges and expenses that may be or become due and payable to you under or arising out of the Advertising Partnering Agreement in accordance with its terms or otherwise by reason or in consequence of any such default on the part of the Media Partner,

when and as the same will become due for performance or payment (as the case may be).
2. As a separate and primary obligation we unconditionally guarantee to you that in the case of default by the Media Partner in making any of the payments or in performing any of the obligations, undertakings and responsibilities set out in paragraph 1 above, we will on demand pay all sums and observe and perform any or all of such obligations, undertakings and responsibilities as if we instead of the Media Partner were the primary obligor. Any payment under this Guarantee will be made by us in pounds sterling or in any currency which may from time to time replace pounds sterling.
3. This Guarantee will be a continuing security and will remain in full force and effect until all obligations to be performed or observed by the Media Partner under or arising out of the Advertising Partnering Agreement have been duly and completely performed and observed and the Media Partner will have ceased to be under any actual or contingent liability to you thereunder.
4. Any demand or other notice made by you under this Guarantee will be duly made if sent by first class recorded delivery post to us.
5. You will be entitled to enforce this Guarantee without first notifying the Media Partner of any default or taking any proceedings or demanding upon, enforcing or exhausting any right or remedy against the Media Partner or any other person or taking any action to enforce any other security, bond or guarantee held by you or making or filing any claim in a bankruptcy, liquidation, administration or insolvency of the Media Partner or any person. You will provide such additional information as may be reasonably requested by us in relation to your enforcement of this Guarantee.

6. If any sum due or purportedly due under this Guarantee is not or would not be recoverable under a guarantee for any reason whatsoever, whether or not known to you, such sum will still be recoverable from us as a sole principal debtor upon the terms of this Guarantee.

PROVIDED THAT:

7. We will be under no greater obligation or greater liability under this Guarantee than we would have been under the Advertising Partnering Agreement if we had been named as the Media Partner in the Advertising Partnering Agreement.
8. Our obligations hereunder are those of primary obligor and will remain in full force and effect and will not be terminated, reduced, discharged or otherwise affected by:
 - 8.1 any alteration or variation to the terms of the Advertising Partnering Agreement made by agreement between you and the Media Partner (including any increase in the Media Partner's obligations under the Advertising Partnering Agreement or any alteration in the extent or nature or sequence or method or timing of the Advertising Activities to be carried out under the Advertising Partnering Agreement) or any novation of the Advertising Partnering Agreement (in whole or in part); or
 - 8.2 any time being given to the Media Partner or any other indulgence, waiver, concession, forbearance or forgiveness to the Media Partner (whether express or by conduct) or any other thing done, omitted or neglected to be done under the Advertising Partnering Agreement; or
 - 8.3 any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Media Partner under the Advertising Partnering Agreement; or
 - 8.4 the release or waiver of any such bond, security or guarantee referred to in paragraph 8.3 above; or
 - 8.5 any amalgamation, reconstruction or dissolution including winding-up of the Media Partner; or
 - 8.6 the winding-up, bankruptcy, administration, receivership or insolvency of the Media Partner; or
 - 8.7 any legal limitation, disability or incapacity relating to the Media Partner or discharge by operation of law or any change in the constitution, name or style of the Media Partner or any other person (whether or not known to you); or
 - 8.8 any total or partial invalidity in, irregularity affecting or unenforceability of any of the obligations of the Media Partner under the Advertising Partnering Agreement; or
 - 8.9 the termination or partial termination of the Advertising Partnering Agreement or the cessation of any Advertising Activities for any reason or the making of any variation to the Advertising Activities in accordance with the Advertising Partnering Agreement; or
 - 8.10 any claim or enforcement of payment from the Media Partner or any other person;
 - 8.11 any act or omission which would not have discharged or affected the liability of a sole principal debtor instead of a guarantor or any act or omission, matter or thing which, but for this provision, might operate to exonerate, discharge, reduce or extinguish our liability under this Guarantee.
9. So long as we remain under any actual or contingent liability under this Guarantee, we will not exercise any right of subrogation or any other right or remedy which we may have against the Media Partner in respect of any payment made by or sum recovered from us pursuant to or in connection with this Guarantee or prove in any liquidation of the Media Partner in competition with you for any sums or liabilities owing or incurred to us by the Media Partner in respect of any such payment by or recovery from us or take or hold any

security from the Media Partner in respect of any liability of ours hereunder. We will hold any monies recovered or security taken or held in breach of this provision in trust for you.

- 10. Except where prevented from doing so by law, we waive and agree not to enforce or claim the benefit of any and all rights we have or may from time to time have as guarantor under any applicable law which is or may be inconsistent with any of the provision of this Guarantee.
- 11. This Guarantee is irrevocable.
- 12. This Guarantee, executed and delivered as a deed, is governed by and will be construed in accordance with the law of England and Wales. The courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Guarantee except that you have the right in your absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which we are incorporated or in which any of our assets may be situated. You and we agree to submit to that jurisdiction.

[For non-UK resident Guarantors only:

- 13. For the purposes of this Guarantee we hereby appoint of [*to be a London address*] to accept service of process on our behalf, and service on the said at the said address will be deemed to be good service on us; and we hereby irrevocably agree not to revoke or terminate such appointment.]
- 14. You will be entitled to assign the benefit of this Guarantee in whole or in part but we may not assign the benefit and/or delegate the burden of this Guarantee in whole or in part or enter into any transaction which would result in any of those benefits and/or burdens passing to another person.
- 15. If any provision (in whole or in part) of this Guarantee is found by any court, tribunal, administrative body or authority of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable then that provision will, to the extent required, be severed from this Guarantee and will be ineffective, without, so far as is possible, modifying any other provision of this Guarantee and this will not affect any other provisions of this Guarantee which will remain in full force and effect.

Executed as a Deed and delivered the day and year written above.

Executed as a Deed by) _____
)
) Director
)
 acting by a Director and the)
 Secretary or by two Directors) _____
 Director/Secretary

Form of Legal Opinion for use with Guarantee

To: Transport Trading Limited

Date: [INSERT]

Dear Sir/Madam

I am [counsel] to [INSERT] and I am giving this legal opinion in connection with the making by [INSERT] of the Guarantee (as defined below) in your favour.

1. I have examined the Deed of Guarantee (the "Guarantee") dated [DATE] made between [INSERT] (the "Guarantor") and Transport Trading Limited (the "Authority"). Terms defined in or for the purpose of the Guarantee have the same meanings in this opinion.
2. Having considered the Guarantee and examined any other document, resolution or certificate I deemed necessary to enable me to give the opinion contained herein and having regard to all applicable laws of [INSERT] I am pleased to advise that in my opinion:
 - 2.1 the Guarantor was incorporated in [INSERT] on [INSERT] as a [company with limited liability] and validly exists under the laws of [INSERT] as a separate legal entity possessing the capacity to sue or be sued in its own name. To the best of my knowledge having carried out [DESCRIBE APPLICABLE SEARCHES] today, no steps have been, or are being, taken to appoint a receiver or liquidator (or similar encumbrancer or officer) over, or to wind up, the Guarantor;
 - 2.2 the Guarantor has the necessary power and authority, and all necessary corporate and other action (including approvals and consents of members, stockholders, debenture holders or governmental or other regulatory authorities) has been taken to enable the Guarantor to enter into the Guarantee and to perform the obligations of the Guarantor and the transactions contemplated thereby; and
 - 2.3 the entry into and performance of the Guarantee and the transactions contemplated thereby will not cause:
 - 2.3.1 any limit on the Guarantor or its directors (whether imposed by the documents constituting the Guarantor, statute, regulation, agreement or otherwise) to be exceeded;
 - 2.3.2 any law or order or constitutional document in respect of the Guarantor to be contravened;
 - 2.3.3 any default under, or give rise to an obligation to create or impose any security interest of any nature whatsoever pursuant to, any agreement or other instrument or any judgment or other requirement known to us after due enquiry to which the Guarantor is a party or by which it or any of its assets is bound. Further, no event has occurred that, with the giving of notice, lapse of time, determination of materiality or other conditions might constitute a default under or in respect of such agreement, instrument or judgment;
 - 2.4 the Guarantee has been properly signed and delivered on behalf of the Guarantor and the obligations on the part of the Guarantor contained in the Guarantee, assuming them to be valid and binding according to English law by which they are expressed to be governed, are valid, legally binding on and enforceable against the Guarantor under the laws of [INSERT] and in the courts of [INSERT];
 - 2.5 the signature, delivery and performance of the Guarantee by the Guarantor constitute private and commercial acts by it rather than public or governmental acts;
 - 2.6 all authorisations, approvals, consents, licences, exemptions, filings, registrations, notarisations and other requirements of governmental, judicial and public bodies and authorities of or in [INSERT] required or advisable in connection with the entry into,

performance, validity and enforceability of the Guarantee and the transactions contemplated thereby have been obtained or effected and are in full force and effect;

- 2.7 the obligations of the Guarantor under the Guarantee rank at least equally and rateably (pari passu) in point of priority and security with any and all other unsecured obligations of the Guarantor;
- 2.8 all amounts payable by the Guarantor under the Guarantee may be made free and clear of, and without deduction for, or on account of, any taxes imposed, assessed or levied by [INSERT] or any authority of or in [INSERT];
- 2.9 there are no registration, stamp or other taxes or duties of any kind payable in [INSERT] in connection with the Guarantor including its signature, performance or enforcement by legal proceedings;
- 2.10 the Authority will not violate any law or regulation in [INSERT] nor become liable to tax in [INSERT] by reason of entering into the Guarantee or performing its obligations thereunder. It is not necessary to establish a place of business in [INSERT] in order to enforce any provisions of the Guarantee;
- 2.11 the choice of English law to govern the Guarantee will be upheld as a valid choice of law in any action in respect of the Guarantee in the [INSERT] courts;
- 2.12 the consent to the jurisdiction by the Guarantor contained in the Guarantee is valid and binding on the Guarantor and not subject to revocation;
- 2.13 any judgment obtained in the courts of England against the Guarantor would be recognised and accepted by the [INSERT] courts without re-trial or re-examination of the merits of the case;
- 2.14 neither the Guarantor nor any of its assets enjoys any right or immunity from set-off, suit or execution in respect of its obligations under the Guarantee;
- 2.15 so far as I am aware after due enquiry, no litigation, arbitration or administrative proceedings are at present current, pending or threatened that might, if adversely determined, have a material effect on the business, assets or financial condition of the Guarantor.
- 3. I do not purport to be expert on and do not purport to be generally familiar with or qualified to express legal opinions based on any law other than the laws of [INSERT] and accordingly express no legal opinion herein based upon any law other than the laws of [INSERT].

Signed _____

Name _____

Position _____

SCHEDULE 3

Performance Standards and Performance Monitoring

Part 1 Performance Standards

1. Introduction

In exercising its rights and performing its obligations under this Agreement, the Media Partner will at its own cost comply with the Performance Standards in this Schedule. The Performance Standards are intended to be of general application to the exercise of any of the Media Partner's rights and the performance of any of its obligations. The Performance Standards are minimum standards with which the Media Partner will comply and are without prejudice to the Media Partner's other obligations under this Agreement. The Media Partner will seek to exceed the Performance Standards wherever possible.

2. Advertising Estate Management

2.1 The Media Partner will keep clean and maintain and/or repair any part of the Estate in relation to which it may exercise any of its rights and/or must perform any of its obligations under this Agreement (including the Storage Facilities), in order that any such part of the Estate is (and remains) safe, clean, tidy, fully functional, of good appearance and in generally good order and repair.

2.2 Without prejudice to the generality of **paragraph 2.1**, the Media Partner will put in place and implement a management programme (the "**Advertising Estate Management Programme**") of washing, painting, replastering, replacement, refitting, repairing and carrying out condition surveys and safety inspections, insofar as the same is relevant to each part of the Estate in relation to which it may exercise any of its rights or must perform any of its obligations under this Agreement ("**Advertising Estate Management Activities**"). In relation to the Advertising Estate Management Programme, the Media Partner will:

2.2.1 comply with, at a minimum, the standards set out in the table in **paragraph 3** below;

2.2.2 report its compliance to the Authority at the Operations Working Group meetings; and

2.2.3 carry out such further and/or alternative Advertising Estate Management Activities as the Authority may reasonably request from time to time.

2.3 Additionally, the Media Partner will have regard at all times to the overall appearance of the Estate and when it is exercising its rights or performing its obligations under this Agreement, the Media Partner will maintain, and to the extent that is reasonably practicable, seek to improve, the overall appearance of the Estate. In particular, the Media Partner will:

2.3.1 ensure when Advertisements are posted that there is no build-up of any adhesive material (where applicable) in an Advertising Space and the surrounding area, and that any mess or debris is cleared away to the reasonable satisfaction of the Authority;

2.3.2 remove from the Estate all rubbish and other materials used or arising in relation to the exercise of the Media Partner's rights or the performance of its obligations under this Agreement, upon the completion of such activities, or in accordance with the Agreed Procedures and Method Statements in relation to that activity;

2.3.3 where any Advertising Spaces and/or Equipment are left untidy as a result of the Media Partner's implementation of its Advertising Estate Management

Programme, clearly mark such Advertising Spaces and/or Equipment as being subject to planned maintenance;

- 2.3.4 promptly replace or remove torn, damaged or defaced Advertisements;
- 2.3.5 use all reasonable endeavours to ensure that unused illuminated Advertising Spaces are not left with the lamp exposed, whether or not the lamp is illuminated;
- 2.3.6 minimise the number of Advertising Spaces that are without Advertisements;
- 2.3.7 ensure that Advertisements are kept up-to-date and that any out of date Advertisements are promptly removed and replaced; and
- 2.3.8 in relation to Advertising Spaces that are without Advertisements, wherever possible, use Seasonal Messaging supplied by the Authority. For this purpose, the Authority will:
 - 2.3.8.1 supply Seasonal Messaging to the Media Partner in sufficient quantities (such quantities to be reviewed between the parties on a Quarterly basis);
 - 2.3.8.2 confirm to the Media Partner which campaigns are current and therefore what Seasonal Messaging should be used by the Media Partner; and
 - 2.3.8.3 provide to the Media Partner clear instructions for any Seasonal Messaging held in storage by the Media Partner to be retained or destroyed, which the Media Partner will promptly comply with following receipt.

2.4 The Media Partner's obligations under **paragraphs 2.1** and **2.2** are in addition to and without prejudice to its obligation in **paragraph 2.3** concerning the appearance of the Estate.

3. Standards of Advertising Estate Management

Ref	Format of Advertising Space	Inspection - Frequency	Inspected For	Action/Timetable	Reposting - Frequency	Stripping - Frequency	Repairs - General
3.1	WET POSTED other than cross track	Two Weekly	Condition of bill. Condition of site. Correctness of display.	Repost within 48 hours (subject to ability to gain access to site) Repairs ASAP (see repairs – general or refer to table at paragraph 6.5 for maximum faults repair timings)	Bookings longer than 1 month every 4-6 weeks	Every 4 Postings	Repairs will normally entail replastering, repainting or retiling. Materials will meet the Authority Standards
3.2	CROSS TRACK – dry posting	Two Weekly in addition to an annual structural inspection	Condition of bill. Condition of site. Correctness of display.	Repairs ASAP (see repairs general or refer to table at paragraph 6.5 for maximum faults repair timings)	Bookings longer than 1 month every 4-6 weeks	Every poster posting Approved dry posting system backing film every 15 postings	Cross track frames will have an annual structural inspection. As per 3.1 WET POSTED above.
3.3	CROSS TRACK – wet posting	Two weekly in addition to an annual structural inspection	Condition of bill. Condition of site. Correctness of display.	Repairs ASAP (see repairs general or refer to table at paragraph 6.5 for maximum faults repair timings)	Bookings longer than 1 month every 4-6 weeks	Every 8 postings	Annual inspection of free standing boards. As per 3.1 WET POSTED above.
3.4	BACK ILLUMINATED BOXES	Two Weekly	Cleanliness of box. Structure of box. Correctness of display.	Clean or repost within 24 hours. Boxes will be routinely cleaned every 2 months. Repairs (except for electrical) within 48 hours (see repairs - general) N.B. Certain sites will be subject to lift/escalator possession Refer also to table at paragraph 6.5 for maximum faults repair timings	As Required	N/A	Lamps (majority LED with fluorescent tubes being phased-out) will be replaced as required. All units will have an annual certificated maintenance inspection and will comply with Institution of Electrical Engineers regulations.

Ref	Format of Advertising Space	Inspection - Frequency	Inspected For	Action/Timetable	Reposting - Frequency	Stripping - Frequency	Repairs - General
							Broken glass will be made safe immediately and replaced within 24 hours. Structural defects will be remedied within 48 hours.
3.5	NON-ILLUMINATED BOXES	Two weekly	Cleanliness of unit. Structure of box. Correctness of display.	Clean within 48 hours Repair within 48 hours Refer also to table at paragraph 6.5 for maximum faults repair timings	Bookings longer than 1 month will be reposted every 4-5 weeks	N/A	Broken glass will be made safe immediately and replaced within 24 hours. Structural defects will be remedied within 48 hours.
3.6	LIFT/ESCALATOR PANELS	Two weekly	Condition of bills. Missing frames. Correctness of display.	Repost within 24 hours Frames will be replaced within 24 hours Refer also to table at paragraph 6.5 for maximum faults repair timings	As for non-illuminated boxes	N/A	Broken glass will be made safe immediately and replaced within 24 hours. Frames to be replaced.
3.7	TUBE/ TRAIN CAR PANELS	Two weekly	Condition of bills Condition of frames Correctness of display	Bills will be replaced within the 10 day cycle (see repairs - general) Refer also to table at paragraph 6.5 for maximum faults repair timings	Bookings longer than 1 month, every 4-6 weeks	N/A	Defective frames will be reported to and attended to by the Authority depot staff.
3.8	DIGITAL TUBE/TRAIN CAR PANELS	Inspection frequency to be agreed by the Partnering Board.	Inspection requirement to be agreed by the Partnering Board.	Action/timetable to be agreed by the Partnering Board.	Reposting frequency to be agreed by the Partnering Board.	N/A	Repairs requirements to be agreed by the Partnering Board.
3.9	Digital (including DEPs, Digital Ribbons, D6, D12	The screens have diagnostics software; Media	Diagnostics check: If screens are on or off. Check if screens	24h (subject to access in engineering hours). Damaged frames/units to be	N/A	N/A	Swap out digital panels.

Ref	Format of Advertising Space	Inspection - Frequency	Inspected For	Action/Timetable	Reposting - Frequency	Stripping - Frequency	Repairs - General
	and Digital Landmark Sites (Gateways) screens).	Partner should constantly monitor the 'broadcast' and notify their maintenance contractor(s) of any fault. In addition to this a monthly site visit is required. Furthermore, a two weekly inspection aligned to the posting cycle is required.	are shut down because of overheating. Monthly visit: Visual inspection of the screens to identify condition of frames and correctness of display and loop cycle. Two weekly inspection: Cleanliness and condition.	repaired within access booking arrangements. Refer also to table at paragraph 6.5 for maximum faults repair timings			Reprogramming of hardware/ Equipment. Cleaning/ checking frames
3.10	DX48 platform side equipment, and DX48 screen.	Monthly site visit is required. With a two weekly inspection during the posting cycle Annual structural and 'The Lifting Operations and Lifting Equipment Regulations 1998' checks.	Monthly visit: Visual inspection of the equipment to identify condition of equipment and correctness of display and loop cycle. Two Weekly inspection: Cleanliness and condition.	Refer also to table at paragraph 6.5 for maximum faults repair timings	N/A	N/A for platform side equipment. Annually for 3M Screens.	Repairs will normally entail lamp changes, swap out of projectors, cleaning and replacement train sensors. 3M cross track screens – cleaning/ replacement.
4.0	Digital Landmark Sites (Gateways)	Two weekly visual checks aligning to posting cycle. Annual structural and 'The Lifting Operations and Lifting Equipment Regulations 1998' checks.	Two weekly: Cleanliness of display. Correctness of display. Condition of equipment.	Refer also to table at paragraph 6.5 for maximum faults repair timings	3 monthly for long term bookings (subject to Media Partner being provided with required access in accordance with this Agreement).	At end of booking	Preventative maintenance of drop down mechanism.

4. **Reporting compliance with the Performance Standards**

- 4.1 The Media Partner will be required to provide a report to the Authority on its compliance with the Performance Standards in advance of each meeting of the Operations Working Group for discussion at the meeting, which will include the following information:
- 4.1.1 measures the Media Partner has put in place to ensure that it meets the Performance Standards, including measures in place to secure compliance by the Media Partner Personnel;
 - 4.1.2 details of areas in which the Media Partner has met or exceeded the Performance Standards;
 - 4.1.3 details of areas in which the Media Partner has failed to meet the Performance Standards, including the steps it will take in order to meet the Performance Standards and any action taken or to be taken in relation to any Media Partner Personnel who have failed to meet the Performance Standards; and
 - 4.1.4 any further information as the Authority may reasonably require in order to assess the Media Partner's compliance with the Performance Standards.

Part 2 Performance Monitoring

The Media Partner's performance of its obligations under this Agreement will be assessed in accordance with **paragraphs 5 to 7** below. Certain failures by the Media Partner to achieve the specified minimum standards will lead to the payment by it of Liquidated Damages to the Authority in accordance with **paragraphs 5 to 9** below.

5. **Working practices**

- 5.1 The Media Partner's working practices will be assessed without warning by way of onsite audits by the Authority and/or the Authority Contractors to assess health and safety working practices, compliance with Agreed Procedures and Method Statements, currency of passes, permits and licences, etc.
- 5.2 If the Media Partner's working practices are found to be deficient, the Media Partner will be awarded the hazard categories set out in the first column of the table in **paragraph 5.2.3** below for each deficient activity, in accordance with the category of hazard presented by such deficiency, and the Media Partner will:
- 5.2.1 be required to remedy each such deficiency within the resolution times set out in the third column of the table in **paragraph 5.2.3** below;
 - 5.2.2 unless the Authority's Contract Manager confirms otherwise to the Media Partner in writing, and subject at all times to **paragraphs 5.3** and **9.2**, pay Liquidated Damages to the Authority in the sum set out in the fourth column of the table in **paragraph 5.2.3** below in accordance with **paragraph 9** upon:
 - 5.2.2.1 the occurrence of a deficient activity categorised within hazard category 'PRO'; or
 - 5.2.2.2 the Media Partner failing to remedy any deficient activity within the relevant resolution time pursuant to **paragraph 5.2.1** for any deficient activity categorised within any hazard category other than 'PRO'; and
 - 5.2.3 implement each of the actions set out in and in accordance with the fifth column of the table below:

Hazard Category	Definition	Resolution Time	Liquidated Damages	Action Required
PRO	Dangerous practice which if allowed to continue could result in - fatality; or - major loss to the Authority or an Authority Contractor	N/A (work stopped)	£50,000	Immediately report to the Partnering Board and the Authority's Contract Manager. Promptly perform a formal investigation of the root cause of the relevant deficiency, with findings reported to the Operations Working Group and Partnering Board. Rectification Plan to be prepared and implemented by the Media Partner in accordance with clause 9 , provided that such Rectification Plan must be agreed by the Authority's Contract Manager and presented to the Partnering Board and Operations Working Group for approval. Such deficiency will be deemed to be an Intervention Event, to which clause 38 (Intervention Remedies) will apply.
A1	Contravention of a legal requirement and/or the Authority rules, regulations, standards or a practice likely to cause a permanent disability, loss of life or body part and/or extensive loss of structure, equipment or material	Immediate - within 24 hours of occurrence	£40,000	Immediately report to the Partnering Board and the Authority's Contract Manager. Promptly perform a formal investigation of the root cause of the relevant deficiency, with findings reported to the Operations Working Group and Partnering Board. Rectification Plan to be prepared and implemented by the Media Partner in accordance with clause 9 , provided that such Rectification Plan must be agreed by the Authority's Contract Manager and presented to Partnering Board and Operations Working Group for approval.
A2	Contravention of a legal requirement; contravention of the Authority rules, regulations and/or standards and practice	Within 14 days of occurrence	£5,000	Report to the Authority's Contract Manager within two days of occurrence. Promptly perform a formal investigation of the root cause of the relevant deficiency, with findings and proposed actions agreed with Authority's Contract Manager and presented to the Operations Working Group.
B	A condition or practice likely to cause serious injury or illness (resulting in temporary disability) or property damage that is disruptive but less severe than Class A; also a non-disruptive property damage; instance of bad working practice	Within 28 days of occurrence	None	Report to the Authority's Contract Manager within two days of occurrence. Promptly perform a formal investigation of the root cause of the relevant deficiency, with findings and proposed actions agreed with the Authority's Contract Manager. The Authority's Contract Manager may escalate recurring faults to the Operations Working Group for further investigation and action.
C	A condition or practice likely to cause minor (non-disabling) injury or illness or non-disruptive damage; any instance of bad working practice	Within 3 calendar months of occurrence	None	Report to the Authority's Contract Manager within two days of occurrence. Promptly perform a formal investigation of the root cause of the relevant deficiency, with findings and proposed actions agreed with the Authority's Contract Manager.

Hazard Category	Definition	Resolution Time	Liquidated Damages	Action Required
				The Authority's Contract Manager may escalate recurring faults to the Operations Working Group for further investigation and action.

5.3 The Authority and/or the Authority Contractors will notify the Media Partner of:

5.3.1 any re-categorisation of any working practices set out in the second column of the table in **paragraph 5.2.3** above to a different hazard category (whether more or less serious), in which case the relevant working practices will be deemed to be included within the relevant hazard category specified by the Authority from the date specified and **paragraph 5.2** will apply accordingly; or

5.3.2 any new hazard category and the corresponding any working practices, in which case the parties will (acting reasonably) seek to agree appropriate Liquidated Damages for that new hazard category, taking into account the levels of Liquidated Damages for the other hazard categories in the table in **paragraph 5.2.3** above. Following such agreement between the parties, **paragraph 5.2** will apply accordingly.

6. Fault reporting

6.1 The Media Partner will be required to exercise its rights and perform its obligations under this Agreement so as to avoid the occurrence of faults in relation to the Advertisements, Advertising Spaces, Advertising Equipment and/or any other matters connected with Advertising Activity. However, it is recognised that faults may occur, and therefore in relation to faults, the Media Partner will be required to remedy them as soon as is reasonably practicable.

6.2 Faults in relation to the Advertisements, Advertising Spaces, Advertising Equipment and/or any other matters connected with Advertising Activity on the Estate may be reported to the Media Partner or to the relevant Fault Reporting Centre ("**FRC**") operated by the Authority or Authority Contractors. Where a relevant fault is notified to a FRC, it will be communicated to the Media Partner as soon as is reasonably practicable.

6.3 The categories of fault in relation to the Advertisements, Advertising Spaces, Advertising Equipment and/or any other matters connected with Advertising Activity as at the Advertising Commencement Date will be as follows, and the parties may agree in writing changes to the categories of fault from time to time during the Term:

Format	Resolution Time
Cross track	
Flapping poster	Immediate
Cleaning	Important
Rough stripped	Important
Minor peeling	Urgent
Graffiti/ flyposting/ sticker (offensive)	Urgent
Lift & escalator panels	
Graffiti/ flyposting/ sticker (offensive)	Urgent
Advert missing/ damaged	Important
Missing frame	Important
Broken glass	Immediate
6 sheets, scrollers, showcase squares & similar	
Broken glass	Immediate

Format	Resolution Time
Unit door not closing properly	Critical
Unlit/dirty	Standard
Damage to frame	Important
Missing/ slipped poster	Important
Non- Scrolling	Standard
Graffiti/ flyposting/ sticker (offensive)	Urgent
Train car panels	
Damaged	Urgent
Missing	Important
Infrastructure	
Wear & tear faults	Important
Power supply (failed, damaged supply)	Important
Broken mechanical parts	Standard
Plaster/ tiling	Standard
Wet posting	
Cleaning	Standard
Flapping/ peeling	Urgent
Flapping/ peeling (section 12 stations)*	Urgent
Missing	Important
Graffiti/ flyposting/ sticker (offensive)	Urgent
Miscellaneous	
Immediate safety concern	Immediate
Waste/ rubbish left on station	Critical
Replace poster at TfL request	Important
Gum	Standard
Digital	
Screen blank image	Standard
Glass broken	Immediate
Graffiti/ flyposting/ sticker (offensive)	Urgent

* This Performance Standard applies to stations designated under section 12 of the Fire Precautions (Sub-surface Railway Stations) (England) Regulations 2009. It is set under applicable fire standards and is an essential safety issue.

6.4 The Media Partner will maintain a database of all faults reported to it (whether directly or via a FRC) (the "**Fault Database**"), including the following information in relation to each fault:

- 6.4.1 the date and time at which it was reported and by whom;
- 6.4.2 its urgency;
- 6.4.3 the action that was taken and by whom; and
- 6.4.4 the date and time at which the fault was closed,

and the Media Partner will provide the Authority with an up-to-date copy of the Fault Database, in such form as the Authority may reasonably require, in relation to each Authority Period no later than two (2) weeks following the end of that Authority Period. A fault will be closed when it has been recorded as remedied in full by a duly authorised member of the Authority or the Authority Contractor's staff. In the case of any uncertainty, the Authority's Contract Manager will ultimately determine when a fault has been closed.

6.5 The Media Partner will:

- 6.5.1 rectify a fault within the relevant time limit set out in the second column of the table in **paragraph 6.5.3** below following notification or becoming aware of the same, in accordance with the category of fault set out in **paragraph 6.3**;
- 6.5.2 unless the Authority's Contract Manager confirms otherwise to the Media Partner in writing, and subject at all times to **paragraph 9.2**, pay Liquidated Damages to the Authority in the sum set out in the fourth column of the table in **paragraph 6.5.3** below in accordance with **paragraph 9** upon the Media Partner failing to remedy any fault within the relevant time limit pursuant to **paragraph 6.5.1**; and
- 6.5.3 implement each of the actions set out in and in accordance with the fifth column of the table below.

Fault Category	Max. time for closure	Typical Reason for Rating	Liquidated Damages	Action Required
Immediate	8 hours	Passenger/Staff Safety at risk	£5,000	<p>Immediately report to the Operations Working Group and the Authority's Contract Manager.</p> <p>Promptly perform a formal investigation of the root cause of the relevant fault, with findings reported to the Operations Working Group.</p> <p>Rectification Plan to be prepared and implemented by the Media Partner in accordance with clause 9, provided that such Rectification Plan must be agreed by the Authority's Contract Manager and presented to Operations Working Group for approval.</p>
Critical	24 hours	Potential safety risk if fault not rectified/ Extremely poor ambience / LU request for poster removal	£3,000	<p>Report to the Authority's Contract Manager within two days of occurrence.</p> <p>Promptly perform a formal investigation of the root cause of the fault, with findings reported to the Operations Working Group.</p> <p>Rectification Plan to be prepared and implemented by the Media Partner in accordance with clause 9, provided that such Rectification Plan must be agreed by the Authority's Contract Manager and presented to the Operations Working Group for approval.</p>
Urgent	48 hours	Infrastructure damage in passenger areas	£2,000	<p>Report to the Authority's Contract Manager within two days of occurrence.</p> <p>Promptly perform a formal investigation of the root cause of the fault, with findings reported to the Operations Working Group.</p> <p>Rectification Plan to be prepared and implemented by the Media Partner in accordance with clause 9, provided that such Rectification Plan must be agreed by the Authority's Contract</p>

Fault Category	Max. time for closure	Typical Reason for Rating	Liquidated Damages	Action Required
				Manager and presented to the Operations Working Group for approval.
Important	72 hours	Poor ambience / damaged structure	£1,000	Reported to the Authority's Contract Manager within two days of occurrence. Promptly perform a formal investigation of the root cause of the fault, with findings reported to the Operations Working Group. Rectification Plan to be prepared and implemented by the Media Partner in accordance with clause 9 , provided that such Rectification Plan must be agreed by the Authority's Contract Manager and presented to the Operations Working Group for approval.
Standard	5 days	Standard day to day / wear and tear damage / Poor ambience	N/A	Reported to the Authority's Contract Manager within two days of occurrence. Monitored at the Operations Working Group meetings on a Quarterly basis.

6.6 The Media Partner will inform the Authority's Contract Manager:

6.6.1 promptly if the fault will not be closed-out within the maximum time for closure set out in **paragraph 6.5**; and

6.6.2 when a fault has been closed-out.

6.7 If the Media Partner fails to close a fault within the time limit set out in **paragraph 6.5**, it will be awarded the following number of "**Deficiency Points**" for each day (or part thereof) by which it missed the time limit:

Fault category	Deficiency points
Immediate	10 (ten)
Critical	8 (eight)
Urgent	6 (six)
Important	4 (four)
Standard	2 (two)

7. Incidents and Contraventions

7.1 If, in relation to the exercise by the Media Partner of its rights or the performance of its obligations under this Agreement:

7.1.1 the Media Partner is required to complete an Electronic Incident Report Form ("**EIRF**") in accordance with the QUENSH Conditions Manual, the Media Partner will complete the relevant EIRF and notify the Authority's Contract Manager of such incident as soon as is reasonably practicable, and in any event, within twenty-four (24) hours of the occurrence of the incident; and/or

7.1.2 where there is an incident as defined in the Authority standard 1-556, Incident Reporting and Investigating (as revised or replaced) on the Authority network which is attributable to the activities or failure of the Media Partner, and occurs in its absence, the Authority will complete an EIRF in accordance with the QUENSH Conditions Manual, and will notify the Media Partner of such incident as soon as is reasonably practicable and, in any event, within one (1) Business Day following the occurrence of the incident. The Media Partner will accept the EIRF and comply with the Authority standard 1-556 and standard S5557,

(and each incident referred to in **paragraphs 7.1.1** and **7.1.2** will be an **"Incident"**); and/or

7.1.3 the Authority is issued with a contravention notice by the London Fire and Emergency Planning Authority (a **"Contravention"**), the Authority will notify the Media Partner of the issue of such Contravention as soon as is reasonably practicable, and in any event, within forty-eight (48) hours of receipt of the Contravention,

and the Media Partner will use its best endeavours to remedy or to assist the Authority in remedying the situation giving rise to the Incident or Contravention.

7.2 In relation to Incidents occurring at Victoria Coach Station:

7.2.1 the Media Partner will contact the Authority's Contract Manager at the earliest convenient time and, in any event, by no later than twenty-four (24) hours after the Incident occurring to notify the Authority's Contract Manager of the Incident;

7.2.2 the Media Partner will complete the relevant sections of the 'Victoria Coach Station Incident Report'; and

7.2.3 the Authority will conduct an investigation into the Incident using the information provided by the Media Partner. The Media Partner is required to complete the relevant fields on the 'Surface Transport Incident Report Form' and the Media Partner will use its best endeavours to remedy or to assist the Authority in remedying the situation giving rise to the Incident.

7.3 In relation to Incidents occurring on the Elizabeth Line:

7.3.1 as stated in SQL 05.05, section 9.2.2, in the event of an accident or Incident, the Media Partner must record the details in part A of the accident / incident form; and

7.3.2 on completion of part A of the accident / incident form, the Media Partner must email such form emailed immediately to the incident group address (██████████) and the Authority's Contract Manager for investigation.

7.4 In relation to Incidents occurring on the London Overground:

7.4.1 the Media Partner is required to notify the 'Local Manager' at incident report address ██████████ and the Authority's Contract Manager of any accident or Incident immediately, and submit a written report for the subsequent investigation. All such events will be reported and investigated in accordance with LOROL SQE Manual Standard 5.5; and

7.4.2 for accidents or Incidents involving contractor personnel occurring at Willesden TMD, the responsible 'LOROL Team Leader' will ensure the details of the event are entered in the 'LOROL Accident Book' on the same day as the event occurring. For these events the 'LOROL Shift Manager' will complete an accident investigation form, which will be passed to the 'LOROL Services Manager' upon completion.

7.5 In relation to Incidents occurring on DLR:

7.5.1 For all Incidents which impact operational performance, the Media Partner will submit a written report in the format of the 48 Hour Report to the 'DLRL Head of Safety, Assurance and Change', and the Authority's Contract Manager.

7.6 In relation to Incidents occurring on Trams:

7.6.1 The Media Partner is required to comply with the Trams Incident and accident reporting process generally in force from time to time.

7.7 The requirements set out in **paragraphs 7.2 to 7.6** may be substituted by any replacement requirements or processes notified by the Authority to the Media Partner in writing from time to time.

7.8 Where the Media Partner has caused, or contributed to a material extent, to the Incident or the issue of a Contravention, the Media Partner will, unless the Authority’s Contract Manager confirms otherwise to the Media Partner in writing and subject at all times to **paragraph 9.2**, pay Liquidated Damages to the Authority in the following sum in accordance with **paragraph 9**:

7.8.1 £5,000 per Incident; and

7.8.2 £50,000 per Contravention.

7.9 The Media Partner will perform a formal investigation for all Incidents and Contraventions outlining the Incident or Contravention (as applicable), the root cause and the actions proposed to be implemented by the Media Partner to address the issue and prevent recurrence. Prior to the implementation of any proposed actions, the Media Partner will present the proposed actions to the Authority’s Contract Manager for approval and will make any changes required by the Authority’s Contract Manager. Once approved by the Authority’s Contract Manager, the Media Partner will:

7.9.1 in relation to Incident investigations, present the proposed actions to the Operations Working Group for approval;

7.9.2 in relation to Contravention investigations, present the proposed actions to the Partnering Board for approval.

Where the Operations Working Group or Partnering Board (as applicable) require any amendments to the Media Partner’s proposed actions, the Media Partner will promptly update the same prior to implementation.

7.10 The Media Partner will report any issues and faults which are affecting any Advertising Equipment (for example, water ingress) and send the Authority’s Contract Manager the Fault Reporting Reference the following Business Day.

8. Intervention for Poor Performance

8.1 The Media Partner will prepare and submit a Quarterly report to the Authority and which the Media Partner will present to the Operations Working Group on a Quarterly basis outlining all breaches/deficiencies in the previous Quarter in respect of **paragraphs 5** (Working Practices), **6** (Fault Reporting) and **7** (Incidents and Contraventions).

8.2 In the event that Media Partner’s performance falls below any of the thresholds set out in the table below in any Quarter, such performance will be deemed to be an Intervention Event and the provisions of **clause 38** (Intervention Remedies) will apply, provided that:

8.2.1 the Authority will only be entitled to exercise its Step-In Rights under this **paragraph 8.2** where such Step-In Rights are specified as available to the Authority pursuant to the second column of the table below; and

8.2.2 the maximum Suspension Period or Step-In Period (as applicable) will be as specified in the third column of the table below.

Deficiency	Step-In Rights available?	Maximum Period
PRO or A1 Hazard Category Deficiency in Working Practices	Yes	Until such time as the Authority is satisfied that the Media Partner has addressed the root cause of such deficiency.

Deficiency	Step-In Rights available?	Maximum Period
£50,000 Liquidated Damages applied in respect of a Contravention	Yes	Until such time as the Authority is satisfied that the Media Partner has addressed the root cause of such deficiency.
Two A2 Hazard Category Deficiencies in Working Practices	No	Until the later of 4 weeks after commencement of suspension or a Rectification Plan is agreed by the Authority pursuant to clause 9 (Defaults and Rectification).
£5,000 Liquidated Damages having been applied on three occasions	No	Until the later of two weeks after commencement of suspension or a Rectification Plan is agreed by the Authority pursuant to clause 9 (Defaults and Rectification).
Five B Hazard Category Deficiency in Working Practices	No	Until the later of two weeks after commencement of suspension or a Rectification Plan is agreed by the Authority pursuant to clause 9 (Defaults and Rectification).
12 C Hazard Category Deficiency in Working Practices	No	Until the later of two weeks after commencement of suspension or a Rectification Plan is agreed by the Authority pursuant to clause 9 (Defaults and Rectification).
The accrual of 250 Deficiency Points in a Financial Year	No	Until the later of two weeks after commencement of suspension or a Rectification Plan is agreed by the Authority pursuant to clause 9 (Defaults and Rectification).

9. Liquidated Damages

9.1 The Media Partner will pay a sum equal to the Liquidated Damages to the Authority in cleared funds within ten (10) Business Days following the end of the Authority Period to which the Liquidated Damages relate.

9.2 The monetary amounts specified in the:

9.2.1 the fourth column of the table set out in **paragraph 5.2**;

9.2.2 the fourth column of the table set out in **paragraph 6.5**;

9.2.3 **paragraph 7.8.1**; and

9.2.4 **paragraph 7.8.2**,

will, at each Indexation Date, be increased by a percentage equal to the percentage increase in the level of CPI calculated by comparing the last published CPI figure before the Indexation Date and the last published CPI figure before the previous Indexation Date (or, in the case of the first Indexation Date, the Advertising Commencement Date).

9.3 The parties agree that:

9.3.1 they are of comparable bargaining power and have received legal advice on the effect of this **Schedule 3**, including the payment of Liquidated Damages; and

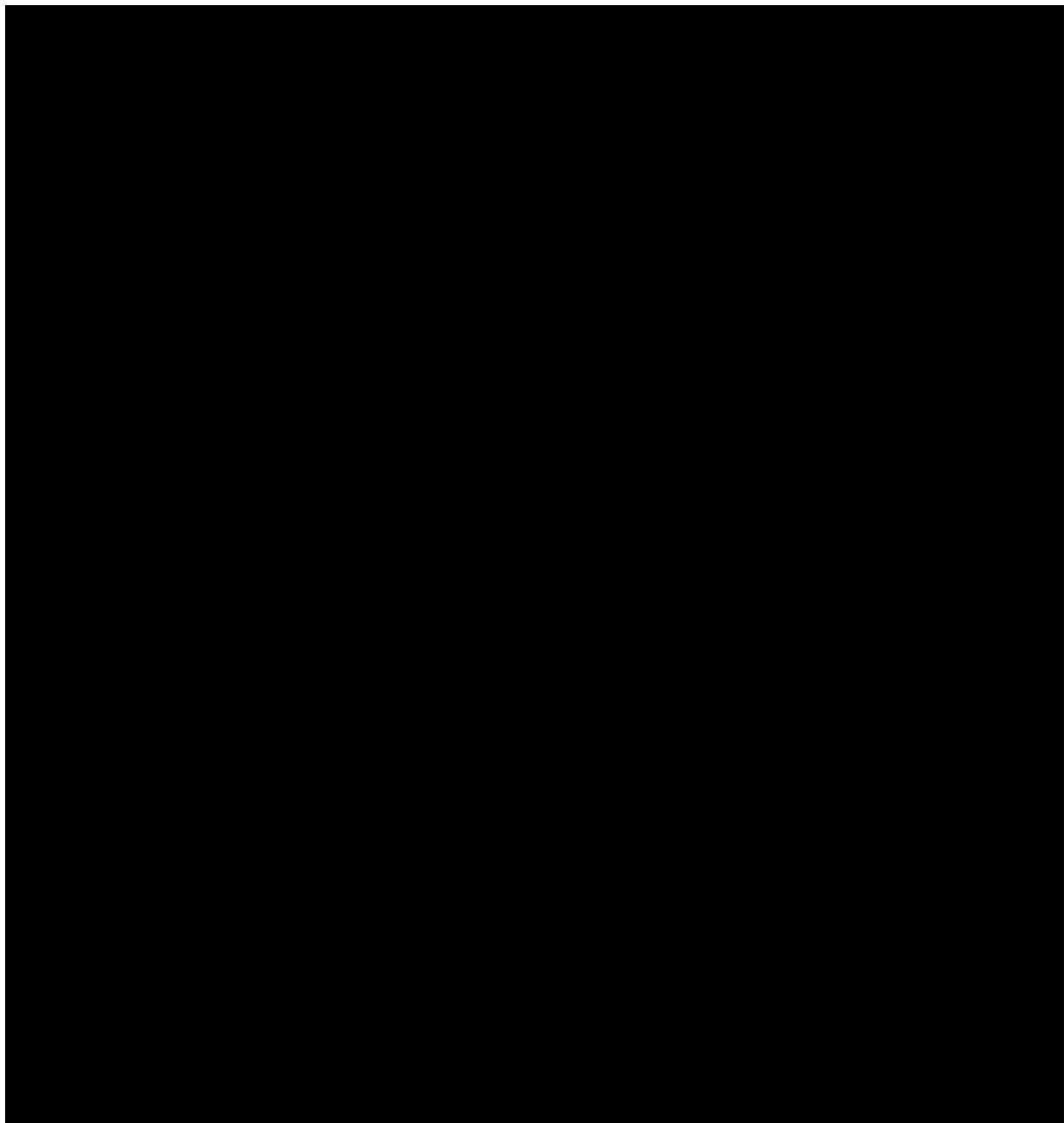
9.3.2 the Liquidated Damages represent a genuine pre-estimate of loss and a proportionate amount to protect the interests of the Authority in the performance of the matters to which the Liquidated Damages apply and will not be regarded as penalty provisions. The Media Partner waives any right to claim that the Liquidated Damages are penalty provisions.

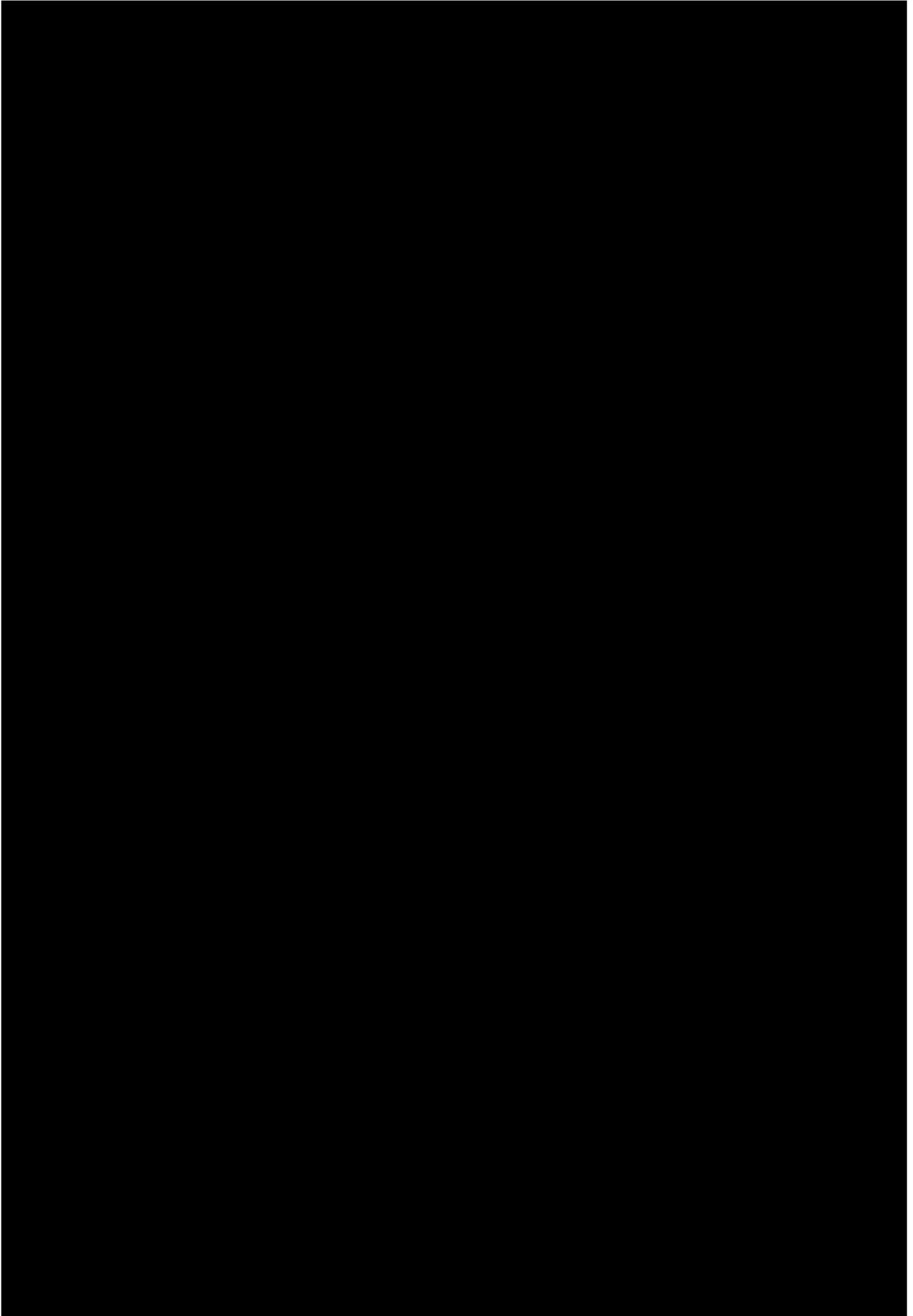
9.4 The Media Partner acknowledges and agrees that the Liquidated Damages payable under this **Schedule 3** are only a pre-estimate of the loss that the Authority (or any TfL Affiliate) will suffer and do not reflect the actual loss that might be suffered. Accordingly, the Authority (and/or any TfL Affiliate) will be entitled to claim damages for any loss it suffers as a result of the Media Partner's breach of this Agreement, but the amount of any liquidated damages paid by the Media Partner in respect of the same loss will be taken into account in making any such claim for general damages.

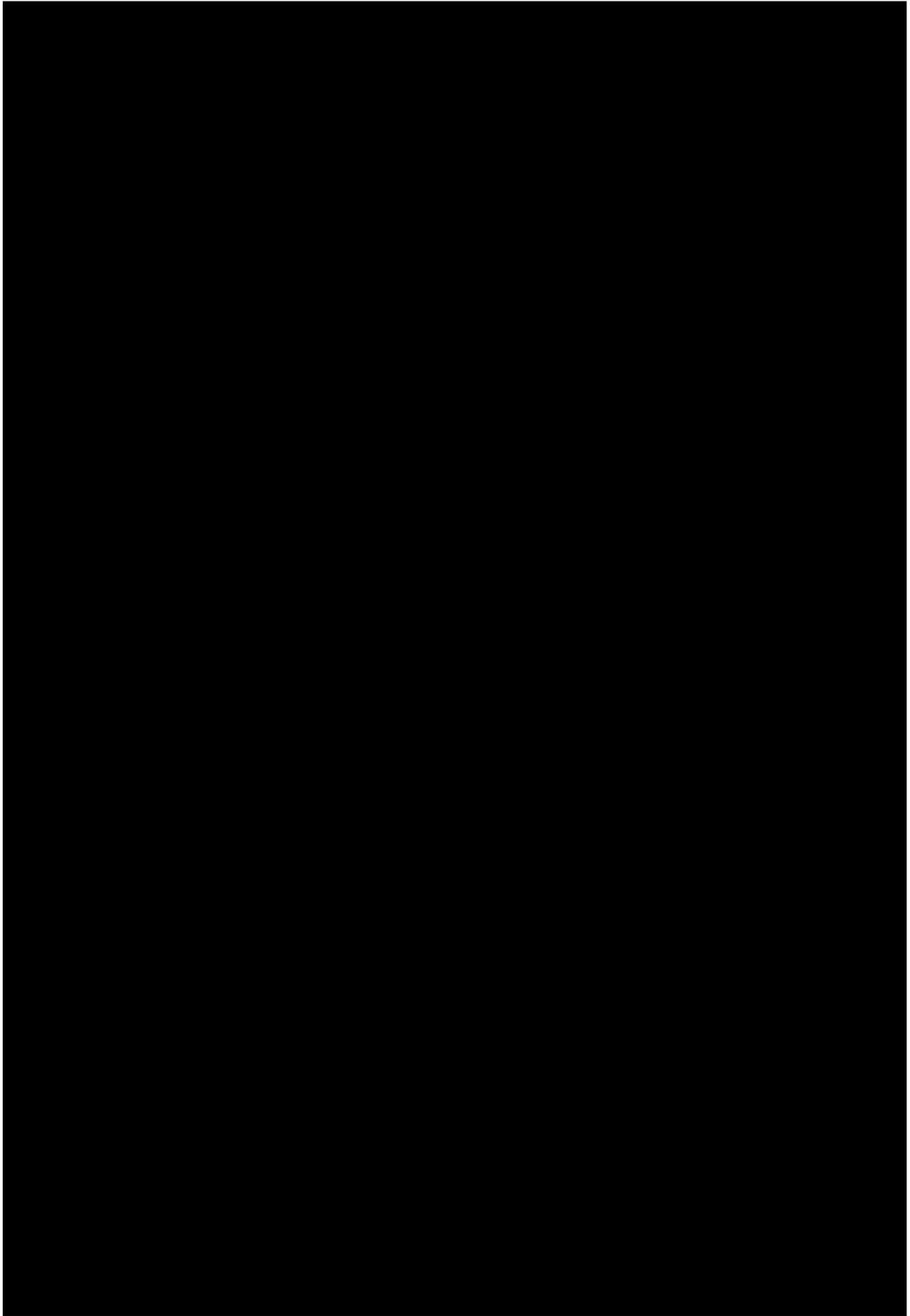
10. **Extension of Time for Performance**

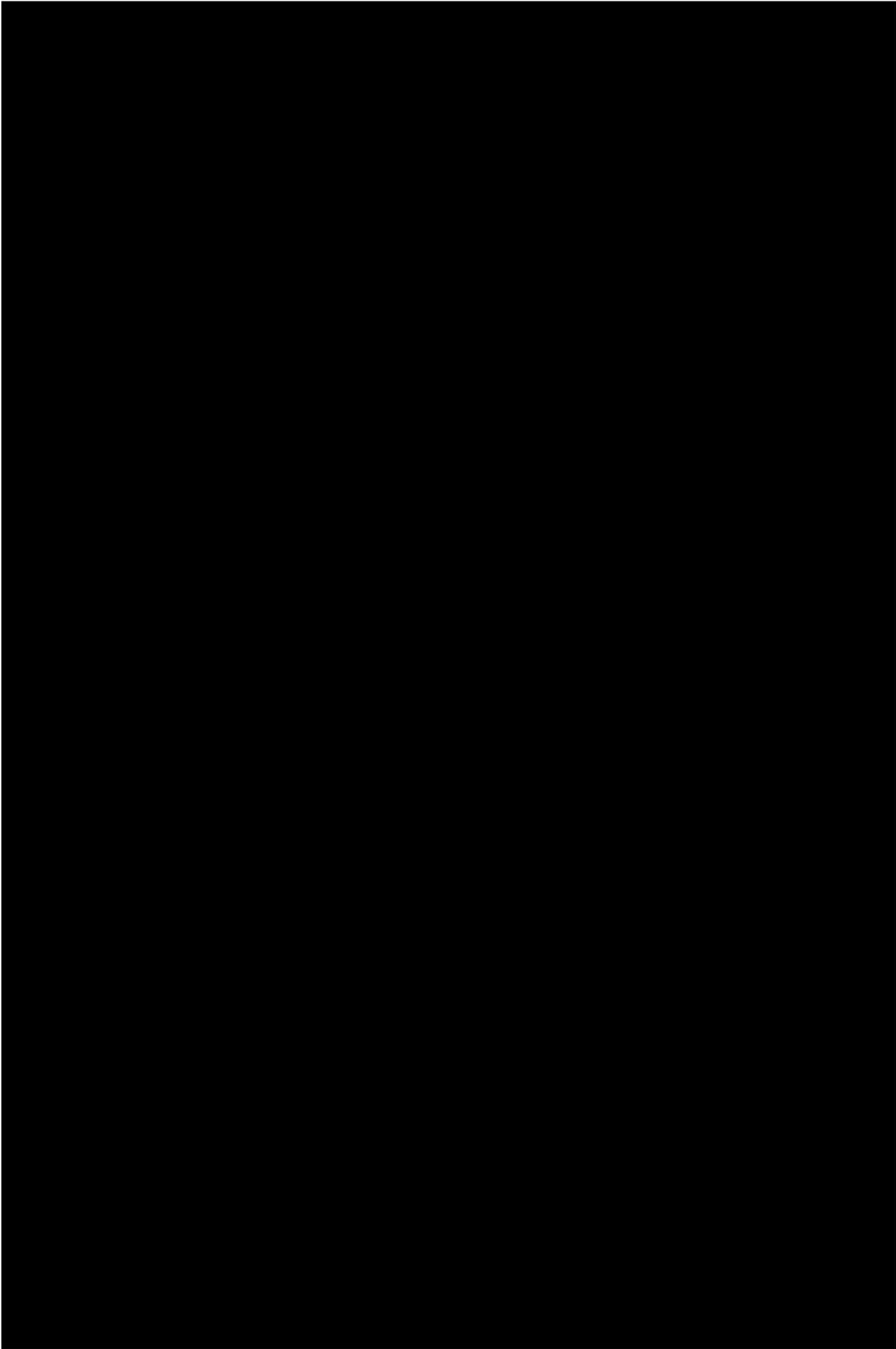
In respect of each provision of this **Schedule 3** that specifies a maximum time period for the Media Partner to rectify a fault, in the event that, through no fault of the Media Partner, the Media Partner is denied access to the relevant location by the Authority when attempting to rectify the fault, the relevant period for which the Media Partner has been denied access will be added to the maximum time for closure of that fault upon receipt by the Authority of reasonable evidence that the Media Partner was denied such access.

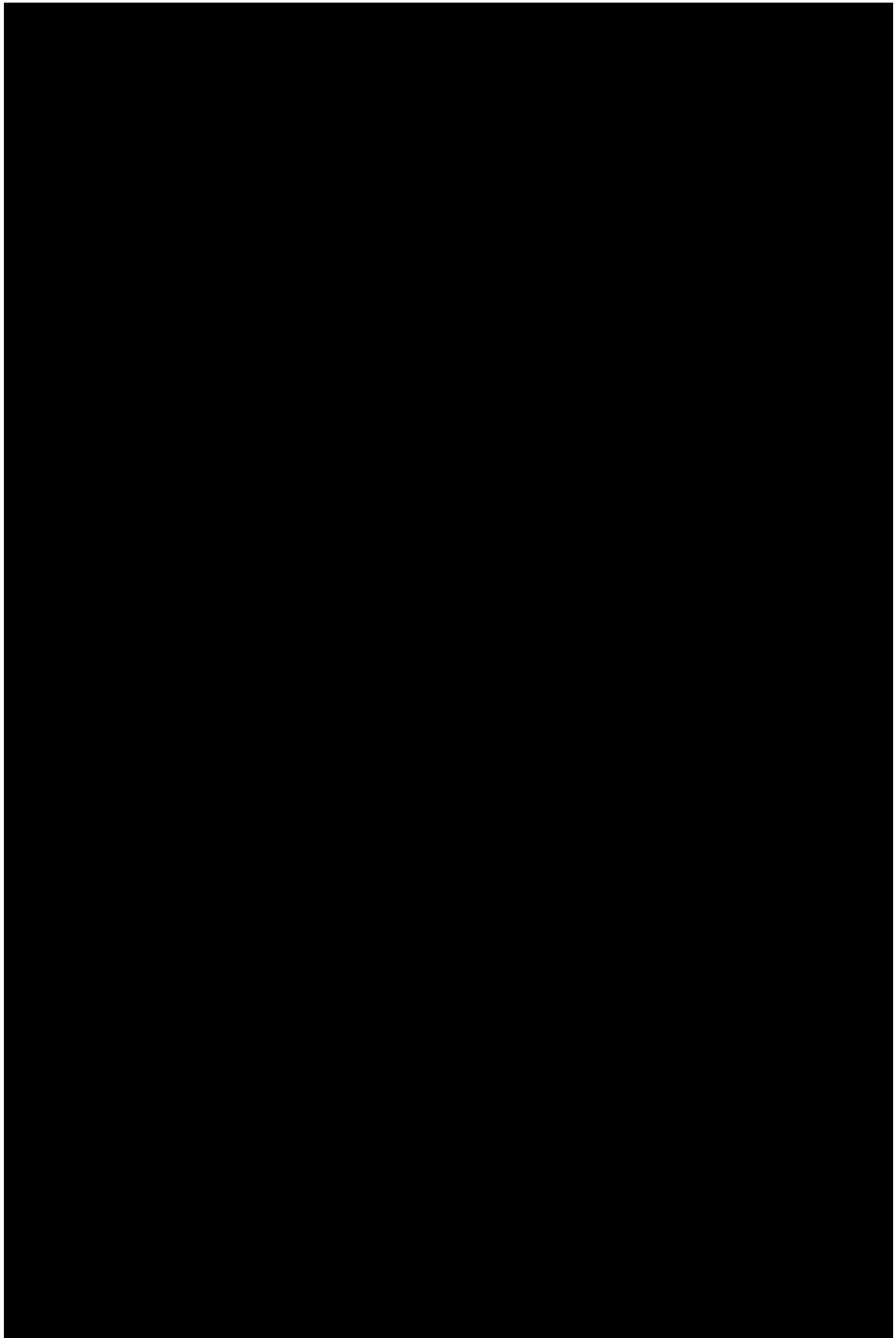
Part 3 KPIs

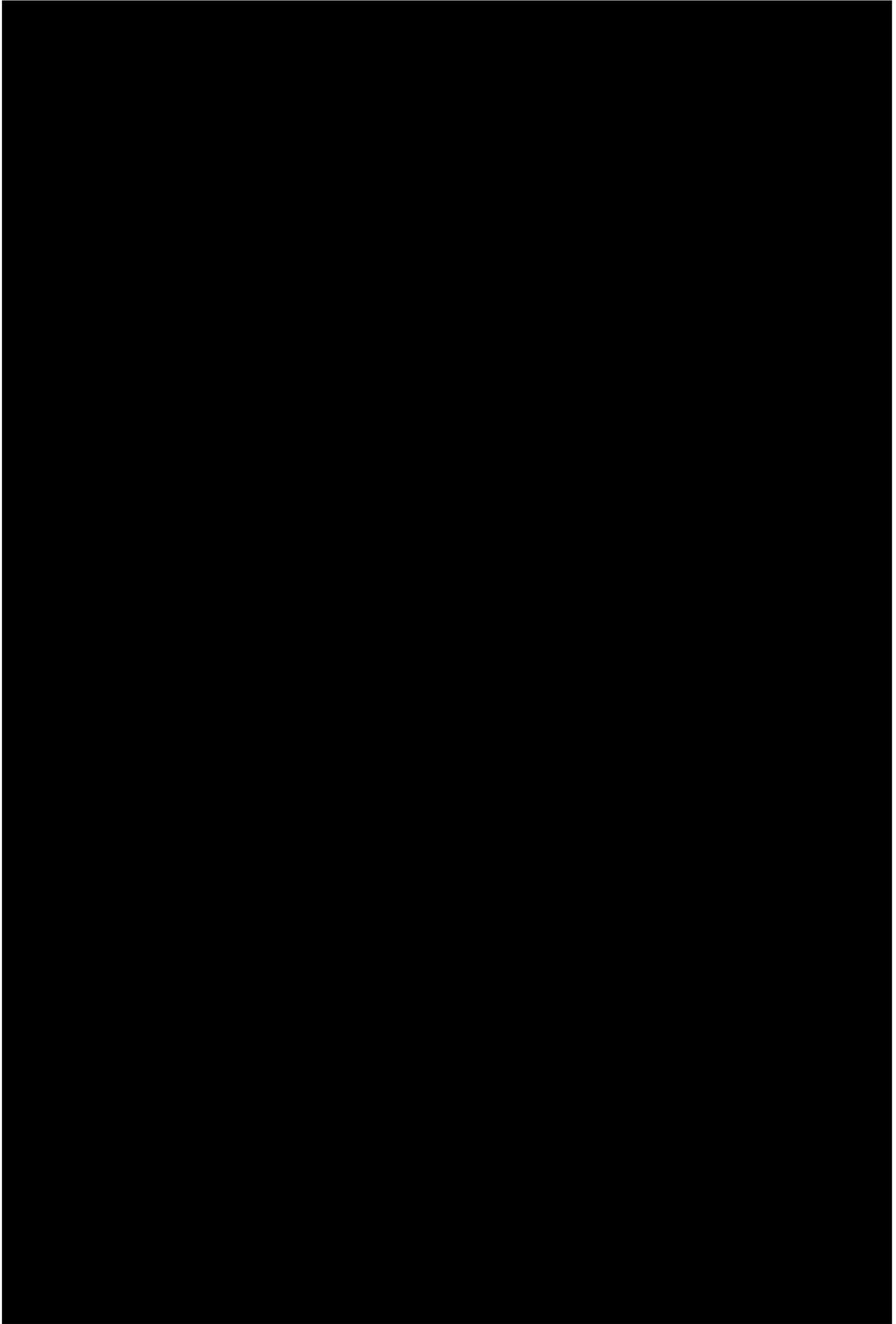


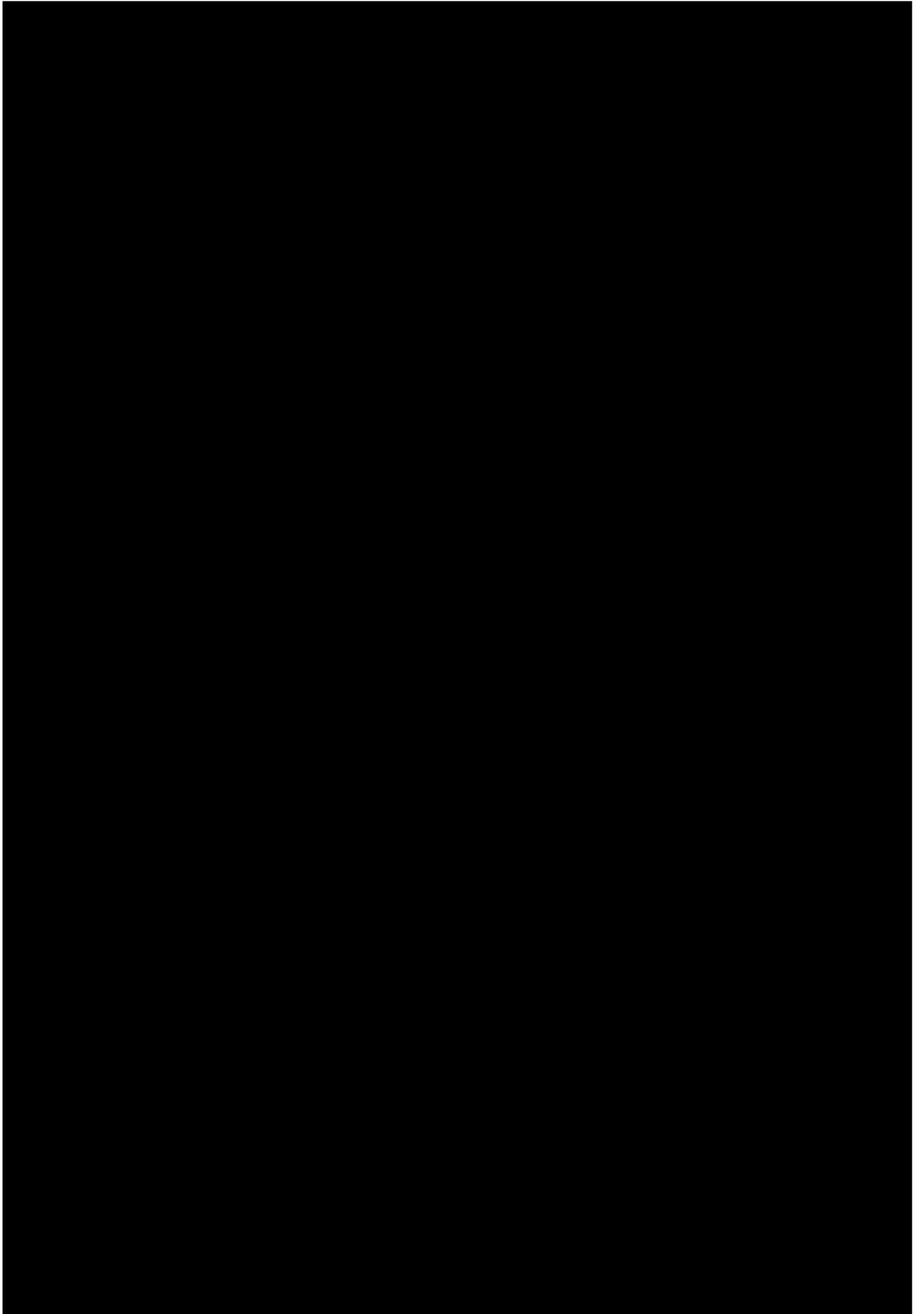














SCHEDULE 4

Fees and Payment

1. Definitions

1.1 In this Schedule the following expressions will have the following meanings unless inconsistent with the context:

1.1.1 **"Amortisation Period"** means the period over which the TfL Capital Expenditure is fully amortised in accordance with the Agreed Amortisation Policy;

1.1.2 **"Capex Item"** means a good, service or work (or any group of goods, services or works with the same Amortisation Period) to be purchased or leased:

1.1.2.1 pursuant to a Capex Project as approved by the Partnering Board; and/or

1.1.2.2 in accordance with **paragraph 2.2.5**;

1.1.3 **"Capex Item Tranche"** means a payment made by the Authority to the Media Partner in a single Authority Period in respect of a single Capex Item;

1.1.4 **"Financial Reports"** are the set of documents (in such form as the Authority will specify from time to time, including as set out in **Schedule 21**) to be provided to the Authority by the Media Partner in respect of each Authority Period reporting on the financial performance of the Advertising Estate, including the calculation and breakdown of the Fees;

1.1.5 **"TfL Capital Expenditure"** is the amount the Authority has paid to the Media Partner for the purchase or lease of a Capex Item;

1.1.6 **"TfL Investment Preference Payment"** is a component of the Fees and is defined in **paragraph 2.2** below; and

1.1.7 **"TfL Revenue Share"** is a component of the Fees and is defined in **paragraph 2.3** below.

2. Fees

2.1 In each Authority Period during the Term, the Media Partner will pay Fees to the Authority calculated as set out below. Example calculations are provided in **Appendix 4B**.

Fees per Authority Period = TIPP + TRS + AM

Where:

TIPP = TfL Investment Preference Payment (see **paragraph 2.2**)

TRS = TfL Revenue Share (see **paragraph 2.3**)

AM = Additional Amounts (see **paragraph 2.4**)

Provided always that where any amount referred to in this **paragraph 2.1** is a negative number, it will be deemed for the purposes of this **paragraph 2.1** to be zero (0).

2.2 The TfL Investment Preference Payment ("**TIPP**") will be calculated as set out below:

2.2.1 Principles used for the purposes of the TIPP calculation:

- 2.2.1.1 separate calculations are to be made for each Capex Item Tranche of the TfL Capital Expenditure; and
- 2.2.1.2 the TIPP payable in an Authority Period will be the sum total of all such calculations made in that Authority Period.
- 2.2.2 $TIPP = TACPP + (NVPP \times EAPR)$
- Where:
- $TACPP = TCE / TAP$
- And:
- TACPP = amortisation charge per Authority Period for each Capex Item Tranche
- TCE = TfL Capital Expenditure as agreed by the Partnering Board
- TAP = Total Amortisation Periods
- The Total Amortisation Periods for the TfL Capital Expenditure will be set by the relevant Agreed Amortisation Policy.
- NVPP = Net Value of a Capex Item Tranche per Authority Period.
- This refers to the unamortised value of the Capex Item per Authority Period, which equals the TfL Capital Expenditure for such Capex Item less the cumulative amortisation charge for that Capex Item for all Authority Periods up to and including the Authority Period in which the calculation is made.
- EAPR = Effective Authority Period Rate
- This is set at 0.48% (6.29% / 13 rounded down to two decimal places), which equates to 6.29% annual rate for the Authority's return value.
- 2.2.3 Where all Amortisation Periods in respect of a Capex Item Tranche have passed since the first TIPP was made in respect of that Capex Item Tranche, and all TIPP payments in relation to that Capex Item Tranche for those Amortisation Periods have been paid no more TIPP will be made in respect of that Capex Item Tranche.
- 2.2.4 If the TfL Capital Expenditure is made when the period up until expiry or termination of this Agreement is less than the remaining Total Amortisation Periods, the Media Partner will make TIPP payments as calculated above for all Authority Periods until expiry or termination of this Agreement. Upon expiry or termination of this Agreement, the title and ownership of assets subject to the TfL Capital Expenditure which remain unamortised will remain with the Authority (save for those assets where it is agreed pursuant to the relevant Capex Project that title and ownership will remain otherwise than with the Authority).
- 2.2.5 Without prejudice to the other provisions of this **Schedule 4**, the Authority may at any time require the Media Partner to purchase or lease any good, service or work (or any group of goods, services or works), which will constitute a Capex Item.
- 2.2.6 Without prejudice to anything to the contrary set out in this Agreement, in the event that the Authority considers that the Gross Revenue in any Authority Period would be insufficient to fund the Media Partner's payment of TIPP to the Authority for that Authority Period pursuant to **paragraph 2.1**, the Authority may (at its sole discretion) confirm in writing to the Media Partner the deferral for payment of all or any part of such TIPP for that Authority Period ("**Deferred Repayment**") until such date as the Authority may specify, provided always that in the event of expiry or termination of this Agreement, all Deferred

Repayments will become immediately due and payable to the Authority and the Media Partner will immediately pay such Deferred Repayments to the Authority.

- 2.3 The TfL Revenue Share (TRS) in each Authority Period will be calculated as follows:
- 2.3.1 $TRS = \text{the greater of } 0 \text{ (zero) or } ((GR - TIPP) \times OP)$
- Where:
- GR = Gross Revenue in that Authority Period
- TIPP = TfL Investment Preference Payment payable in that Authority Period (see **paragraph 2.2**)
- OP = Offer Percentage (see **paragraph 2.3.2** below)
- 2.3.2 Subject to **Part 3** of **Schedule 3**, the Offer Percentage is [REDACTED]
- 2.4 Additional Amounts are any other sums payable by the Media Partner to the Authority in consideration for the Advertising Rights or under this Agreement pursuant to **clause 10, Schedule 4** or otherwise.
- 3. Media Partner payment of Fees to the Authority**
- 3.1 The Media Partner will deliver to the Authority the Financial Reports within ten (10) Business Days of the end of each Authority Period.
- 3.2 The Financial Reports will include a register of the total TfL Capital Expenditure with the following non exhaustive items for each Capex Item Tranche:
- 3.2.1 amount of the TfL Capital Expenditure;
- 3.2.2 date of payment of money from the Authority to Media Partner;
- 3.2.3 period of payment in accordance with **Appendix 4A**;
- 3.2.4 project name and identification code;
- 3.2.5 TIPP payment due to the Authority by Authority Period; and
- 3.2.6 remaining periods of amortisation.
- 3.3 The Financial Reports will include details of the Gross Revenue in relation to that Authority Period, including:
- 3.3.1 the Gross Revenue earned in relation to each Advertising Space in each Authority Period and the calculation thereof, including:
- 3.3.1.1 in relation to Gross Revenue at Advertising Spaces where the price paid by the advertiser was part of a deal in combination with other advertising spaces (including as part of a regional or national deal involving Advertising outside of the Estate) or the consideration was for non-monetary consideration;
- 3.3.1.2 details of all Programmatic Advertising Revenue earned in relation to each Advertising Space in each Authority Period and the calculation thereof; and
- 3.3.2 discounts applied by the Media Partner from its standard Advertising pricing.
- 3.4 The Financial Reports will include details and calculation of the Liquidated Damages in relation to that Authority Period.

- 3.5 The Financial Reports will contain sufficient information to fulfil the Media Partner's audit responsibility under **clause 10.3** in respect of the calculation and payment of the Fees.
- 3.6 Following receipt of the Financial Reports in respect of each Authority Period, the Authority may request reasonable additional information and the Media Partner will supply this as soon as reasonably practicable.
- 3.7 Within ten (10) Business Days of receiving the Financial Reports or as soon as reasonably practical thereafter, the Authority will notify the Media Partner that the Authority:
- 3.7.1 agrees the statement and calculation of Fees payable; or
- 3.7.2 disputes the statement and calculation of Fees payable.
- 3.8 If the Authority considers that the Fees paid or payable by the Media Partner have not been calculated correctly and the Authority has been or would be underpaid or overpaid ("**Disputed Fees**"), the Authority will notify the Media Partner including an explanation in reasonable detail of why the Authority disputes the calculation, and the parties' Contract Managers will work together to resolve the issue promptly and in good faith. The Media Partner's Contract Manager will provide the Authority's Contract Manager with all information and documentation requested in order to verify the Disputed Fees. If the Contract Managers are unable to agree the amount of the Disputed Fees, the dispute will be subject to **clause 75**. If it is determined that there has been an underpayment, the Media Partner will immediately pay the shortfall to the Authority in accordance with **paragraph 3.10**. If it is determined that there has been an overpayment, the Authority will issue a credit note to the Media Partner for the amount of the overpayment and the Media Partner will deduct such sum from the Fees due to the Authority in the next Authority Period. For the avoidance of doubt the Media Partner will pay any undisputed Fees in accordance with **paragraph 3.9**.
- 3.9 If the agreed or determined Financial Reports states that there are Fees payable by the Media Partner to the Authority in respect of the relevant Authority Period, the Authority will submit an invoice for the amount of such Fees to the Media Partner.
- 3.10 All payments of Fees will be deposited within ten (10) Business Days of the date of receipt of invoice into the Authority's bank account, as notified by the Authority to the Media Partner, by electronic transfer, or into such other account and/or by such other means as the Authority's Contract Manager may notify in writing to the Media Partner from time to time, and an advice note will be sent by the Media Partner to the Authority's Contract Manager and to the Authority Accounts Department (at the address notified by the Authority from time to time), indicating the amount of the payment, what the payment is for and confirming that payment has been made.
- 3.11 If any provision of this Agreement provides for invoices or requests for payments to be sent to the Authority, they should be electronically sent to [REDACTED] or such other e-mail address as the Authority's Contract Manager may from time to time specify in writing.
4. **Gross Revenue**
- 4.1 At any time during the Term, the Authority may propose to the Media Partner any changes to the basis on which the Programmatic Advertising Revenue is to be calculated by the Media Partner for the purposes of calculating Gross Revenue. Any such proposal will only be binding on the parties where both parties agree in writing in accordance with **clause 72**.

Appendix 4A Authority Periods

This Appendix details the financial year, period number, duration and period start dates of each Authority Period during the Term:

Period Dates											
Select Financial Year:			2024-25								
Period 1	Start	Finish	Period 2	Start	Finish	Period 3	Start	Finish	Period 4	Start	Finish
Week 1	01/04/2024	06/04/2024	Week 1	28/04/2024	04/05/2024	Week 1	26/05/2024	01/06/2024	Week 1	23/06/2024	29/06/2024
Week 2	07/04/2024	13/04/2024	Week 2	05/05/2024	11/05/2024	Week 2	02/06/2024	08/06/2024	Week 2	30/06/2024	06/07/2024
Week 3	14/04/2024	20/04/2024	Week 3	12/05/2024	18/05/2024	Week 3	09/06/2024	15/06/2024	Week 3	07/07/2024	13/07/2024
Week 4	21/04/2024	27/04/2024	Week 4	19/05/2024	25/05/2024	Week 4	16/06/2024	22/06/2024	Week 4	14/07/2024	20/07/2024
Period 5	Start	Finish	Period 6	Start	Finish	Period 7	Start	Finish	Period 8	Start	Finish
Week 1	21/07/2024	27/07/2024	Week 1	18/08/2024	24/08/2024	Week 1	15/09/2024	21/09/2024	Week 1	13/10/2024	19/10/2024
Week 2	28/07/2024	03/08/2024	Week 2	25/08/2024	31/08/2024	Week 2	22/09/2024	28/09/2024	Week 2	20/10/2024	26/10/2024
Week 3	04/08/2024	10/08/2024	Week 3	01/09/2024	07/09/2024	Week 3	29/09/2024	05/10/2024	Week 3	27/10/2024	02/11/2024
Week 4	11/08/2024	17/08/2024	Week 4	08/09/2024	14/09/2024	Week 4	06/10/2024	12/10/2024	Week 4	03/11/2024	09/11/2024
Period 9	Start	Finish	Period 10	Start	Finish	Period 11	Start	Finish	Period 12	Start	Finish
Week 1	10/11/2024	16/11/2024	Week 1	08/12/2024	14/12/2024	Week 1	05/01/2025	11/01/2025	Week 1	02/02/2025	08/02/2025
Week 2	17/11/2024	23/11/2024	Week 2	15/12/2024	21/12/2024	Week 2	12/01/2025	18/01/2025	Week 2	09/02/2025	15/02/2025
Week 3	24/11/2024	30/11/2024	Week 3	22/12/2024	28/12/2024	Week 3	19/01/2025	25/01/2025	Week 3	16/02/2025	22/02/2025
Week 4	01/12/2024	07/12/2024	Week 4	29/12/2024	04/01/2025	Week 4	26/01/2025	01/02/2025	Week 4	23/02/2025	01/03/2025
Period 13	Start	Finish									
Week 1	02/03/2025	08/03/2025									
Week 2	09/03/2025	15/03/2025									
Week 3	16/03/2025	22/03/2025									
Week 4	23/03/2025	31/03/2025									

Period Dates

Select Financial Year: 2025-26

Period 1	Start	Finish	Period 2	Start	Finish	Period 3	Start	Finish	Period 4	Start	Finish
Week 1	01/04/2025	05/04/2025	Week 1	27/04/2025	03/05/2025	Week 1	25/05/2025	31/05/2025	Week 1	22/06/2025	28/06/2025
Week 2	06/04/2025	12/04/2025	Week 2	04/05/2025	10/05/2025	Week 2	01/06/2025	07/06/2025	Week 2	29/06/2025	05/07/2025
Week 3	13/04/2025	19/04/2025	Week 3	11/05/2025	17/05/2025	Week 3	08/06/2025	14/06/2025	Week 3	06/07/2025	12/07/2025
Week 4	20/04/2025	26/04/2025	Week 4	18/05/2025	24/05/2025	Week 4	15/06/2025	21/06/2025	Week 4	13/07/2025	19/07/2025

Period 5	Start	Finish	Period 6	Start	Finish	Period 7	Start	Finish	Period 8	Start	Finish
Week 1	20/07/2025	26/07/2025	Week 1	17/08/2025	23/08/2025	Week 1	14/09/2025	20/09/2025	Week 1	12/10/2025	18/10/2025
Week 2	27/07/2025	02/08/2025	Week 2	24/08/2025	30/08/2025	Week 2	21/09/2025	27/09/2025	Week 2	19/10/2025	25/10/2025
Week 3	03/08/2025	09/08/2025	Week 3	31/08/2025	06/09/2025	Week 3	28/09/2025	04/10/2025	Week 3	26/10/2025	01/11/2025
Week 4	10/08/2025	16/08/2025	Week 4	07/09/2025	13/09/2025	Week 4	05/10/2025	11/10/2025	Week 4	02/11/2025	08/11/2025

Period 9	Start	Finish	Period 10	Start	Finish	Period 11	Start	Finish	Period 12	Start	Finish
Week 1	09/11/2025	15/11/2025	Week 1	07/12/2025	13/12/2025	Week 1	04/01/2026	10/01/2026	Week 1	01/02/2026	07/02/2026
Week 2	16/11/2025	22/11/2025	Week 2	14/12/2025	20/12/2025	Week 2	11/01/2026	17/01/2026	Week 2	08/02/2026	14/02/2026
Week 3	23/11/2025	29/11/2025	Week 3	21/12/2025	27/12/2025	Week 3	18/01/2026	24/01/2026	Week 3	15/02/2026	21/02/2026
Week 4	30/11/2025	06/12/2025	Week 4	28/12/2025	03/01/2026	Week 4	25/01/2026	31/01/2026	Week 4	22/02/2026	28/02/2026

Period 13	Start	Finish
Week 1	01/03/2026	07/03/2026
Week 2	08/03/2026	14/03/2026
Week 3	15/03/2026	21/03/2026
Week 4	22/03/2026	31/03/2026

Period Dates

Select Financial Year: 2026-27

Period 1	Start	Finish	Period 2	Start	Finish	Period 3	Start	Finish	Period 4	Start	Finish
Week 1	01/04/2026	11/04/2026	Week 1	03/05/2026	09/05/2026	Week 1	31/05/2026	06/06/2026	Week 1	28/06/2026	04/07/2026
Week 2	12/04/2026	18/04/2026	Week 2	10/05/2026	16/05/2026	Week 2	07/06/2026	13/06/2026	Week 2	05/07/2026	11/07/2026
Week 3	19/04/2026	25/04/2026	Week 3	17/05/2026	23/05/2026	Week 3	14/06/2026	20/06/2026	Week 3	12/07/2026	18/07/2026
Week 4	26/04/2026	02/05/2026	Week 4	24/05/2026	30/05/2026	Week 4	21/06/2026	27/06/2026	Week 4	19/07/2026	25/07/2026

Period 5	Start	Finish	Period 6	Start	Finish	Period 7	Start	Finish	Period 8	Start	Finish
Week 1	26/07/2026	01/08/2026	Week 1	23/08/2026	29/08/2026	Week 1	20/09/2026	26/09/2026	Week 1	18/10/2026	24/10/2026
Week 2	02/08/2026	08/08/2026	Week 2	30/08/2026	05/09/2026	Week 2	27/09/2026	03/10/2026	Week 2	25/10/2026	31/10/2026
Week 3	09/08/2026	15/08/2026	Week 3	06/09/2026	12/09/2026	Week 3	04/10/2026	10/10/2026	Week 3	01/11/2026	07/11/2026
Week 4	16/08/2026	22/08/2026	Week 4	13/09/2026	19/09/2026	Week 4	11/10/2026	17/10/2026	Week 4	08/11/2026	14/11/2026

Period 9	Start	Finish	Period 10	Start	Finish	Period 11	Start	Finish	Period 12	Start	Finish
Week 1	15/11/2026	21/11/2026	Week 1	13/12/2026	19/12/2026	Week 1	10/01/2027	16/01/2027	Week 1	07/02/2027	13/02/2027
Week 2	22/11/2026	28/11/2026	Week 2	20/12/2026	26/12/2026	Week 2	17/01/2027	23/01/2027	Week 2	14/02/2027	20/02/2027
Week 3	29/11/2026	05/12/2026	Week 3	27/12/2026	02/01/2027	Week 3	24/01/2027	30/01/2027	Week 3	21/02/2027	27/02/2027
Week 4	06/12/2026	12/12/2026	Week 4	03/01/2027	09/01/2027	Week 4	31/01/2027	06/02/2027	Week 4	28/02/2027	06/03/2027

Period 13	Start	Finish
Week 1	07/03/2027	13/03/2027
Week 2	14/03/2027	20/03/2027
Week 3	21/03/2027	27/03/2027
Week 4	28/03/2027	31/03/2027

Period Dates

Select Financial Year: 2027-28

Period 1	Start	Finish	Period 2	Start	Finish	Period 3	Start	Finish	Period 4	Start	Finish
Week 1	01/04/2027	10/04/2027	Week 1	02/05/2027	08/05/2027	Week 1	30/05/2027	05/06/2027	Week 1	27/06/2027	03/07/2027
Week 2	11/04/2027	17/04/2027	Week 2	09/05/2027	15/05/2027	Week 2	06/06/2027	12/06/2027	Week 2	04/07/2027	10/07/2027
Week 3	18/04/2027	24/04/2027	Week 3	16/05/2027	22/05/2027	Week 3	13/06/2027	19/06/2027	Week 3	11/07/2027	17/07/2027
Week 4	25/04/2027	01/05/2027	Week 4	23/05/2027	29/05/2027	Week 4	20/06/2027	26/06/2027	Week 4	18/07/2027	24/07/2027

Period 5	Start	Finish	Period 6	Start	Finish	Period 7	Start	Finish	Period 8	Start	Finish
Week 1	25/07/2027	31/07/2027	Week 1	22/08/2027	28/08/2027	Week 1	19/09/2027	25/09/2027	Week 1	17/10/2027	23/10/2027
Week 2	01/08/2027	07/08/2027	Week 2	29/08/2027	04/09/2027	Week 2	26/09/2027	02/10/2027	Week 2	24/10/2027	30/10/2027
Week 3	08/08/2027	14/08/2027	Week 3	05/09/2027	11/09/2027	Week 3	03/10/2027	09/10/2027	Week 3	31/10/2027	06/11/2027
Week 4	15/08/2027	21/08/2027	Week 4	12/09/2027	18/09/2027	Week 4	10/10/2027	16/10/2027	Week 4	07/11/2027	13/11/2027

Period 9	Start	Finish	Period 10	Start	Finish	Period 11	Start	Finish	Period 12	Start	Finish
Week 1	14/11/2027	20/11/2027	Week 1	12/12/2027	18/12/2027	Week 1	09/01/2028	15/01/2028	Week 1	06/02/2028	12/02/2028
Week 2	21/11/2027	27/11/2027	Week 2	19/12/2027	25/12/2027	Week 2	16/01/2028	22/01/2028	Week 2	13/02/2028	19/02/2028
Week 3	28/11/2027	04/12/2027	Week 3	26/12/2027	01/01/2028	Week 3	23/01/2028	29/01/2028	Week 3	20/02/2028	26/02/2028
Week 4	05/12/2027	11/12/2027	Week 4	02/01/2028	08/01/2028	Week 4	30/01/2028	05/02/2028	Week 4	27/02/2028	04/03/2028

Period 13	Start	Finish
Week 1	05/03/2028	11/03/2028
Week 2	12/03/2028	18/03/2028
Week 3	19/03/2028	25/03/2028
Week 4	26/03/2028	31/03/2028

Period Dates

Select Financial Year: 2028-29

Period 1	Start	Finish	Period 2	Start	Finish	Period 3	Start	Finish	Period 4	Start	Finish
Week 1	01/04/2028	08/04/2028	Week 1	30/04/2028	06/05/2028	Week 1	28/05/2028	03/06/2028	Week 1	25/06/2028	01/07/2028
Week 2	09/04/2028	15/04/2028	Week 2	07/05/2028	13/05/2028	Week 2	04/06/2028	10/06/2028	Week 2	02/07/2028	08/07/2028
Week 3	16/04/2028	22/04/2028	Week 3	14/05/2028	20/05/2028	Week 3	11/06/2028	17/06/2028	Week 3	09/07/2028	15/07/2028
Week 4	23/04/2028	29/04/2028	Week 4	21/05/2028	27/05/2028	Week 4	18/06/2028	24/06/2028	Week 4	16/07/2028	22/07/2028

Period 5	Start	Finish	Period 6	Start	Finish	Period 7	Start	Finish	Period 8	Start	Finish
Week 1	23/07/2028	29/07/2028	Week 1	20/08/2028	26/08/2028	Week 1	17/09/2028	23/09/2028	Week 1	15/10/2028	21/10/2028
Week 2	30/07/2028	05/08/2028	Week 2	27/08/2028	02/09/2028	Week 2	24/09/2028	30/09/2028	Week 2	22/10/2028	28/10/2028
Week 3	06/08/2028	12/08/2028	Week 3	03/09/2028	09/09/2028	Week 3	01/10/2028	07/10/2028	Week 3	29/10/2028	04/11/2028
Week 4	13/08/2028	19/08/2028	Week 4	10/09/2028	16/09/2028	Week 4	08/10/2028	14/10/2028	Week 4	05/11/2028	11/11/2028

Period 9	Start	Finish	Period 10	Start	Finish	Period 11	Start	Finish	Period 12	Start	Finish
Week 1	12/11/2028	18/11/2028	Week 1	10/12/2028	16/12/2028	Week 1	07/01/2029	13/01/2029	Week 1	04/02/2029	10/02/2029
Week 2	19/11/2028	25/11/2028	Week 2	17/12/2028	23/12/2028	Week 2	14/01/2029	20/01/2029	Week 2	11/02/2029	17/02/2029
Week 3	26/11/2028	02/12/2028	Week 3	24/12/2028	30/12/2028	Week 3	21/01/2029	27/01/2029	Week 3	18/02/2029	24/02/2029
Week 4	03/12/2028	09/12/2028	Week 4	31/12/2028	06/01/2029	Week 4	28/01/2029	03/02/2029	Week 4	25/02/2029	03/03/2029

Period 13	Start	Finish
Week 1	04/03/2029	10/03/2029
Week 2	11/03/2029	17/03/2029
Week 3	18/03/2029	24/03/2029
Week 4	25/03/2029	31/03/2029

Period Dates

Select Financial Year: 2029-30

Period 1	Start	Finish	Period 2	Start	Finish	Period 3	Start	Finish	Period 4	Start	Finish
Week 1	01/04/2029	07/04/2029	Week 1	29/04/2029	05/05/2029	Week 1	27/05/2029	02/06/2029	Week 1	24/06/2029	30/06/2029
Week 2	08/04/2029	14/04/2029	Week 2	06/05/2029	12/05/2029	Week 2	03/06/2029	09/06/2029	Week 2	01/07/2029	07/07/2029
Week 3	15/04/2029	21/04/2029	Week 3	13/05/2029	19/05/2029	Week 3	10/06/2029	16/06/2029	Week 3	08/07/2029	14/07/2029
Week 4	22/04/2029	28/04/2029	Week 4	20/05/2029	26/05/2029	Week 4	17/06/2029	23/06/2029	Week 4	15/07/2029	21/07/2029

Period 5	Start	Finish	Period 6	Start	Finish	Period 7	Start	Finish	Period 8	Start	Finish
Week 1	22/07/2029	28/07/2029	Week 1	19/08/2029	25/08/2029	Week 1	16/09/2029	22/09/2029	Week 1	14/10/2029	20/10/2029
Week 2	29/07/2029	04/08/2029	Week 2	26/08/2029	01/09/2029	Week 2	23/09/2029	29/09/2029	Week 2	21/10/2029	27/10/2029
Week 3	05/08/2029	11/08/2029	Week 3	02/09/2029	08/09/2029	Week 3	30/09/2029	06/10/2029	Week 3	28/10/2029	03/11/2029
Week 4	12/08/2029	18/08/2029	Week 4	09/09/2029	15/09/2029	Week 4	07/10/2029	13/10/2029	Week 4	04/11/2029	10/11/2029

Period 9	Start	Finish	Period 10	Start	Finish	Period 11	Start	Finish	Period 12	Start	Finish
Week 1	11/11/2029	17/11/2029	Week 1	09/12/2029	15/12/2029	Week 1	06/01/2030	12/01/2030	Week 1	03/02/2030	09/02/2030
Week 2	18/11/2029	24/11/2029	Week 2	16/12/2029	22/12/2029	Week 2	13/01/2030	19/01/2030	Week 2	10/02/2030	16/02/2030
Week 3	25/11/2029	01/12/2029	Week 3	23/12/2029	29/12/2029	Week 3	20/01/2030	26/01/2030	Week 3	17/02/2030	23/02/2030
Week 4	02/12/2029	08/12/2029	Week 4	30/12/2029	05/01/2030	Week 4	27/01/2030	02/02/2030	Week 4	24/02/2030	02/03/2030

Period 13	Start	Finish
Week 1	03/03/2030	09/03/2030
Week 2	10/03/2030	16/03/2030
Week 3	17/03/2030	23/03/2030
Week 4	24/03/2030	31/03/2030

Period Dates

Select Financial Year: 2030-31

Period 1	Start	Finish	Period 2	Start	Finish	Period 3	Start	Finish	Period 4	Start	Finish
Week 1	01/04/2030	06/04/2030	Week 1	28/04/2030	04/05/2030	Week 1	26/05/2030	01/06/2030	Week 1	23/06/2030	29/06/2030
Week 2	07/04/2030	13/04/2030	Week 2	05/05/2030	11/05/2030	Week 2	02/06/2030	08/06/2030	Week 2	30/06/2030	06/07/2030
Week 3	14/04/2030	20/04/2030	Week 3	12/05/2030	18/05/2030	Week 3	09/06/2030	15/06/2030	Week 3	07/07/2030	13/07/2030
Week 4	21/04/2030	27/04/2030	Week 4	19/05/2030	25/05/2030	Week 4	16/06/2030	22/06/2030	Week 4	14/07/2030	20/07/2030

Period 5	Start	Finish	Period 6	Start	Finish	Period 7	Start	Finish	Period 8	Start	Finish
Week 1	21/07/2030	27/07/2030	Week 1	18/08/2030	24/08/2030	Week 1	15/09/2030	21/09/2030	Week 1	13/10/2030	19/10/2030
Week 2	28/07/2030	03/08/2030	Week 2	25/08/2030	31/08/2030	Week 2	22/09/2030	28/09/2030	Week 2	20/10/2030	26/10/2030
Week 3	04/08/2030	10/08/2030	Week 3	01/09/2030	07/09/2030	Week 3	29/09/2030	05/10/2030	Week 3	27/10/2030	02/11/2030
Week 4	11/08/2030	17/08/2030	Week 4	08/09/2030	14/09/2030	Week 4	06/10/2030	12/10/2030	Week 4	03/11/2030	09/11/2030

Period 9	Start	Finish	Period 10	Start	Finish	Period 11	Start	Finish	Period 12	Start	Finish
Week 1	10/11/2030	16/11/2030	Week 1	08/12/2030	14/12/2030	Week 1	05/01/2031	11/01/2031	Week 1	02/02/2031	08/02/2031
Week 2	17/11/2030	23/11/2030	Week 2	15/12/2030	21/12/2030	Week 2	12/01/2031	18/01/2031	Week 2	09/02/2031	15/02/2031
Week 3	24/11/2030	30/11/2030	Week 3	22/12/2030	28/12/2030	Week 3	19/01/2031	25/01/2031	Week 3	16/02/2031	22/02/2031
Week 4	01/12/2030	07/12/2030	Week 4	29/12/2030	04/01/2031	Week 4	26/01/2031	01/02/2031	Week 4	23/02/2031	01/03/2031

Period 13	Start	Finish
Week 1	02/03/2031	08/03/2031
Week 2	09/03/2031	15/03/2031
Week 3	16/03/2031	22/03/2031
Week 4	23/03/2031	31/03/2031

Period Dates

Select Financial Year: **2031-32**

Period 1	Start	Finish	Period 2	Start	Finish	Period 3	Start	Finish	Period 4	Start	Finish
Week 1	01/04/2031	05/04/2031	Week 1	27/04/2031	03/05/2031	Week 1	25/05/2031	31/05/2031	Week 1	22/06/2031	28/06/2031
Week 2	06/04/2031	12/04/2031	Week 2	04/05/2031	10/05/2031	Week 2	01/06/2031	07/06/2031	Week 2	29/06/2031	05/07/2031
Week 3	13/04/2031	19/04/2031	Week 3	11/05/2031	17/05/2031	Week 3	08/06/2031	14/06/2031	Week 3	06/07/2031	12/07/2031
Week 4	20/04/2031	26/04/2031	Week 4	18/05/2031	24/05/2031	Week 4	15/06/2031	21/06/2031	Week 4	13/07/2031	19/07/2031

Period 5	Start	Finish	Period 6	Start	Finish	Period 7	Start	Finish	Period 8	Start	Finish
Week 1	20/07/2031	26/07/2031	Week 1	17/08/2031	23/08/2031	Week 1	14/09/2031	20/09/2031	Week 1	12/10/2031	18/10/2031
Week 2	27/07/2031	02/08/2031	Week 2	24/08/2031	30/08/2031	Week 2	21/09/2031	27/09/2031	Week 2	19/10/2031	25/10/2031
Week 3	03/08/2031	09/08/2031	Week 3	31/08/2031	06/09/2031	Week 3	28/09/2031	04/10/2031	Week 3	26/10/2031	01/11/2031
Week 4	10/08/2031	16/08/2031	Week 4	07/09/2031	13/09/2031	Week 4	05/10/2031	11/10/2031	Week 4	02/11/2031	08/11/2031

Period 9	Start	Finish	Period 10	Start	Finish	Period 11	Start	Finish	Period 12	Start	Finish
Week 1	09/11/2031	15/11/2031	Week 1	07/12/2031	13/12/2031	Week 1	04/01/2032	10/01/2032	Week 1	01/02/2032	07/02/2032
Week 2	16/11/2031	22/11/2031	Week 2	14/12/2031	20/12/2031	Week 2	11/01/2032	17/01/2032	Week 2	08/02/2032	14/02/2032
Week 3	23/11/2031	29/11/2031	Week 3	21/12/2031	27/12/2031	Week 3	18/01/2032	24/01/2032	Week 3	15/02/2032	21/02/2032
Week 4	30/11/2031	06/12/2031	Week 4	28/12/2031	03/01/2032	Week 4	25/01/2032	31/01/2032	Week 4	22/02/2032	28/02/2032

Period 13	Start	Finish
Week 1	29/02/2032	06/03/2032
Week 2	07/03/2032	13/03/2032
Week 3	14/03/2032	20/03/2032
Week 4	21/03/2032	31/03/2032

Period Dates

Select Financial Year: **2032-33**

Period 1	Start	Finish	Period 2	Start	Finish	Period 3	Start	Finish	Period 4	Start	Finish
Week 1	01/04/2032	10/04/2032	Week 1	02/05/2032	08/05/2032	Week 1	30/05/2032	05/06/2032	Week 1	27/06/2032	03/07/2032
Week 2	11/04/2032	17/04/2032	Week 2	09/05/2032	15/05/2032	Week 2	06/06/2032	12/06/2032	Week 2	04/07/2032	10/07/2032
Week 3	18/04/2032	24/04/2032	Week 3	16/05/2032	22/05/2032	Week 3	13/06/2032	19/06/2032	Week 3	11/07/2032	17/07/2032
Week 4	25/04/2032	01/05/2032	Week 4	23/05/2032	29/05/2032	Week 4	20/06/2032	26/06/2032	Week 4	18/07/2032	24/07/2032

Period 5	Start	Finish	Period 6	Start	Finish	Period 7	Start	Finish	Period 8	Start	Finish
Week 1	25/07/2032	31/07/2032	Week 1	22/08/2032	28/08/2032	Week 1	19/09/2032	25/09/2032	Week 1	17/10/2032	23/10/2032
Week 2	01/08/2032	07/08/2032	Week 2	29/08/2032	04/09/2032	Week 2	26/09/2032	02/10/2032	Week 2	24/10/2032	30/10/2032
Week 3	08/08/2032	14/08/2032	Week 3	05/09/2032	11/09/2032	Week 3	03/10/2032	09/10/2032	Week 3	31/10/2032	06/11/2032
Week 4	15/08/2032	21/08/2032	Week 4	12/09/2032	18/09/2032	Week 4	10/10/2032	16/10/2032	Week 4	07/11/2032	13/11/2032

Period 9	Start	Finish	Period 10	Start	Finish	Period 11	Start	Finish	Period 12	Start	Finish
Week 1	14/11/2032	20/11/2032	Week 1	12/12/2032	18/12/2032	Week 1	09/01/2033	15/01/2033	Week 1	06/02/2033	12/02/2033
Week 2	21/11/2032	27/11/2032	Week 2	19/12/2032	25/12/2032	Week 2	16/01/2033	22/01/2033	Week 2	13/02/2033	19/02/2033
Week 3	28/11/2032	04/12/2032	Week 3	26/12/2032	01/01/2033	Week 3	23/01/2033	29/01/2033	Week 3	20/02/2033	26/02/2033
Week 4	05/12/2032	11/12/2032	Week 4	02/01/2033	08/01/2033	Week 4	30/01/2033	05/02/2033	Week 4	27/02/2033	05/03/2033

Period 13	Start	Finish
Week 1	06/03/2033	12/03/2033
Week 2	13/03/2033	19/03/2033
Week 3	20/03/2033	26/03/2033
Week 4	27/03/2033	31/03/2033

Period Dates

Select Financial Year: 2033-34

Period 1	Start	Finish
Week 1	01/04/2033	09/04/2033
Week 2	10/04/2033	16/04/2033
Week 3	17/04/2033	23/04/2033
Week 4	24/04/2033	30/04/2033

Period 2	Start	Finish
Week 1	01/05/2033	07/05/2033
Week 2	08/05/2033	14/05/2033
Week 3	15/05/2033	21/05/2033
Week 4	22/05/2033	28/05/2033

Period 3	Start	Finish
Week 1	29/05/2033	04/06/2033
Week 2	05/06/2033	11/06/2033
Week 3	12/06/2033	18/06/2033
Week 4	19/06/2033	25/06/2033

Period 4	Start	Finish
Week 1	26/06/2033	02/07/2033
Week 2	03/07/2033	09/07/2033
Week 3	10/07/2033	16/07/2033
Week 4	17/07/2033	23/07/2033

Period 5	Start	Finish
Week 1	24/07/2033	30/07/2033
Week 2	31/07/2033	06/08/2033
Week 3	07/08/2033	13/08/2033
Week 4	14/08/2033	20/08/2033

Period 6	Start	Finish
Week 1	21/08/2033	27/08/2033
Week 2	28/08/2033	03/09/2033
Week 3	04/09/2033	10/09/2033
Week 4	11/09/2033	17/09/2033

Period 7	Start	Finish
Week 1	18/09/2033	24/09/2033
Week 2	25/09/2033	01/10/2033
Week 3	02/10/2033	08/10/2033
Week 4	09/10/2033	15/10/2033

Period 8	Start	Finish
Week 1	16/10/2033	22/10/2033
Week 2	23/10/2033	29/10/2033
Week 3	30/10/2033	05/11/2033
Week 4	06/11/2033	12/11/2033

Period 9	Start	Finish
Week 1	13/11/2033	19/11/2033
Week 2	20/11/2033	26/11/2033
Week 3	27/11/2033	03/12/2033
Week 4	04/12/2033	10/12/2033

Period 10	Start	Finish
Week 1	11/12/2033	17/12/2033
Week 2	18/12/2033	24/12/2033
Week 3	25/12/2033	31/12/2033
Week 4	01/01/2034	07/01/2034

Period 11	Start	Finish
Week 1	08/01/2034	14/01/2034
Week 2	15/01/2034	21/01/2034
Week 3	22/01/2034	28/01/2034
Week 4	29/01/2034	04/02/2034

Period 12	Start	Finish
Week 1	05/02/2034	11/02/2034
Week 2	12/02/2034	18/02/2034
Week 3	19/02/2034	25/02/2034
Week 4	26/02/2034	04/03/2034

Period 13	Start	Finish
Week 1	05/03/2034	11/03/2034
Week 2	12/03/2034	18/03/2034
Week 3	19/03/2034	25/03/2034
Week 4	26/03/2034	31/03/2034

Period Dates

Select Financial Year: 2034-35

Period 1	Start	Finish
Week 1	01/04/2034	08/04/2034
Week 2	09/04/2034	15/04/2034
Week 3	16/04/2034	22/04/2034
Week 4	23/04/2034	29/04/2034

Period 2	Start	Finish
Week 1	30/04/2034	06/05/2034
Week 2	07/05/2034	13/05/2034
Week 3	14/05/2034	20/05/2034
Week 4	21/05/2034	27/05/2034

Period 3	Start	Finish
Week 1	28/05/2034	03/06/2034
Week 2	04/06/2034	10/06/2034
Week 3	11/06/2034	17/06/2034
Week 4	18/06/2034	24/06/2034

Period 4	Start	Finish
Week 1	25/06/2034	01/07/2034
Week 2	02/07/2034	08/07/2034
Week 3	09/07/2034	15/07/2034
Week 4	16/07/2034	22/07/2034

Period 5	Start	Finish
Week 1	23/07/2034	29/07/2034
Week 2	30/07/2034	05/08/2034
Week 3	06/08/2034	12/08/2034
Week 4	13/08/2034	19/08/2034

Period 6	Start	Finish
Week 1	20/08/2034	26/08/2034
Week 2	27/08/2034	02/09/2034
Week 3	03/09/2034	09/09/2034
Week 4	10/09/2034	16/09/2034

Period 7	Start	Finish
Week 1	17/09/2034	23/09/2034
Week 2	24/09/2034	30/09/2034
Week 3	01/10/2034	07/10/2034
Week 4	08/10/2034	14/10/2034

Period 8	Start	Finish
Week 1	15/10/2034	21/10/2034
Week 2	22/10/2034	28/10/2034
Week 3	29/10/2034	04/11/2034
Week 4	05/11/2034	11/11/2034

Period 9	Start	Finish
Week 1	12/11/2034	18/11/2034
Week 2	19/11/2034	25/11/2034
Week 3	26/11/2034	02/12/2034
Week 4	03/12/2034	09/12/2034

Period 10	Start	Finish
Week 1	10/12/2034	16/12/2034
Week 2	17/12/2034	23/12/2034
Week 3	24/12/2034	30/12/2034
Week 4	31/12/2034	06/01/2035

Period 11	Start	Finish
Week 1	07/01/2035	13/01/2035
Week 2	14/01/2035	20/01/2035
Week 3	21/01/2035	27/01/2035
Week 4	28/01/2035	03/02/2035

Period 12	Start	Finish
Week 1	04/02/2035	10/02/2035
Week 2	11/02/2035	17/02/2035
Week 3	18/02/2035	24/02/2035
Week 4	25/02/2035	03/03/2035

Period 13	Start	Finish
Week 1	04/03/2035	10/03/2035
Week 2	11/03/2035	17/03/2035
Week 3	18/03/2035	24/03/2035
Week 4	25/03/2035	31/03/2035

Appendix 4B Example TIPP Calculations

The example set out in this Appendix uses a full financial year (with 13 Authority Periods) to illustrate TIPP calculations. It assumes that Gross Revenue is £10 million in each Authority Period and £1 million of TfL Capital Expenditure was invested in Authority Period 4 of such financial year:

Example Year (£ '000)													
Authority Periods	1	2	3	4	5	6	7	8	9	10	11	12	13
Gross Revenue	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
TfL Capital Expenditure				1,000									

Assume the Amortisation Period for the TfL Capital Expenditure is 5 years.

The TfL Capital Expenditure is made in Authority Period 4, therefore the TIPP payment will need to be calculated and paid from Authority Period 4 onwards.

In Authority Period 4, there is no amortisation charge, therefore the amount will be based on the outstanding value of capital invested:

$$\begin{aligned} \text{TIPP} &= \text{Total amortisation charged per Authority Period} + \text{Net Value per Authority Period} \\ &\quad \times \text{Effective Authority Period Rate} \\ &= \text{Zero} + [1000\text{k} - \text{Zero}] \times 0.48\% = 4.80\text{k} \end{aligned}$$

For Authority Period 5, TIPP will include the repayment of the amortisation element, as well as the return on the remaining capital, and will be calculated as:

$$\begin{aligned} \text{TIPP} &= \text{Total amortisation charged per Authority Period} + \text{Net Value per Authority Period} \\ &\quad \times \text{Effective Authority Period Rate} \\ &= \frac{1000\text{k}}{(5 \times 13)} + [1000\text{k} - \left(\frac{1000\text{k}}{(5 \times 13)}\right) \times 1] \times 0.48\% = 20.11\text{k} \end{aligned}$$

Similarly, for Authority Period 6, TIPP will be calculated as:

$$\begin{aligned} \text{TIPP} &= \text{Total amortisation charged per Authority Period} + \text{Net Value per Authority Period} \\ &\quad \times \text{Effective Authority Period Rate} \\ &= \frac{1000\text{k}}{(5 \times 13)} + [1000\text{k} - \left(\frac{1000\text{k}}{(5 \times 13)}\right) \times 2] \times 0.48\% = 20.04\text{k} \end{aligned}$$

In summary:

Example Year (13 Authority Periods) (£'000)													
Authority Periods	1	2	3	4	5	6	7	8	9	10	11	12	13
TfL Capital Expenditure				1000									
Capital repayment	-	-	-	-	15.38	15.38	15.38	15.38	15.38	15.38	15.38	15.38	15.38
Return on capital				4.80	4.73	4.65	4.58	4.50	4.43	4.36	4.28	4.21	4.14
Total TIPP payment	-	-	-	4.80	20.11	20.04	19.96	19.89	19.82	19.74	19.67	19.59	19.52

SCHEDULE 5

Governance and Partnering

Part 1 Governance and Partnering

1. General Provisions

The Authority and the Media Partner have agreed to work collaboratively in relation to the delivery of this Agreement and, in particular, to:

- 1.1 share the knowledge and expertise of both parties;
- 1.2 create a dynamic and creative forum for discussion and development of ideas and proposals;
- 1.3 create a working environment where decision making processes are clearly governed and optimised;
- 1.4 improve the quality of the offering to third parties;
- 1.5 maximise the financial return to both parties; and
- 1.6 manage costs and operational efficiency.

2. Governance Structure

2.1 The Partnering Board will be established by the parties immediately on the Contract Commencement Date and in accordance with **paragraph 4 of Part 1 of this Schedule 5**.

2.2 The Partnering Board will provide senior level oversight on the delivery of this Agreement, including delivery of Capex Projects, market performance, Gross Revenue, progress and performance update, key issues, and any financial approvals or business cases, and marketing initiatives.

2.3 Certain working groups will be established as set out in **paragraph 3 of Part 1 of this Schedule 5** in order to:

- 2.3.1 oversee and be responsible for certain activities on behalf of the Partnering Board;
- 2.3.2 inform and make recommendations to the Partnering Board; and
- 2.3.3 report to the Partnering Board in respect of such activities,

(collectively, the **"Working Groups"**). The Partnering Board will be the head tier of these Working Groups. The Partnering Board will not be obliged to accept any recommendations from the Working Groups.

2.4 The Advertising Strategy will be developed by the Media Partner in consultation with the Authority and submitted to the Partnering Board within thirty (30) days of the Contract Commencement Date. The Advertising Strategy will build and develop upon the key operational, technological, commercial and financial commitments set out on this Agreement.

2.5 The Advertising Strategy will be reviewed, developed and refreshed when necessary following presentation and approval at the Partnering Board.

2.6 The parties will be bound by the decisions of the Partnering Board made in accordance with this **Schedule 5**.

- 2.7 In the event of a conflict between the Advertising Strategy and this Agreement, this Agreement will prevail.
- 2.8 The Partnering Board will have the right to alter the roles and responsibilities of Working Groups, disband Working Groups and to create any new Working Groups as it deems fit.
- 2.9 Representatives of the Authority and the Media Partner will meet to review the operation of this Agreement in accordance with **paragraph 5 of Part 1 of this Schedule 5 and Part 2 of this Schedule 5.**
- 2.10 The parties agree that they will commit sufficient resources and personnel in order to comply with this **Schedule 5.**
- 2.11 All Partnering Board and Working Group members will drive a culture of mutual collaboration to ensure value is maximised at every opportunity by working together in good faith to solve problems where relevant.

3. **Working Groups**

- 3.1 The Working Groups established as at the Contract Commencement Date are:
- 3.1.1 Commercial Review Group (CRG);
 - 3.1.2 Commercial Working Group (CWG);
 - 3.1.3 Operations Working Group (OWG); and
 - 3.1.4 Finance Forum (FF).
- 3.2 The initial members of the Working Groups established as at the Contract Commencement Date and the frequency of meetings are set out in **Appendix 5A** to this **Schedule 5** below. Each of the Authority and the Media Partner may by notice in writing to the other party at any time remove their nominated members from the Working Groups and appoint another person(s) in their place.
- 3.3 Each Working Group will have the respective roles and responsibilities ascribed to such Working Group as set out in **Appendix 5A** to this **Schedule 5** and their respective terms of reference.
- 3.4 The Partnering Board may establish new Working Groups and will issue such Working Groups with terms of reference on or within thirty (30) days of the Working Group being established. The terms of reference for any Working Group may be amended by the Partnering Board from time to time. Each Working Group will hold its initial meeting within thirty (30) days of its terms of reference being established.
- 3.5 In the event that any Working Group fails to agree any item, subject to agreement between the Authority's Head of Commercial Media and the Media Partner's equivalent director, the Working Group may escalate such item to the Partnering Board.
- 3.6 The chair of the Working Group meetings will rotate annually between the Authority and the Media Partners' Partnering Board members.
- 3.7 All Working Group meetings will be held in person at a venue reasonably convenient for all the members.

4. **Partnering Board**

Role and Responsibility

- 4.1 The Partnering Board will:
- 4.1.1 oversee the development and delivery (both financial and non-financial) of the Advertising Strategy and the Annual Business Plan by the Media Partner;

- 4.1.2 set and ensure the alignment of objectives and strategic priorities;
- 4.1.3 address any matters which are presented by the parties for escalation;
- 4.1.4 discuss progress on Gross Revenue generation, Media Partner performance and asset performance;
- 4.1.5 review the development and implementation of agreed Capex Proposals, together with review of the key risks and issues presented across the programme of activity;
- 4.1.6 for each Capex Project, review and approve the project business case (including scope and benefits), delivery plan and key outputs;
- 4.1.7 discuss market wide developments, their potential impact on the ability to generate revenue and the risks/opportunities that these developments may provide;
- 4.1.8 review an overview of all marketing initiatives being undertaken by the Media Partner to drive increased awareness of the Authority's advertising assets, their place in the market, and the revenue generated from them;
- 4.1.9 deal with items of escalation from the Working Groups, as agreed between the Authority's Head of Commercial Media and the Media Partner's equivalent director;
- 4.1.10 approve changes to the Advertising Strategy and the Annual Business Plan;
- 4.1.11 use and spend of the Capex Commitment in accordance with **paragraph 6.1**;
- 4.1.12 request additional financial support from the Authority and the Media Partner in relation to proposed innovation (for example via Capex Proposals) which is supported by the Partnering Board;
- 4.1.13 consider any issues relating to the financial provisions of this Agreement, including those relating to the accounting of Gross Revenue. Gross Revenue accounting issues include the apportionment of revenues to this Agreement deriving from agreements to which the Media Partner is a party which include advertising activities outside the Advertising Estate; and
- 4.1.14 monitor and give guidance to the Working Groups.

Partnering Board members

- 4.2 The maximum number of Partnering Board members will be six (6) and the minimum number will be four (4). The Partnering Board will at all times comprise an equal number of representatives from the Authority and the Media Partner.
- 4.3 The initial members of the Partnering Board as at the Contract Commencement Date are as follows:
 - 4.3.1 for the Authority: three (3) directors from each of its Customer, Finance and Operations functions; and
 - 4.3.2 for the Media Partner: three (3) directors from each of its Customer, Finance and Operations functions.
- 4.4 The Authority's Head of Commercial Media and the Media Partner's equivalent director who manages this Agreement on a day-to-day basis will be standing non-voting attendees of the Partnering Board but will not form part of the Partnering Board membership.
- 4.5 The Authority's Head of Commercial Media may require other members from each party to attend the Partnering Board meetings from time to time if the Authority's Head of

Commercial Media considers that they are required to address any specific agenda items in the Partnering Board meeting.

- 4.6 Each of the Authority and the Media Partner may at any time remove their nominated members from office and appoint another person(s) in their place. All such appointments or removals will be in writing and will take effect upon either the service of a notice on the other party in accordance with **clause 64**, or on delivery of such notice to a meeting of the Partnering Board. Each party will ensure that it has in place members nominated to attend and participate in the Partnering Board and will promptly appoint a replacement or additional member if circumstances arise that require.
- 4.7 The Authority and the Media Partner will only appoint members to the Partnering Board who are appropriately qualified and have the requisite experience for such position.
- 4.8 The chair of the Partnering Board meeting will rotate annually between the Authority's and the Media Partner's Partnering Board members.
- 4.9 The Partnering Board may, from time to time, invite other persons to attend and speak at meetings of the Partnering Board but, for the avoidance of doubt, such persons will not be members of the Partnering Board and will have no right to vote at such meetings. For example, members of the Working Groups may be invited to attend the Partnering Board.

Partnering Board meetings

- 4.10 The quorum necessary for the transaction of business at any Partnering Board meeting will be two (2) members provided that at least one (1) member appointed by each party is present. If there is no quorum within thirty (30) minutes following the start time of the meeting or if there ceases to be a quorum at any time when business is to be transacted during the meeting, the meeting will be adjourned for five (5) Business Days. Notice of the adjourned meeting will be given to all the members of the Partnering Board by one of the members present at the original meeting.
- 4.11 Partnering Board meetings will be held at least monthly on dates agreed by the members of the Partnering Board provided that any member may call a meeting at any time by:
- 4.11.1 not less than fifteen (15) Business Days' notice of each meeting; or
- 4.11.2 such shorter period of notice in respect of any particular meeting where there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Partnering Board. Each party will procure that at least one (1) of its members is present at any Partnering Board meeting held in accordance with this **paragraph 4.11.2**.
- 4.12 The content and agenda of the Partnering Board meetings will be agreed between the Authority's Head of Commercial Media and the Media Partner's equivalent director.
- 4.13 The notice of each meeting of the Partnering Board will specify:
- 4.13.1 the date;
- 4.13.2 the venue;
- 4.13.3 the time; and
- 4.13.4 the business to be transacted at such meeting.
- 4.14 All Partnering Board meetings will be held in person at a venue reasonably convenient for all the members.
- 4.15 The Media Partner will be responsible for providing the secretariat to perform any secretariat duties for each Partnering Board meeting.

Partnering Board voting rights

- 4.16 Each member will be entitled to one vote. The chair will not have a second or casting vote.
- 4.17 A resolution of the Partnering Board will only be passed if approved unanimously by the members present at the meeting.
- 4.18 Subject to **paragraphs 4.19** and **4.20**, in the event that a resolution is not approved then such matter will not be regarded as a dispute and accordingly and for the avoidance of doubt such decision will not be reviewed in accordance with the dispute resolution process set out in **Schedule 17**.
- 4.19 The Media Partner agrees and undertakes that it will procure that members of the Partnering Board nominated by the Media Partner will not oppose a Capex Proposal put forward to the Partnering Board and supported by the Authority. The foregoing restriction will not apply where such Capex Proposal is outside the scope of **Schedule 8** and, in the reasonable opinion of the Media Partner, the Media Partner will be materially disadvantaged by the implementation of such Capex Proposal and the consequences of such implementation, which the Media Partner can demonstrate to the Authority's reasonable satisfaction.
- 4.20 Subject to **paragraph 4.19**, if a resolution in relation to a Capex Proposal is not approved, the Authority may (at its sole discretion):
- 4.20.1 require the Media Partner to support (and not object to) the bringing forward of alternative Capex Proposals to the Partnering Board up to the aggregate of the limits set out in **paragraphs 1.1** and **1.5 of Schedule 8** (which will be included as TCE, TfL Capital Expenditure as agreed by the Partnering Board for the purpose of **Schedule 4**); and/or
- 4.20.2 fund the Capex Proposal at the Authority's cost in accordance with **paragraph 1.5 of Schedule 8** if such Capex Proposal was not part of the initial agreed Capex Commitment,

and in each case such Capex Proposal will be deemed to be approved by the Partnering Board in accordance with **paragraph 6.8.3** and the Media Partner will implement such Capex Proposal in accordance with **Schedule 8**.

5. Management And Administration

- 5.1 The Media Partner will be responsible for:
- 5.1.1 organising all meetings and actions provided for in **Part 1** of this **Schedule 5**;
- 5.1.2 providing appropriate secretarial support for the Partnering Board and the Working Groups; and
- 5.1.3 facilitating discussions (where appropriate) between the Contract Managers and the Partnering Board and/or Working Groups.

6. Capex Proposals and Capex Projects

- 6.1 The parties acknowledge and agree that the Authority has made certain commitments to make capital expenditure (the "**Capex Commitment**") in order to maximise potential revenue from the exercise of the Advertising Rights and performance of the Advertising Activities and to improve the quality of the Advertising Estate. Further details in relation to the Capex Commitment are set out in **Schedule 8**.
- 6.2 The use of the Capex Commitment will be decided by the Partnering Board in accordance with details specified in this Agreement and the Advertising Strategy.
- 6.3 The Working Groups will identify potential uses of the Capex Commitment and/or use of additional funding, and consider opportunities proposed by the Authority or the Media

Partner including the Capex Projects detailed in **paragraph 1** of **Schedule 8** (each a "**Capex Opportunity**").

- 6.4 The Working Groups, in relation to each Capex Opportunity, will together prepare a briefing paper and business case by completing the outstanding information in paragraph 2.1, paragraph 3.7, paragraph 4.1, Annex 1, Annex 3, Annex 4, Annex 5, Attachments 1 and 2 to Annex 5, Annex 6, Annex 7, Annex 8, Annex 9 and Annex 11 of the Template CCN (a "**Capex Proposal**") which will be presented at the next meeting of the Partnering Board. The Working Groups will not amend any other terms of the Template CCN, including the conditions of contract set out in Annex 2.
- 6.5 Any Capex Proposal will include the following information:
- 6.5.1 an overview of the proposal;
 - 6.5.2 the Advertising Spaces or any other locations on the Estate relevant to the proposal;
 - 6.5.3 a technical and commercial description of the proposal;
 - 6.5.4 a business case justifying the capital investment;
 - 6.5.5 the conditions of contract (unamended);
 - 6.5.6 the financial arrangements that are proposed to be put in place, and the revenues that are likely to be generated for the Authority, including details of:
 - 6.5.6.1 the amount which will be payable by the Authority (if any), complying with the requirements of **paragraph 3** of **Schedule 8**, in respect of the implementation of the Capex Proposal, including whether the amount is a fixed price or based on reimbursement of agreed expenditure;
 - 6.5.6.2 the instalments, stage payments or milestone payments in which the amount referred to in **paragraph 6.5.6.1** will be paid by the Authority including the mechanism by which the amount due at each instalment, stage or milestone will be calculated;
 - 6.5.6.3 provisions for allocation of cost overrun risk;
 - 6.5.7 the proposed mechanism for the calculation of the Authority's fees, any associated risks, dependencies or proposed obligations on the Authority and the costs that are likely to be incurred by the Authority;
 - 6.5.8 details of the approvals required in accordance with **Schedule 9**;
 - 6.5.9 the additional electricity load (if any) required to implement the Capex Proposal and to power any Equipment installed under that Capex Proposal;
 - 6.5.10 details of the safety arrangements that will be needed;
 - 6.5.11 a timetable for implementation;
 - 6.5.12 identification of any equipment, tooling and structures to be introduced onto the Estate for use in the exercise of the Advertising Rights and the performance of the Advertising Activities relating to the Capex Proposal which will not be the Authority Equipment;
 - 6.5.13 details of the Media Partner's Approved Sub-Contractors;
 - 6.5.14 any other information that the Working Groups consider the Partnering Board may reasonably require; and

- 6.5.15 whether the Working Groups support the proposal, together with an explanation of such position.
- 6.6 Where a Capex Proposal involves any third party supply, including by any Authority Contractor, the Media Partner will demonstrate to the Operations Working Group that it has obtained not less than three (3) estimates and/or put the supply out to competitive tender to not less than three (3) persons and will provide relevant details to the Authority. Where the Media Partner intends to supply work, materials and equipment itself, it will estimate these at its normal commercial rates.
- 6.7 Any Capex Proposal must be compliant with Law including, to the extent applicable, regulations relating to public procurement and/or subsidy control.
- 6.8 The Partnering Board may:
 - 6.8.1 subject to **paragraphs 4.19** and **4.20**, reject the Capex Proposal; or
 - 6.8.2 request further information or views from the Working Groups, in which case the Capex Proposal will be amended and represented at the next meeting of the Partnering Board; or
 - 6.8.3 approve the Capex Proposal, upon the occurrence of which the Capex Proposal will become a "**Capex Project**".
- 6.9 If the Partnering Board agrees to the terms of a Capex Proposal then the parties will promptly sign the applicable Capex Change Control Note and the Operations Working Group will oversee the implementation of the Capex Project by the Media Partner on such terms, the oversight of the implementation of the Capex Project, the initial forum for the discussion of any disputes between the parties with a view to resolution, the approval and management of payments due and the monitoring of the implementation of the Capex Project to a timely completion and successful implementation.
- 6.10 The Media Partner will implement an agreed Capex Project in accordance with the terms of the signed Capex Change Control Note and the agreed timetable. The Media Partner will promptly notify the Operations Working Group if it is unable to meet any milestone or key date. The Partnering Board will agree the required actions if the Media Partner is unable to meet any milestone or key date on a case by case basis.

Part 2 Contract Management

1. General Provisions

- 1.1 The Media Partner and the Authority will each nominate a Contract Manager. The Media Partner will obtain the Authority's prior written approval to its appointment of a Contract Manager and each of the parties will confirm their appointment by notice in writing to the other.
- 1.2 The Authority will notify the Media Partner of any change in the identity of its Contract Manager during the Term, and the Media Partner will seek the Authority's prior written approval of and notify any approved change in the identity of its Contract Manager during the Term. The Authority will be entitled to refuse to give approval or to require the appointment of a replacement Contract Manager if it has reasonable grounds on which to do so.
- 1.3 The Contract Managers (or any temporary replacement or delegate nominated in writing by either of them) will be authorised to make decisions relating to this Agreement and will be responsible for:
- 1.3.1 dealing with all matters arising in connection with the performance of the Media Partner's or the Authority's (as the case may be) obligations and exercise of rights under this Agreement;
 - 1.3.2 providing and allowing access to all information and documentation to which the Media Partner or the Authority (as the case may be) and their agents, sub-contractors or professional advisors are entitled pursuant to this Agreement (subject to the provisions in respect of confidentiality set out in **clause 44**);
 - 1.3.3 in the case of the Media Partner, providing details to the Authority of the Key Personnel and their responsibilities; and
 - 1.3.4 providing authorisation on behalf of the parties in accordance with **clause 72** in respect of all variations, additions, deletions, substitutions or amendments to this Agreement.

2. Annual Business Plan

- 2.1 Not less than sixty (60) days prior to the Advertising Commencement Date, the Media Partner, following consultation with the Authority via the Commercial Working Group, will provide to the Authority the first business plan in relation to its plans for the exploitation of the Advertising Rights for the proposed first Financial Year prepared in accordance with **paragraph 2.3 ("Annual Business Plan")** for the Authority's approval in accordance with **paragraph 2.4**.
- 2.2 Not less than three (3) calendar months before the start of the second and each Financial Year thereafter, the Media Partner will provide to the Authority the proposed updated Annual Business Plan in relation to its plans for exploitation of the Advertising Rights for that Financial Year prepared in accordance with **paragraph 2.3** for the Authority's approval in accordance with **paragraph 2.4**.
- 2.3 The Annual Business Plan will:
- 2.3.1 will be aligned to the Advertising Strategy;
 - 2.3.2 provide additional supporting details to those set out in the Advertising Strategy; and
 - 2.3.3 as a minimum, set out the following information for the relevant Financial Year:
 - 2.3.3.1 the Media Partner's Gross Revenue forecasts split by asset type together with details of key assumptions underlying such forecasts;

- 2.3.3.2 the Media Partner's plans in relation to the maintenance, repair and/or replacement of the Advertising Estate or any part thereof;
 - 2.3.3.3 any other plans of the Media Partner in relation to the Advertising Estate; and
 - 2.3.3.4 the information set out in **paragraph 4 of Schedule 21**.
- 2.4 Following the provision of the first and/or updated Annual Business Plan to the Authority in accordance with **paragraph 2.1** or **2.2**, the parties will consult on the content of the proposed Annual Business Plan. The Authority may accept, reject or require the Media Partner to amend the proposed Annual Business Plan. The Media Partner will promptly update the proposed Annual Business Plan to reflect the Authority's comments or required amendments and submit the updated proposed Annual Business Plan to the Authority for further review and the process in this **paragraph 2.4** will be repeated until the Authority confirms in writing the proposed Annual Business Plan is approved.
- 2.5 The Media Partner will implement and comply with the approved Annual Business Plan. The Contract Managers will jointly review the Media Partner's implementation of the Annual Business Plan at the relevant Commercial Working Group meetings.
- 3. **Strategic Away Days**
- 3.1 Twice a year, the Media Partner will organise, facilitate and fund a meeting of the Partnering Board and all Working Group members from the Media Partner and the Authority in order to:
 - 3.1.1 share between the groups the vision and strategy for the relationship between the parties;
 - 3.1.2 identify mutual commercial opportunities to support each party's respective strategies;
 - 3.1.3 report progress on current joint initiatives; and
 - 3.1.4 gain insight from internal and, where relevant, external subject matter experts.

Appendix 5A

Working Groups

Working Group	Purpose	Frequency of meetings	Roles and Responsibilities	Initial Member and Quorum
Commercial Review Group (CRG)	<p>During any Capex delivery works, the CRG will provide the parties with the opportunity to discuss the project in detail before presentation to the Partnering Board for information and/or sign off.</p> <p>The content for the CRG will be driven by the Media Partner's delivery, and the need for appropriate decisions to be sought from the Partnering Board regarding new business cases, and any areas of change control, against the agreed Capex delivery programme.</p>	1 week before the Partnering Board meeting (as required)	<ul style="list-style-type: none"> Review all Capex initiatives in terms of scope, value for money and level of benefits. Agree business cases for onward submission to the Partnering Board for approval. Review and agree all change requests, for onward submission and approval at Partnering Board Review project risk allocations for robustness. Provide recommendations to the Partnering Board for overall approval. 	<p>For the Authority:</p> <ul style="list-style-type: none"> Head of Commercial Media; Finance representatives as required; and Lead for Project delivery as required. <p>For the Media Partner:</p> <ul style="list-style-type: none"> Chief Operating Officer, Outdoor; Director, Partnership Outdoor; Director, Operations Outdoor; Finance Director Outdoor; UK Programmes Director; Commercial Manager; Programme Manager; and Finance Business Partners (capex programme). <p>Quorum: Minimum of 2 members in attendance from each party.</p> <p>Voting: Each member will be entitled to one vote. A resolution will be passed if approved unanimously by the members present at the meeting.</p>
Commercial Working Group (CWG)	To maximise advertising revenue, consider Innovation and unlock wider commercial opportunities; to review and debate current market positions and trends.	Every 4 weeks	<ul style="list-style-type: none"> Be fully versed on all revenue driving commitments and ensure they are progressing and evolving, as necessary, so as to remain on track to meet and exceed the annual revenue forecast. Seek and evaluate the commercial viability and attractiveness of asset-led and non-asset led new opportunities, acquiring input from other stakeholders, as appropriate, and where an opportunity is deemed valid (if necessary) create a commercial business case to the Partnering Board for approval. Ensure the Advertising Estate is at the forefront of realistic technological and innovative development for commercial and consumer gain. Ensure the Media Partner is maximising the value of all data sources. 	<p>For the Authority:</p> <ul style="list-style-type: none"> Head of Commercial Media; and a representative from the Commercial team. <p>For the Media Partner:</p> <ul style="list-style-type: none"> Partnership Director, TfL; and Director, Outdoor Sales and Trading, and others members by prior invitation by chair <p>Quorum: Minimum of 2 members in attendance from each party.</p> <p>Voting: Each member will be entitled to one vote. A resolution will be passed if approved unanimously by the members present at the meeting.</p>

Working Group	Purpose	Frequency of meetings	Roles and Responsibilities	Initial Member and Quorum
			<ul style="list-style-type: none"> Review the Media Partner's implementation of the Annual Business Plan. Resolve ongoing contractual commercial matters. 	
Operations Working Group (OWG)	To drive efficient delivery of the day-to-day operation of the Advertising Estate and the deployment of Tfl Capital Expenditure, ensuring that problems are swiftly addressed to minimise impact	Every 4 weeks, which may be increased based on Capex works	<ul style="list-style-type: none"> Delivery of the operational components of this Agreement, including maintenance, posting, and fault resolution. Addressing issues and barriers which impact the delivery of this Agreement, including the implementation of Rectification Plans and monitoring progress towards resolution. Reviewing the Media Partner's compliance with the Performance Standards. Review and approve Rectification Plans, including in accordance with and as specified in Schedule 3. Investigation and action in respect of recurring faults in accordance with and as specified in Schedule 3. Health and safety review, including improvement initiatives and any actions/mitigation resulting from any inspections or incidents. As required, this meeting will provide the project management and collaborative working forum for the delivery of all projects and capital investment programmes to ensure that delivery programmes are adhered to, and any issues encountered during the project are promptly addressed and resolved. 	<p>For the Authority:</p> <ul style="list-style-type: none"> Contract Manager; Contract Performance Manager; Safety Health & Environment Business Partner. <p>For the Media Partner:</p> <ul style="list-style-type: none"> Director, Operations Outdoor; UK Programmes Director; Commercial Manager; Technical Director; Programme Manager; PMO Manager; and Finance Business Partner (Capex Programme), and others members by prior invitation by chair <p>Quorum: Minimum of 2 members in attendance from each party.</p> <p>Voting: Each member will be entitled to one vote. A resolution will be passed if approved unanimously by the members present at the meeting.</p>
Finance Forum (FF)	To ensure transparency and information sharing to facilitate the invoicing and financial management processes.	Every 4 weeks approximately 10 Business Days after the end of each Authority Period.	<p>FF will review the financial performance of the Media Partner, and will specifically discuss and agree:</p> <ul style="list-style-type: none"> the Tfl Capex Expenditure undertaken across each of the Capex Projects; the calculation of the expected TIPP payments based upon project expenditure; the revenue generated; the overall calculation of the invoice value (Gross Revenue minus TIPP payments and 	<p>For the Authority:</p> <ul style="list-style-type: none"> Contract Manager Finance Business Partner Contract Performance Manager Project Managers (as required) <p>For the Media Partner:</p> <ul style="list-style-type: none"> Partnership Contract Manager Finance Manager Finance Business Partner (Capex programme)

Working Group	Purpose	Frequency of meetings	Roles and Responsibilities	Initial Member and Quorum
			<p>interest payments, multiplied by the Tfl Revenue Share);</p> <ul style="list-style-type: none"> • any other adjustments required; and • the management of the invoice raising and timely payments in line with contractual requirements. <p>The Media Partner will provide open book accounting.</p>	<p>Quorum: The meeting will be considered quorate if the Authority's Contract Manager and either the Authority's Contract Performance Manager or the Authority's Finance Business Partner are in attendance alongside the two equivalent members from the Media Partner.</p> <p>Voting: Each member will be entitled to one vote. A resolution will be passed if approved unanimously by the members present at the meeting.</p>

SCHEDULE 6

Requirements

The following TfL standards or rule books apply to the delivery of this Agreement and the Media Partner will ensure that these standards or rule books (as amended, added to and/or varied from time to time) are complied with at all times:

1. **Access**
 - 1.1 S1062 A5 Temporary Works
 - 1.2 S1063 A7 Civil Engineering - Cutting, Grinding, Drilling, Fixing to, and supporting from, Existing Structures
 - 1.3 S1093 A6 PMVT Lifts (including managed evacuation lifts)
 - 1.4 S1097 A1 Escalators and Moving Walks
 - 1.5 S1548 A7 Safety Critical Work
 - 1.6 G1233 A6 Guidance Movement of materials in lifts and escalators
2. **Assurance**
 - 2.1 S1538 A17 Assurance
3. **Civil**
 - 3.1 S1050 A10 Civil Engineering – Common Requirements
 - 3.2 S1053 A15 Civil Engineering – Building and Station Structures
 - 3.3 G0053 A6 Guidance Civil Engineering – Buildings and Station Structures
4. **Electrical**
 - 4.1 S1069 A6 Low Voltage Electrical Installations
 - 4.2 S1909 A2 Requirements for matching electrical loads to Low Voltage supplies
 - 4.3 S1911 A1 Load Change application Requirements for Electrical, Compressed Air and other Services
5. **EMC**
 - 5.1 S1222 A4 Electromagnetic compatibility - TfL Assets
 - 5.2 G222 A3 Guidance on electromagnetic compatibility
6. **Fire & Materials**
 - 6.1 S1080 A3 The application of fire safety engineering principles to TfL premises
 - 6.2 S1081 A3 Design and installation of fire protection systems and compartmentation measures
 - 6.3 S1082 A3 Active fire protection systems and portable fire equipment
 - 6.4 S1083 A3 Passive fire protection systems
 - 6.5 S1084 A3 Maintenance of fire protection systems and compartmentation measures
 - 6.6 S1085 A5 Fire Safety Performance of Materials - Stations and Tunnel Infrastructure
 - 6.7 S1086 A6 Fire safety classification of stations and shafts
 - 6.8 S1088 A3 Managing changes to stations and shafts fire precautions
 - 6.9 S1089 A1 Application of The Fire Precautions (Sub-Surface Stations) Regulations

6.10 G085 A5 Code of practice – Fire Safety of Materials and Fire Safety of Specific Items and Materials Used in the Underground

7. **Health & Safety**

7.1 Rule Book 01 issue 6.1 – Communications - including OSN 163

7.2 Rule Book 02 issue 8 – Managing Incidents

7.3 Rule Book 03 issue 6 – Traction current and high voltage supply

7.4 Rule Book 04 issue 6 – Moving a stalled train and authorised detrainments

7.5 Rule Book 05 issue 6.3 – Movement of trains due to exceptional circumstances - including OSN164

7.6 Rule Book 06 issue 7 – General train operations

7.7 Rule Book 09 issue 7 – Lifts, Escalators and Moving Walkways

7.8 Rule Book 10 issue 7 – Station Access

7.9 Rule Book 11 issue 8.1 – Station Management

7.10 Rule Book 12 issue 6.1 – Fire Safety

7.11 Rule Book 14 issue 5.1 – Possessions - including OSN148 V2 and OSN165

7.12 Rule Book 16 issue 5 – Going on the track in Engineering Hours

7.13 Rule Book 17 issue 5.1 – Managing access to the track in Engineering Hours

7.14 Rule Book 18 issue 4.2 – Engineer’s trains, vehicles and trolleys - including OSN134 and OSN161 issue 2

7.15 Rule Book 21 issue 5 – Personal Safety on Track

8. **Premises**

8.1 S1047 A2 Secondary revenue equipment and systems

8.2 S1066 A5 Lighting of London Underground Assets

8.3 S1156 A11 Gauging and Clearances

8.4 S1331 Issue 4 Signs Manual

8.5 S1365 A2 Commercial opportunities within London Underground stations

8.6 S1371 A8 Station Planning

8.7 S1374 A1 Customer experience in London Underground stations

8.8 S1472 A3 Allocation of Space on Operational Property

8.9 G156 A1 Guidance Gauging and Clearances

8.10 G371A A4 Station Planning Standards and Guidelines

SCHEDULE 7

Advertising Policy

1. Purpose

- 1.1 The purpose of this policy is to set out high level principles, together with the decision making framework and criteria, governing the approval of advertisements which appear on TfL's services and information campaigns undertaken by TfL and to ensure TfL's compliance with its obligations under section 149 of the Equality Act 2010 (the "**Public Sector Equality Duty**").
- 1.2 In addition, TfL will ensure that advertisements which appear on TfL's services and information campaigns undertaken by TfL are consistent with the obligations under section 149 of the Equality Act 2010.
- 1.3 All advertisements appearing on TfL's services and information campaigns undertaken by TfL must be in accordance with this policy.

2. Definitions

In this policy, the following words and expressions have the following meanings:

- 2.1 "**Applicant**" means the person seeking approval for an advertisement to appear on TfL's services.
- 2.2 "**ASA**" means the Advertising Standards Authority.
- 2.3 "**Authority**" means the Greater London Authority.
- 2.4 "**CAP**" means the Committee of Advertising Practice
- 2.5 "**Commissioner**" means the Commissioner of Transport for London.
- 2.6 "**Days**" means working days.
- 2.7 "**GLA Act**" means the Greater London Authority Act 1999.
- 2.8 "**GLA Group**" means the Greater London Authority, TfL and all of its subsidiaries, the London Development Agency, the Metropolitan Police Authority and the London Fire and Emergency Planning Authority.
- 2.9 "**Mayor**" means the Mayor of London.
- 2.10 "**TfL**" means Transport for London.
- 2.11 "**TfL's services**" or "**TfL service**" means those services and facilities operated by or on behalf of TfL on which TfL has a right to approve advertisements, including:
- 2.11.1 London Underground;
 - 2.11.2 London Buses;
 - 2.11.3 Docklands Light Rail;
 - 2.11.4 London Overground;
 - 2.11.5 Elizabeth Line;
 - 2.11.6 London Trams;

- 2.11.7 London's roads for which TfL is responsible;
- 2.11.8 Public Carriage Office;
- 2.11.9 London River Services;
- 2.11.10 Victoria Coach Station;
- 2.11.11 London Transport Museum;
- 2.11.12 Any cycle hire schemes; and
- 2.11.13 Dial-a-Ride.

3. **Required standards**

3.1 Advertisements will not be approved for, or permitted to remain on TfL's services if, in TfL's reasonable opinion, the advertisement falls within any of the following categories:

- 3.1.1 the advertisement does not comply with the law or incites someone to break the law;
- 3.1.2 the advertisement does not comply with the British Code of Advertising, Sales Promotion and Direct Marketing;
- 3.1.3 the advertisement is inconsistent with the obligations under section 149 of the Equality Act 2010;
- 3.1.4 the advertisement is likely to cause widespread or serious offence to members of the public on account of the nature of the product or service being advertised the wording or design of the advertisement or by way of inference;
- 3.1.5 the advertisement depicts men, women or children in a sexual manner or displays nude or semi-nude figures in an overtly sexual context. For example, while the use of underdressed people in most underwear advertising may be seen as an appropriate context, gratuitous use of an overtly sexual nature will be unacceptable;
- 3.1.6 the advertisement depicts or refers to indecency or obscenity or uses obscene or distasteful language;
- 3.1.7 the advertisement relates to lap-dancing, 'gentlemen's clubs', escort agencies or massage parlours;
- 3.1.8 the advertisement depicts direct or immediate violence to anyone shown in the advertisement;
- 3.1.9 the advertisement condones or provokes anti-social behaviour;
- 3.1.10 the advertisement relates to films which have not been granted permission for public exhibition or which do not show the British Board of Film Classification certificate;
- 3.1.11 the advertisement contains images or messages which relate to matters of public controversy and sensitivity;
- 3.1.12 the advertisement refers to or portrays (or gives the impression of portraying) a living person unless the written consent of that person is obtained and is produced to TfL. TfL requires an indemnity against any action by that person, or on that person's behalf, before such references or portrayals will be accepted;
- 3.1.13 the advertisement contains negative references to TfL's services or those services provided or regulated by other members of the GLA Group;

- 3.1.14 the advertisement is likely to be defaced due to the subject matter or due to the inclusion of a high proportion of blank space;
- 3.1.15 the advertisement may adversely affect in any way the interests of the site owner;
- 3.1.16 the advertisement relates to a political party or parties or a political cause;
- 3.1.17 the advertisement uses handwriting or illustrations that would suggest the advertisement has been damaged, defaced, fly posted or subject to graffiti, after it has been posted; or
- 3.1.18 in the case of digital media, the advertisement must not pose a health and safety risk as a result of flickering or other visual imagery.

3.2 TfL roundels or other intellectual property owned by TfL may only be used in accordance with any further guidelines and/or licensing system which may be in place.

3.3 Individual TfL services may specify further requirements in relation to advertising on those services which must be adhered to.

4. **Approval or rejection of advertisements to appear on a single TfL service**

Decision to approve or reject advertising

4.1 A decision as to whether an advertisement complies with the standards required by this policy will be the responsibility of the relevant custodian nominated in relation to that TfL service as set out in **paragraph 9.2** below.

4.2 Prior to deciding whether an advertisement complies with the standards required by this policy, the relevant custodian may consult CAP as to whether the advertisement complies with the British Code of Advertising, Sales Promotion and Direct Marketing. The relevant custodian may, at their discretion, take any response from CAP into account when determining whether an advertisement complies with the standards required by this policy.

4.3 The relevant custodian will notify the Applicant in writing as soon as is reasonably practicable following receipt of the advertisement by the custodian whether the advertisement is approved or is rejected.

Proposed rejection of advertising

4.4 If the custodian considers that the advertisement does not comply with the standards required by this policy and should be rejected, the custodian:

4.4.1 may propose or invite from the Applicant reasonable variations to the advertisement to achieve compliance with the standards required by this policy; and/or

4.4.2 may, if considered necessary, consult the Head of Commercial Media and/or the Customer Director on the proposed rejection of the advertisement.

Rejection of advertisements

4.5 If the advertisement is rejected, the notification referred to in **paragraph 4.3** will include details of the reasons why the custodian considered that the advertisement did not comply with the standards contained in this policy.

4.6 The custodian will notify all other custodians, the Customer Director and the TfL Press Office that the advertisement has been rejected and specify the reasons why the advertisement did not comply with the standards contained in this policy.

5. **Decisions by the Customer Director**

- 5.1 The Customer Director will be responsible for the following decisions:
- 5.1.1 where an advertisement is submitted to appear on more than one TfL service and the relevant custodians cannot agree whether the advertisement complies with the standards required by this policy; and
 - 5.1.2 where:
 - 5.1.2.1 an advertisement has been submitted to appear on one TfL service and has been rejected by the responsible custodian for that TfL service; and
 - 5.1.2.2 the same or comparable advertisement is subsequently submitted to appear on a different TfL service and the custodian of the second TfL service considers that the advertisement does comply with the standards required by this policy.
- 5.2 If the Customer Director decides that an advertisement referred to in **paragraph 5.1** does not comply with the standards required by this policy, the process contained in **paragraphs 4.3 to 4.6** of this policy will apply except the reference in **paragraph 4.4.2** to the Customer Director will be deleted.
6. **Approval and amendment of policy**
- 6.1 This policy was approved by the Commissioner.
- 6.2 This policy will be subject to review within twelve (12) months or otherwise as considered necessary by the Customer Director.
7. **Legal Framework**
- 7.1 TfL has issued this policy pursuant to paragraph 1(3) of schedule 10 to the GLA Act which provides:
- 'It will be within the capacity of Transport for London to do such things and enter into such transactions as are calculated to facilitate, or are conducive or incidental to, the discharge of any of its functions.'*
- 7.2 Section 149 of the Equality Act 2010 consists of a general equality duty and specific duties which help the Authority, including the Mayor, have a general duty to have regard to the need to:
- 7.2.1 eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010;
 - 7.2.2 advance equality of opportunity between people who share a protected characteristic and those who do not; and
 - 7.2.3 foster good relations between people who share a protected characteristic and those who do not.
- 7.3 The Mayor has directed TfL under sections 154-155 of the GLA Act that TfL will comply with the requirement contained in section 149 of the Equality Act 2010 in exercising its functions.
8. **Policy Owner**
- This policy is owned by the Customer Director.
9. **Custodian**
- 9.1 Each TfL service will nominate one person to act as a custodian on behalf of the Customer Director in respect of this policy on that TfL service.

9.2 Custodians on behalf of the Customer Director are listed below.

TfL service	Custodian
London Underground	Head of Commercial Media/ Senior Contract Manager
London Buses	
Docklands Light Rail	
London Overground	
Elizabeth Line	
Trams	
London's roads	
Public Carriage Office	
London River Services	
Victoria Coach Station	
London Transport Museum	
Dial-a-ride	

10. **Publication**

This policy will be published on TfL's website and will be provided to persons proposing to submit advertising for appearance on TfL's services.

SCHEDULE 8

Capital Expenditure

1. Capex Commitment

1.1 Subject to Capex Proposals being approved by the Partnering Board pursuant to **paragraph 6** of **Part 1** of **Schedule 5**, the Authority will, during the Term, contribute or fund capital expenditure for delivery of Capex Projects relating to the Advertising Estate in aggregate of up to [REDACTED].

1.2 Without prejudice to the Media Partner’s obligations to comply with its obligations under **clause 7**, there will be no obligation on the Media Partner to contribute capital expenditure in relation to the Advertising Estate during the Term.

1.3 The parties have agreed the specific Capex Opportunities detailed below will be pursued as soon as practical or as otherwise agreed:

Capex Opportunity	Description	Commercial Rationale	Estimated Tfl Capital Expenditure	Estimated Expenditure by asset type in the first 3.5 years after Advertising Commencement Date (unless otherwise stated)
-------------------	-------------	----------------------	-----------------------------------	--

--	--	--	--	--

Capex Opportunity	Description	Commercial Rationale	Estimated Tfl Capital Expenditure	Estimated Expenditure by asset type in the first 3.5 years after Advertising Commencement Date (unless otherwise stated)

Each such Capex Opportunity will be developed by the parties acting through the relevant Working Groups as soon as practical into a Capex Proposal which will be presented to the Partnering Board pursuant to **paragraph 6** of **Part 1** of **Schedule 5**.

- 1.3A The Media Partner will as soon as practical, or as otherwise agreed with the Authority, implement Capex Projects for each Capex Opportunity set out in **paragraph 1.3** in respect of the Equipment, in order to significantly improve and maximise the revenue generated from Advertising and Advertising Opportunities from the exercise of the Advertising Rights on the Estate, including replacement of, upgrades to or removal (in each case as required) of Equipment to ensure that from the Advertising Commencement Date to the Termination Date the Equipment is:
- 1.3A.1 in respect of Digital Equipment, using optimal technologies, including to enhance the customer experience;
 - 1.3A.2 performing in accordance with the relevant specifications issued by the manufacturer of such Equipment;

- 1.3A.3 performing to the same standard as it performed at the date of installation of such Equipment; and
- 1.3A.4 consistently attractive to the media buying market.
- 1.3B Each Capex Opportunity set out in **paragraph 1.3** will be developed by the parties acting through the relevant Working Groups as soon as practical into a Capex Proposal which will be presented to the Partnering Board pursuant to **paragraph 6 of Part 1 of Schedule 5**, provided always that:
- 1.3B.1 notwithstanding anything to the contrary in **Schedule 5**, each member of the Partnering Board appointed by the Media Partner will be deemed to vote in favour of approving any Capex Proposal presented to it in respect of any such Capex Opportunity;
- 1.3B.2 the Media Partner will do all acts and things and execute all documents as the Authority reasonably considers necessary to give full effect to the implementation of any Capex Proposal in respect of any such Capex Opportunity; and
- 1.3B.3 **clause 7.1.3.1** will not apply to any replacement of Equipment in accordance with a Capex Project in respect of any such Capex Opportunity.
- 1.4 Additional or new Capex Opportunity will be brought forward through the Working Groups and considered by the Partnering Board pursuant to **paragraph 6 of Part 1 of Schedule 5**.
- 1.5 Without prejudice to the provisions of **paragraph 1.1** which indicates the capital expenditure the Authority is committing to provide during the Term, the Authority may without contractual commitment to the Media Partner consider contributing capital expenditure in addition to the sum specified in **paragraph 1.1**, subject to Capex Proposals being brought forward and approved by the Partnering Board pursuant to **paragraph 6 of Part 1 of Schedule 5**. This additional non-committed amount will not in any event exceed [REDACTED]
- 1.6 In relation to any work, materials or equipment supplied by or through the Media Partner whether pursuant to a Capex Project or otherwise, the Media Partner will ensure that the work materials and equipment has the benefit of product guarantees and manufacturer's warranties as to quality which are the best reasonably obtainable in the market at that time and that the benefit of such guarantees and warranties are available to the Authority, TfL Affiliates and any Incoming Media Partner. Copies of such guarantees and warranties will be made available to the Authority at any time promptly upon request.
- 1.7 The Media Partner will implement each Capex Project as approved by the Partnering Board in accordance with **Schedule 5**, the terms of the applicable Capex Change Control Note and any other applicable terms of this Agreement, in each case in accordance with the timetable for delivery and any other agreed terms set out in such Capex Project.
2. **Payment for the Implementation of Capex Projects**
- 2.1 To the extent that the Authority is obliged to pay the Media Partner amounts identified in a Capex Change Control Note for implementation of the relevant Capex Project then the provisions of this **paragraph 2** will apply, but the provisions of this **paragraph 2** will otherwise not be applicable.
- 2.2 The parties agree that each Capex Change Control Note will identify:
- 2.2.1 the amount which will be payable by the Authority (if any) in respect of the implementation of the relevant proposal;
- 2.2.2 the categories of expenditure that may be recovered by the Media Partner; and

- 2.2.3 the instalments, stage payments or milestone payments in which such amount will be paid by the Authority, including the mechanism by which the amount due at each instalment, stage or milestone will be calculated.
- 2.3 In respect of each instalment, stage payment or milestone payment identified in the Capex Change Control Note (as applicable) the Media Partner will issue an application for payment (which will include an invoice in respect of any payment to be made by the Authority) at such dates, stages, milestones or at the end of such periods as may be specified in the relevant Capex Change Control Note.
- 2.4 The Media Partner will submit its applications for payment to the address set out in **Schedule 4** or such other address as the Authority may notify to the Media Partner from time to time. Each such application for payment will contain this Agreement's reference number, SAP purchase order number (if applicable), the Media Partner's name and address and a separate calculation of VAT, together with such further information as the Authority may reasonably require. The Media Partner will not make any separate charge for submitting such applications for payment. If an application for payment does not contain the required information or is not in the specified format, the Authority will notify the Media Partner and the Media Partner will issue a revised application for payment (and, where necessary, a revised invoice). The period for payment set out in this **paragraph 2** will not begin until the Authority has received an application for payment containing the required information and in the specified format.
- 2.5 Each application for payment will specify the sum which the Media Partner considers will be due at the payment due date and the basis on which that sum is calculated, whether or not that sum is zero.
- 2.6 The due date for payment will be the date on which each application for payment (complying with the requirements of **paragraph 2.4**) is received by the Authority. Applications for payment submitted prematurely or which do not comply with the requirements of **paragraph 2.4**, will not be valid and will be resubmitted by the Media Partner in the proper form at the proper time.
- 2.7 The final date for payment will be thirty (30) days after the due date for payment, or such earlier date as may be agreed by the Operations Working Group in respect of each Capex Project.
- 2.8 Subject to **paragraph 2.10** and unless the Authority has served a notice under **paragraph 2.9**, the Authority will pay the Media Partner the sum referred to in the Media Partner's properly submitted application for payment (the "**Notified Sum**") on or before the final date for payment of each invoice.
- 2.9 In the event that the Authority considers that the Notified Sum has not been properly calculated by the Media Partner, the Authority may give the Media Partner a notice in writing specifying the Authority's intention to pay less than the Notified Sum (the "**Pay Less Notice**"). The Pay Less Notice will specify:
- 2.9.1 the sum that the Authority considers to be due on the date the notice is served, whether or not that sum is zero; and
- 2.9.2 the basis on which that sum is calculated,
- and such sum will become the Notified Sum for the purposes of this **paragraph 2**. The giving of a Pay Less Notice by the Authority will not limit the Media Partner's right to refer the Authority's calculation of the sum due, as set out in such Pay Less Notice, to dispute resolution under **clause 75.3**. The Pay Less Notice must be given not later than seven (7) days before the final date for payment (the "**Prescribed Period**").
- 2.10 Notwithstanding **paragraphs 2.8** and **2.9** if the Media Partner becomes insolvent (which, for the purpose of this paragraph only, will have the meaning given in section 113 of the Housing Grants, Construction and Regeneration Act 1996) after the Prescribed Period, the Authority will not be required to pay the Media Partner the Notified Sum on or before the final date for payment.

- 2.11 Payments pursuant to this **paragraph 2** will be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time.
- 2.12 If the Authority considers that the sum claimed by the Media Partner in any application for payment or invoice has not been calculated correctly and/or if the application for payment or invoice contains any other error or inadequacy, the Authority will notify the Media Partner and the parties will work together to resolve the error or inadequacy. Upon resolution or determination, the Media Partner will submit a revised application for payment and/or invoice to the Authority in accordance with **paragraph 2.4**.
- 2.13 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority (whether related to payment or otherwise) will:
- 2.13.1 indicate or be taken to indicate the Authority's acceptance or approval of the Advertising Activities performed to implement each Capex Project or any part of them or any act or omission of the Media Partner, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Media Partner, or absolve the Media Partner from any obligation or liability imposed on the Media Partner under or by virtue of this Agreement; or
- 2.13.2 prevent the Authority from recovering any amount overpaid or wrongfully paid or off-set, including payments made to the Media Partner by mistake of law or fact. The Authority will be entitled to withhold such amount from any sums due or which may become due to the Media Partner or the Authority may recover such amount as a debt.
- 2.14 When the Media Partner enters into any sub-contract in accordance with **clause 25**, it will incorporate into such contract a term which requires payment to be made to the sub-contractor within not more than thirty (30) days of receipt of the sub-contractor's invoice (or ten (10) days of receipt of invoice if the sub-contractor is an SME (as defined in **Schedule 19**)).
3. **Permitted Expenditure**
- 3.1 Each Capex Proposal will be evaluated and authorised by the Partnering Board on a case by case basis and only expenditure permitted in accordance with this **paragraph 3 ("Permitted Expenditure")** may be recovered by the Media Partner.
- 3.2 Permitted Expenditure is expenditure which:
- 3.2.1 can be reasonably allocated or apportioned to this Agreement;
- 3.2.2 is incurred in accordance with this Agreement;
- 3.2.3 is attributable to implementing a Capex Project (or identified in a Capex Proposal); and
- 3.2.4 is capable of being capitalised under generally accepted accounting practices, or is in respect of feasibility or exploratory works.
- 3.3 By way of indication only and subject to **paragraphs 3.2** and **3.5**, the following categories of expenditure may be allowed as Permitted Expenditure:
- 3.3.1 the cost of tangible advertising infrastructure (plant, machinery and equipment);
- 3.3.2 infrastructure installation and assembly costs;
- 3.3.3 cost of active electronics, data transport and backhaul equipment;
- 3.3.4 software and systems (including reporting systems) development costs directly attributable to implementing the Capex Project;

- 3.3.5 subject to **paragraph 3.5.33**, staff costs directly attributable to implementing the Capex Project;
 - 3.3.6 planning, site investigation and site preparation costs directly attributable to implementing the Capex Project;
 - 3.3.7 power connection costs;
 - 3.3.8 professional fees directly attributable to implementing the Capex Project;
 - 3.3.9 asset disposal costs directly attributable to implementing the Capex Project; and/or
 - 3.3.10 the product guarantees and manufacturer's warranties required for purchase pursuant to **paragraph 1.6** of this Schedule.
- 3.4 Expenditure will not be Permitted Expenditure if it is not or is not expected to be reasonably and properly incurred and:
- 3.4.1 is not incurred in accordance with this Agreement;
 - 3.4.2 is not attributable to implementing a Capex Project (or identified in a Capex Proposal);
 - 3.4.3 cannot be reasonably allocated or apportioned to this Agreement; and/or
 - 3.4.4 is not capable of being capitalised under generally accepted accounting practices, save in respect of feasibility or exploratory works.
- 3.5 By way of indication only, the following categories of expenditure will not be allowed as Permitted Expenditure:
- 3.5.1 expenditure supported from other government sources or EC structural funds;
 - 3.5.2 operating and maintenance costs of the advertising infrastructure created;
 - 3.5.3 additional costs incurred as a result of Media Partner under performance against or in breach of this Agreement;
 - 3.5.4 operating costs of providing advertising services to third parties and consumers;
 - 3.5.5 marketing, other sales costs;
 - 3.5.6 corporation tax and non-domestic rates;
 - 3.5.7 power and other utility running costs;
 - 3.5.8 costs incurred before the date of this Agreement (including bid costs);
 - 3.5.9 any cost relating to insurance and insurance policies;
 - 3.5.10 general corporate or unabsorbed overheads;
 - 3.5.11 depreciation, amortisation and impairment of assets;
 - 3.5.12 service and financing costs under finance leases, of advertising infrastructure, plant, machinery and equipment;
 - 3.5.13 operating lease rentals;
 - 3.5.14 provisions and contingent liabilities (including for risk related to this Agreement);

- 3.5.15 Media Partner profit mark-up, margin or administration charge that is added to the actual bought in costs of equipment, goods or services procured from third parties;
- 3.5.16 administration and general management costs;
- 3.5.17 dividends;
- 3.5.18 other interest and financing charges;
- 3.5.19 costs resulting from the deferral of payments to creditors;
- 3.5.20 costs involved in winding up a company;
- 3.5.21 payments for unfair dismissal;
- 3.5.22 payments for unfunded pensions;
- 3.5.23 compensation for loss of office;
- 3.5.24 bad debts arising from loans to employees, proprietors, partners, directors, guarantors, shareholders or a person connected with any of these;
- 3.5.25 payments for gifts and donations;
- 3.5.26 payment for entertainment;
- 3.5.27 input VAT reclaimable by the Media Partner;
- 3.5.28 statutory fines and penalties;
- 3.5.29 criminal fines and damages;
- 3.5.30 any legal fees or legal expenses (including in respect of adjudication or litigation);
- 3.5.31 any liability arising out of negligence;
- 3.5.32 professional fees not directly attributable to the implementation of the Capex Project; and
- 3.5.33 any staff bonuses, including incentives offered to staff to complete tasks specifically aligned to the delivery of any element of this Agreement.

SCHEDULE 9

Exercise of the Advertising Activities

Part 1 Access, Approvals and Health and Safety

1. Access

- 1.1 Subject to the relevant Media Partner Personnel first obtaining any necessary training certificates and subject to the Media Partner satisfying all other relevant Requirements, the Authority will issue or procure the issue to the Media Partner Personnel such keys and permits as they may reasonably require in order to carry out the Advertising Activities. The Media Partner will retain records of all such keys and permits as are issued to the Media Partner Personnel and, in the event that such keys or permits are lost by the Media Partner Personnel, will reimburse to the Authority its reasonable costs resulting from such loss.
- 1.2 Subject to the Media Partner satisfying all relevant Requirements, the Authority will procure access to such parts of the Estate as are reasonably necessary for the Media Partner and the Media Partner Personnel for the purpose of carrying out the Advertising Activities at reasonable times and on reasonable notice. In performing its obligation under this paragraph the Authority will procure that any TfL Affiliate or the Authority Contractors who have authority to grant the Media Partner access to relevant parts of the Estate do so provided that the Media Partner complies with all relevant Requirements. Where applicable, the Authority or the relevant TfL Affiliate or the Authority Contractor will make an application for an access booking on behalf of the Media Partner in accordance with the Access Procedures. The rights of access granted by this **paragraph 1** are not rights that are exclusive to the Media Partner.
- 1.3 The obligation to procure access under **paragraph 1.2** will at all times be subject to:
- 1.3.1 the operational and safety requirements of the Authority, the TfL Affiliates or any Authority Contractor;
 - 1.3.2 the terms and conditions of the Access Procedures or any other applicable Authority Standards, where access at any Advertising Space or other parts of the Estate is governed by the Access Procedures or the Authority Standards;
 - 1.3.3 the Authority or any relevant TfL Affiliate being entitled to refuse to book general access (as defined in the Access Procedures); and
 - 1.3.4 access to depots for the purpose of installation of signage and advertising materials inside rolling stock being limited to engineering hours (as defined in the Access Procedures).
- 1.4 Without prejudice to the generality of **paragraph 1.3**, when accessing any Advertising Space or other parts of the Estate, the Media Partner will at all times comply with, and will ensure that the Media Partner Personnel comply with:
- 1.4.1 any applicable Authority Standards, including the Access Procedures;
 - 1.4.2 its health and safety obligations under this Agreement;
 - 1.4.3 the Authority's, the TfL Affiliates' and the Authority Contractors' security and personnel policies in force and notified to the Media Partner in writing from time to time. In particular, all Media Partner Personnel who may require access to any Advertising Space or other parts of the Estate will carry identity passes including the bearer's photograph;
 - 1.4.4 the Authority's, the TfL Affiliates' and the Authority Contractors' operational requirements in force and notified to the Media Partner in writing from time to time; and
 - 1.4.5 any lawful orders of the Authority, including the Authority's Contract Manager.
- 1.5 Without prejudice to the generality of **paragraph 1.3**, the Authority and/or the relevant TfL Affiliate or the Authority Contractor will be entitled to refuse to grant or to book access

or to immediately terminate access once granted to any Advertising Space or other part of the Estate if:

- 1.5.1 where the Access Procedures apply, it is entitled to do so under its reasonable application or interpretation of the Access Procedures (including where it cancels or refuses a booking on safety and/or operational grounds or in the event of an emergency);
 - 1.5.2 where the Access Procedures apply, in its reasonable opinion, the Media Partner has failed to comply with any relevant procedure under the Access Procedures;
 - 1.5.3 in its reasonable opinion, the Media Partner is in breach of any of its health and safety obligations;
 - 1.5.4 it deems in its reasonable opinion that the relevant Media Partner Personnel are unfit to access the relevant Advertising Space or other part of the Estate; or
 - 1.5.5 the Media Partner requests access at times, or on notice, that is, in each case, unreasonable in the circumstances.
- 1.6 The Authority will notify the Media Partner of any changes or proposed changes to the Access Procedures, to the extent that they are relevant to the Media Partner, and will give the Media Partner reasonable notice of any proposed significant changes to its existing access arrangements.
- 1.7 Any obligation in **Schedule 9** on the Media Partner to do, or refrain from doing, any act or thing will include an obligation upon the Media Partner to procure that each member of the Media Partner Personnel also do, or refrain from doing, such act or thing.

2. **Approvals**

- 2.1 The Media Partner acknowledges that the Estate is a highly controlled environment due, in particular, to the health and safety and operational restrictions and requirements that apply to the Authority, the TfL Affiliates and the Authority Contractors in connection with their operation and maintenance of the Estate. Accordingly, in the performance of the Advertising Activities, the Media Partner will be subject to controls over the activities that it can carry out on the Estate. These controls are in addition to the Media Partner's health and safety obligations and to the controls that apply to access to the Estate under **paragraph 1**. They will cover the way the Media Partner carries out the Advertising Activities (through the Agreed Procedures & Method Statements), the materials and Equipment it can use in carrying out the Advertising Activities ("**Type Approval**") and the locations at which it can carry out Advertising Activities ("**Advertising Space Approval**"). Each of these controls and/or approvals may be generic, specific or limited in duration and may be amended, replaced or withdrawn by the Authority and/or any TfL Affiliates and/or any Authority Contractors from time to time. If the Media Partner objects to the Authority's exercise of its rights and powers as referred to in this **paragraph 2.1** then the Media Partner may refer the matter for discussion to the Partnering Board. No referral to the Partnering Board will prevent or delay the Authority from enforcing, introducing, amending, replacing or withdrawing any such controls or approvals.
- 2.2 The Media Partner will have the following approvals (the "**Existing Approvals**"):
 - 2.2.1 as at the Advertising Commencement Date:
 - 2.2.1.1 commercial approval in respect of Advertising Activities expressly contemplated by the terms of this Agreement;
 - 2.2.1.2 the procedure and method statements equivalent to Agreed Procedures and Method Statements which the Outgoing Media Partner was approved to use (whether by the Authority or a TfL Affiliate) immediately prior to the Advertising Commencement Date;
 - 2.2.1.3 the approvals equivalent to Type Approvals given to the Outgoing Media Partner on or prior to the Advertising Commencement Date (whether by the Authority or a TfL Affiliate);

- 2.2.1.4 Type Approvals for the materials listed in **Part 2** to this **Schedule 9**;
 - 2.2.1.5 the approvals equivalent to the Advertising Space Approvals given to the Outgoing Media Partner on or prior to the Advertising Commencement Date (whether by the Authority or a TfL Affiliate); and
 - 2.2.1.6 any other approvals that may be in place at such a date; and
 - 2.2.2 any additional approvals agreed by the Authority or a TfL Affiliate with the Outgoing Media Partner in respect of the matters in **paragraphs 2.2.1.1 to 2.2.1.6**, from the date such additional approvals are agreed.
- 2.3 With effect from the Advertising Commencement Date, all proposed Advertising Activities which are not subject to the Existing Approvals, including any new, expanded, varied or amended Advertising Activities, will require the relevant new, expanded, varied or amended Agreed Procedures and Method Statements, Type Approvals and Advertising Space Approvals (as applicable) before they can be undertaken. Where the Media Partner wishes to carry out any such proposed Advertising Activities in relation to which it does not have all the relevant approvals ("**Activities Requiring Approval**"), it may make a request to the Authority's Contract Manager for approval (a "**Request for Approval**") in accordance with this **paragraph 2.3**.
- 2.3.1 A Request for Approval will initially include:
 - 2.3.1.1 a general description of the Activities Requiring Approval that the Media Partner wishes to carry out and the approvals that the Media Partner seeks, in sufficient detail so that the Authority's Contract Manager may reasonably make a full and proper assessment of the likely impact in their opinion of the Activities Requiring Approval;
 - 2.3.1.2 details of the extent to which (if any) the Activities Requiring Approval are covered by the Agreed Procedures and Method Statements, Type Approvals and Advertising Space Approvals in force and whether any such approvals are generic or limited in duration and/or scope; and
 - 2.3.1.3 any other information as referred to in **paragraph 2.3.3** that the Media Partner can reasonably provide or that the Authority may reasonably require at this stage.
 - 2.3.2 The Authority's Contract Manager may in their discretion following receipt of a Request for Approval provide a preliminary indication to the Media Partner of whether the proposal is in principle likely to be accepted or rejected following detailed consideration.
 - 2.3.3 If the Authority's Contract Manager indicates that a Request for Approval is in principle likely to be accepted, the Authority will in no circumstances be liable to the Media Partner for any Losses it may incur if the proposal is ultimately rejected under **paragraph 2.3.5**. The Authority's Contract Manager will endeavour to identify all the necessary subordinate departmental and other detailed approvals which will need to be obtained and any other details required in order for approval to be given and the Media Partner will promptly provide all required information in relation thereto, including:
 - 2.3.3.1 the proposed term and duration of the Activities Requiring Approval;
 - 2.3.3.2 any associated risks or dependencies and the costs and residual liabilities that are likely to be incurred by the Authority;

- 2.3.3.3 details of any non-compliance of the Activities Requiring Approval with the Requirements or other Authority Standards and any impact on the Railway Safety Certificate. The Authority's Contract Manager will assist the Media Partner in assessing the Activities Requiring Approval against the other Authority Standards, the requirements of ROGS and the Railway Safety Certificate;
- 2.3.3.4 a description of the safety arrangements that may be needed in order to manage the Activities Requiring Approval;
- 2.3.3.5 in relation to any new advertising medium:
- (a) the nature, scope, materials and/or technical details of the new advertising medium;
 - (b) the projected lifespan, reliability and maintenance requirements of the advertising medium;
 - (c) any specific criteria relating to the likely financial success of the advertising medium;
 - (d) the proposed fault regime to be added to the Performance Standards;
- 2.3.3.6 in relation to any proposed new Advertising Spaces:
- (a) the precise location of the proposed new Advertising Space;
 - (b) the associated capacity, advertising programme, access requirements, maintenance regime, new equipment or other equipment, and any services required from the Authority;
- 2.3.3.7 in relation to any proposed new equipment:
- (a) a general description of the proposed new equipment, including the projected lifespan, reliability and maintenance requirements of the new equipment in sufficient detail that the Authority may reasonably make a full and proper assessment of the likely impact of the installation and maintenance of the new equipment;
 - (b) an indication of the electricity requirements of the new equipment and a statement that the new equipment will comply with all Laws, including the Electricity at Work Regulations 1989 and Corrigendum 2023 to BS7671:2018 Amendment 2 release 2022 (or any amendment or replacement thereof);
 - (c) heat output;
 - (d) whether the new equipment will be purchased or leased by the Media Partner;
 - (e) a description of the guarantees and warranties applicable to the proposed new equipment;
- 2.3.3.8 the Media Partner's proposals in relation to new procedures and method statements;
- 2.3.3.9 details of any new structure and/or fixings to or affecting existing the Authority, TfL Affiliate or the Authority Contractor assets;
- 2.3.3.10 any other information that the Authority may reasonably require; and

2.3.3.11 where it is not immediately possible to provide any of the information in **paragraphs 2.3.3.1 to 2.3.3.10**, a timetable setting out when it is intended to provide such information.

The Authority's Contract Manager may identify further detailed requirements later in the process before full approval is given.

- 2.3.4 The Authority's Contract Manager will give detailed consideration to the Request for Approval, and will use all reasonable endeavours to respond comprehensively to it within a maximum of sixty (60) days of its receipt by the Authority, either approving the Request for Approval or, so far as practicable, giving an explanation of why such Request for Approval is not acceptable with (if it is capable of being approved with amendment) details of any changes to the Request for Approval which the Media Partner will make in order for it to be approved.
- 2.3.5 The Authority's Contract Manager may accept, reject or require its modification, at their discretion, and the Authority will in no circumstances be liable for any Losses incurred by the Media Partner due to the rejection of a Request for Approval. If the parties are unable to agree any new, expanded, varied or amended procedures and method statements, then the Authority may in its discretion require the Media Partner to comply with such procedures and method statements as are notified to the Media Partner in writing, which will be deemed to be the Agreed Procedures and Method Statements.
- 2.3.6 Where the Authority's Contract Manager proposes to grant approval of any Activities Requiring Approval, they may allow the Media Partner to carry out the relevant activities as if they formed part of the Advertising Activities originally granted under this Agreement, and agree with the Media Partner the terms on which it may carry out the relevant activities, in which case:
- 2.3.6.1 any new advertising medium which has been approved will form part of the Advertising Rights;
- 2.3.6.2 any new Advertising Spaces which have been approved will henceforth form part of the Advertising Estate; and
- 2.3.6.3 the provisions of **clauses 19.4 and 19.5** will apply in relation to any new Equipment. The Media Partner will comply with its obligations under this Agreement in relation to the same, except to the extent that they have been expressly and specifically varied or excluded by the parties in accordance with this **paragraph 2.3.6**.
- 2.4 The parties will in each case record the terms that they have agreed pursuant to **paragraph 2.3** in writing, and the relevant approval will be given when the parties' respective Contract Managers have signed to record their agreement.
- 2.5 If at any time the Media Partner is in any doubt as to whether it may carry out any Advertising Activity or any other activity on the Estate in accordance with the approvals then in force and the Agreed Procedures and Method Statements, it will consult with the Authority's Contract Manager who will use reasonable endeavours to provide the Media Partner with their response as soon as is reasonably practicable. The Media Partner will not proceed with the relevant Advertising Activity until the matter is resolved with the Authority's Contract Manager.
- 2.6 Due to the nature of the Authority's and the TfL Affiliates' business, it may be necessary from time to time for the Authority to revoke or limit approvals or to amend the Agreed Procedures and Method Statements which it has granted or approved pursuant to this **paragraph 2** or otherwise, if it subsequently comes to its notice that the performance of the relevant Advertising Activities interferes with the carrying out of the operation and maintenance of the Estate. The Authority will be entitled to temporarily or permanently revoke or limit the duration and/or scope of any relevant approvals or to temporarily or permanently amend any Agreed Procedures and Method Statements, upon giving notice in

writing to the Media Partner. The Media Partner will immediately cease to carry out the affected Advertising Activities, to the extent necessary in order to comply with the revocation or limitation of the duration or scope of the relevant approvals or the amended Agreed Procedures and Method Statements. If the Media Partner objects to the Authority's exercise of its rights and powers as referred to in this **paragraph 2.6** then the Media Partner may refer the matter for discussion to the Partnering Board.

- 2.7 The Media Partner will keep an up-to-date record of the status of all approvals and requests for approvals and all Agreed Procedures and Method Statements and will provide such information to the Authority as the Authority may reasonably require from time to time in relation to such approvals and Agreed Procedures and Method Statements.
- 2.8 The Media Partner may have access to certain data as the Authority may allow for the purpose of facilitating the co-ordination of works, projects and programmes between the Authority and third parties delivering works and services to the Estate and:
- 2.8.1 if required by the Authority, the Media Partner will keep up-to-date a database recording details of its proposed works, projects and programmes and will make such information available to the Authority as reasonably required; and
- 2.8.2 the Authority will not have any liability to the Media Partner in respect of any inaccuracy, error or misstatement contained in or any omission from any data referred to in this **paragraph 2.8**.

3. **Health & Safety**

- 3.1 The Media Partner will be subject to the health and safety and operational restrictions and requirements that apply to the Authority and the TfL Affiliates and the Authority Contractors in connection with the operation and maintenance of the Estate. The safe operation of the Estate is of prime importance. Accordingly, the Media Partner agrees that it will perform the Advertising Activities in accordance with its health and safety obligations as set out in this **paragraph 3**.
- 3.2 The Media Partner will carry out all its obligations under this Agreement in a manner which ensures the safety of all the Authority's and TfL Affiliates and the Authority Contractors' employees, agents, contractors, customers and other invitees who are at or near the Estate and any other person to whom the Authority, the TfL Affiliates, the Authority Contractors or the Media Partner may owe a duty of care or other responsibility in relation to the Estate and which takes account of the risks involved in operating the Estate and, without prejudice to the foregoing, so as not to prejudice the Authority's and the TfL Affiliates' and the Authority Contractors' ability to provide a safe public transport system.
- 3.3 The Media Partner will comply with the Authority's and the TfL Affiliates' relevant safety conditions as set out in the Authority Standards and any relevant Authority Contractors' safety standards, to the extent that these apply to the performance of the Advertising Activities, including:
- 3.3.1 the Requirements, which will be supplied to the Media Partner by the Authority on the basis of the Media Partner being a controlled copy-holder, together with any amendments alterations and re-prints arising from time to time. The Media Partner will:
- 3.3.1.1 maintain its copy of the Requirements in a complete and up to date condition;
- 3.3.1.2 in respect of the London Underground, adhere to the LUL Standards and all the specified conditions as set out in the completed standard QUENSH Conditions Manual, the current version of which is set out in **Schedule 22**;
- 3.3.2 the Authority's and the TfL Affiliates' Rule Books, Standards and Pathways Manual and other standards and processes employed by the Authority and the TfL Affiliates in force and notified to the Media Partner in writing from time to time;

- 3.3.3 any other relevant health and safety conditions and obligations including to the extent that they are capable of applying to this Agreement:
- 3.3.3.1 any byelaws, railway Laws and any other statutory provisions relating to the London Underground, DLR, London Overground, Trams, Victoria Coach Station and the Elizabeth Line;
 - 3.3.3.2 the Health and Safety at Work etc. Act 1974 and any regulations made in accordance with that Act;
 - 3.3.3.3 the Transport and Works Act 1992 and any regulations made in accordance with that Act;
 - 3.3.3.4 the Regulatory Reform (Fire Safety) Order 2005 and any regulations or guidance notes made or issued in accordance with that Act, including the Fire Precautions (Sub-surface Railway Stations) (England) Regulations 2009;
 - 3.3.3.5 the ROGS;
 - 3.3.3.6 the Working Time Regulations 1998; and
 - 3.3.3.7 the Control of Substances Hazardous to Health Regulations 2002;
- 3.3.4 in respect of the London Underground, producing a case for safety paper in accordance with TfL and London Underground Standard Category 1 Standard S1538 'Assurance' (or any amendment or replacement of this standard from time to time), when applicable;
- 3.3.5 in respect of the DLR, producing a case for safety paper in accordance with DLR BCP03 Joint Change and Assurance Framework (or any amendment or replacement of the DLR BCP from time to time), when applicable; and
- 3.3.6 not using any material or substances to carry out the Advertising Activities under this Agreement unless such materials or substances meet any operational specifications of the Authority or TfL Affiliate or the Authority Contractors (as applicable) in respect thereof and the other requirements of this Agreement. Copies of any such specifications may be obtained from the Authority the relevant TfL Affiliate or the relevant Authority Contractor (as applicable), in their absence, the Authority's explicit approval must be obtained.
- 3.4 If, in relation to any action that the Media Partner is to carry out, the Media Partner is in any doubt as to the correct procedure to follow, or the conditions or obligations with which it must comply, the Media Partner will consult with the Authority's Contract Manager before carrying out such action.
- 3.5 The Media Partner will at all times have in force:
- 3.5.1 a Health and Safety Plan as referred to in **clause 51.5** (including a Health and Safety Policy and an Alcohol and Drugs Policy as referred to in **clause 51.5**); and
 - 3.5.2 Agreed Procedures and Method Statements for all work undertaken by or on behalf of the Media Partner on the Estate.
- 3.6 The Media Partner will, upon receipt of reasonable notice from the Authority, provide copies of the Health and Safety Plan as referred to in **paragraph 3.5.1** above to the Authority as the Authority may reasonably require from time to time.
- 3.7 Without prejudice to the generality of **paragraph 3.3**, the Media Partner will, at its own cost, ensure that all Media Partner Personnel obtain such health and safety training certificates as are relevant to their activities, including:

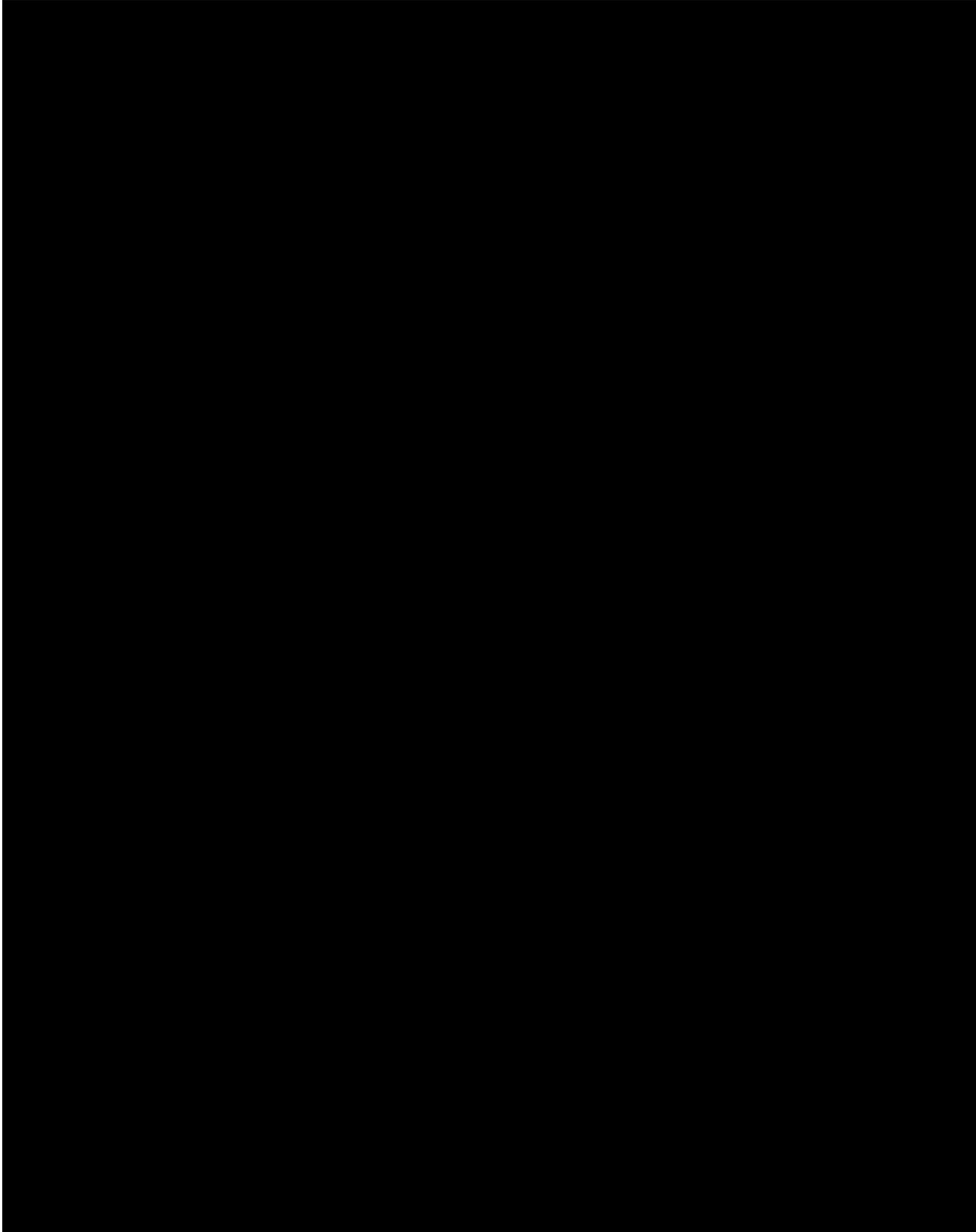
- 3.7.1 protecting workers on track (PWT);
 - 3.7.2 person in charge of works (PICOW);
 - 3.7.3 permit to enter;
 - 3.7.4 fire training;
 - 3.7.5 track accustomed;
 - 3.7.6 track awareness;
 - 3.7.7 escalator machine room awareness;
 - 3.7.8 non trackside health and safety training;
 - 3.7.9 station equipment room training; and
 - 3.7.10 safe isolation.
- 3.8 Without prejudice to the generality of **paragraph 3.3**, the Media Partner will, at its own cost:
- 3.8.1 where the Media Partner has provided a site person in charge for non-track works, complete a TSW35 to assure the competence of the individual; and
 - 3.8.2 provide evidence that operatives have appropriate training for the equipment that they are using.
- 3.9 The Media Partner will promptly notify all Media Partner Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the exercise of its rights and performance of its obligations under this Agreement.
- 3.10 The Media Partner will ensure that all mains powered equipment is tested for compliance with all Laws, including the Electricity at Work Regulations 1989, and Corrigendum 2023 to BS7671:2018 Amendment 2 release 2022 (or any amendment or replacement thereof) and that such equipment is suitably labelled, and the results tabled on one signed document giving the equipment type, serial number, measurement details and pass or fail indication. Where the Media Partner installs any new equipment on the on the Estate, it will procure the relevant signed electrical safety certificates upon installation. If the Media Partner is unable to procure the relevant signed electrical safety test certificates or compliance with all Laws and Corrigendum 2023 to BS7671:2018 Amendment 2 release 2022 (or any amendment or replacement thereof), it will immediately remove any non-compliant equipment at its own cost.
- 3.11 The Media Partner will carry out at regular intervals audits of its health and safety procedures and its (and its agents and permitted sub-contractors) compliance with health and safety conditions and obligations. The Authority will be entitled, upon giving reasonable notice to the Media Partner, to audit the Media Partner's working practices and procedures in order to ensure compliance with the Media Partner's Health and Safety Plan in addition to the Media Partner's obligations under this **paragraph 3**, and the Authority will be liable for its own expenses in relation to the same. The Media Partner will be liable at its own expense for immediately taking such remedial action as may be required by the Authority in relation to any breach by the Media Partner of its obligations under this **paragraph 3** identified by the Authority pursuant to an audit carried out in accordance with this **paragraph 3.11**.
- 3.12 The Authority will notify the Media Partner as soon as reasonably practicable of any significant changes which it is proposing to make in respect of its requirements relating to health and safety under the Authority Standards. The Media Partner will submit to the Authority details of the changes it proposes to implement as a result of these changed requirements and these will be reviewed and agreed by the Authority prior to

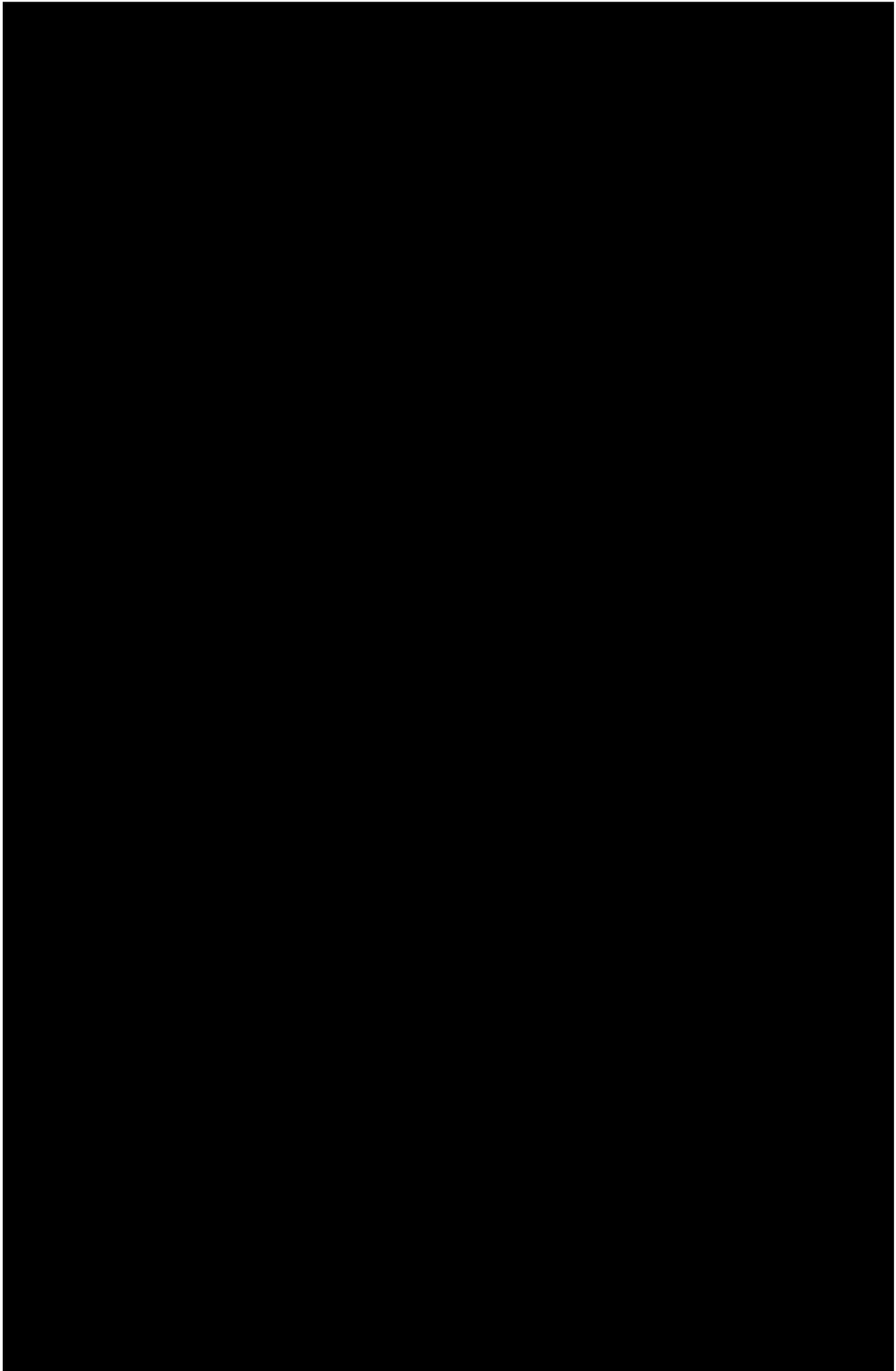
implementation (such agreement not to be unreasonably withheld or delayed). Any costs associated with this action will be borne by the party incurring them.

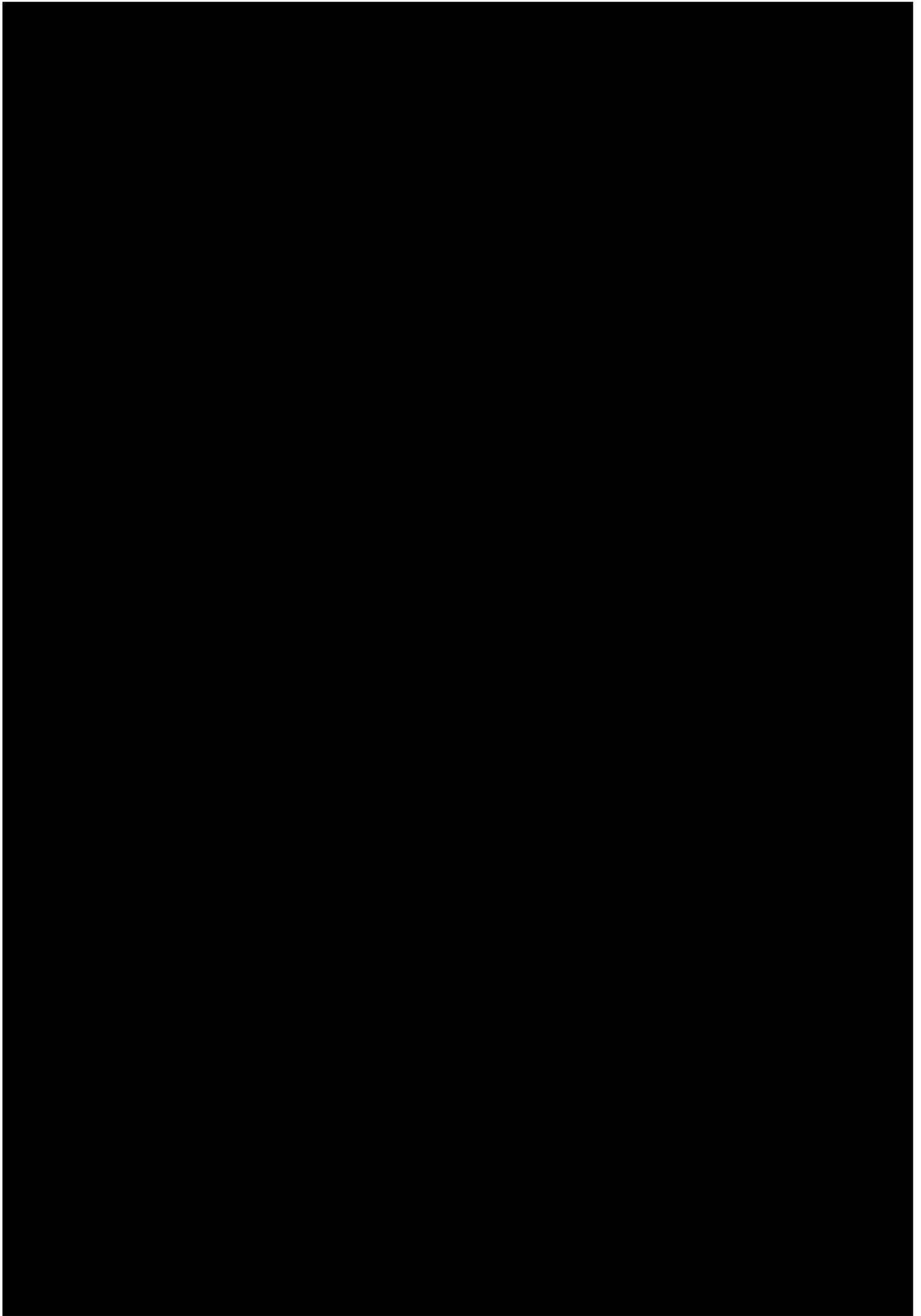
Part 2 Approved Materials

This **Part 2** details the list of materials and equipment that are approved (or has a concession for approval as a component part of an advertising product/ asset) for use on all sub-surface stations on the Estate. There are no restrictions on using these materials and components on the Estate.

Formal acceptance is required through the LU Products Register should the Media Partner wish to apply for approval for products/ materials not currently on the list below. Appropriate documentation for the proposed products/ materials can be submitted by the manufacturer or the Media Partner.









SCHEDULE 10**Key Personnel**

Name	Job Title	Contact Details
[REDACTED]	Partnerships Director, TfL	[REDACTED]
To be confirmed as soon as practicable and in any event by no later than ninety (90) days following the Contract Commencement Date	Head of Partnership, TfL	To be confirmed as soon as practicable and in any event by no later than ninety (90) days following the Contract Commencement Date
To be confirmed as soon as practicable and in any event by no later than ninety (90) days following the Contract Commencement Date	Head of Capex Programme, TfL	To be confirmed as soon as practicable and in any event by no later than ninety (90) days following the Contract Commencement Date
[REDACTED]	TfL Delivery Director	[REDACTED]
To be confirmed as soon as practicable and in any event by no later than ninety (90) days following the Contract Commencement Date	SLNT Coordinator	To be confirmed as soon as practicable and in any event by no later than ninety (90) days following the Contract Commencement Date

SCHEDULE 11

Employment Provisions

1. **Transfer of Employees to Media Partner**

1.1 For the purposes of this **paragraph 1** and **paragraph 2**, unless the context indicates otherwise, the following expressions will have the following meanings:

1.1.1 **"Employment Costs"** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee or worker, taxation (including all income tax deductible under PAYE) and all other emoluments;

1.1.2 **"Employment Liabilities"** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (which, in the case of indemnified claims, will be on a full indemnity basis);

1.1.3 **"Employment Relevant Period"** means the period starting on the earlier of:

1.1.3.1 the date falling six (6) calendar months before the date of expiry of this Agreement; or

1.1.3.2 if this Agreement is terminated by either party in accordance with **clause 39.1** of this Agreement or by the Authority in accordance with **clauses 39.2** and **39.3** of this Agreement, the date of the relevant termination notice,

and ending on the Further Transfer Date;

1.1.4 **"Final Staff List"** has the meaning given to it in **paragraph 2.4**;

1.1.5 **"Further Transfer Date"** means the date on which the performance of the Advertising Activities (or any part of them) cease to be undertaken by the Media Partner and start to be performed by the Authority or any TfL Affiliate or any Incoming Media Partner when (assuming that TUPE applies) the transfer of employment of the Re-Transferring Personnel from the Media Partner to the Authority or any TfL Affiliate or any Incoming Media Partner occurs;

1.1.6 **"Re-Transferring Personnel"** means any Media Partner Personnel who are assigned (for the purposes of TUPE) to the relevant Advertising Activities (or any part of them) immediately before the Further Transfer Date and whose employment contract or engagement (or part thereof) will transfer to the Authority, any TfL Affiliate or the Incoming Media Partner pursuant to TUPE with effect from the Further Transfer Date;

1.1.7 **"Staffing Information"** has the meaning given to it in **paragraph 2.1**;

1.1.8 **"Staff List"** has the meaning given to it in **paragraph 2.1.1**;

1.1.9 **"Sub-Contractor"** means any subcontractor to the Outgoing Media Partner(s), the Media Partner, the Authority, any TfL Affiliate or the Incoming Media Partner as the context dictates which is engaged in the performance of the Advertising Activities or any part of them (or activities similar to the performance of the Advertising Activities or any part of them) and includes the sub-contractor(s) of any such sub-contractors;

1.1.10 **"Transfer of Services"** means the transfer of the performance of activities substantially similar to the Advertising Activities from the Outgoing Media

Partner and any Sub-Contractor(s) to the Media Partner and any Sub-Contractor(s);

- 1.1.11 **"Transferring Staff"** means such employees and workers of the Outgoing Media Partner(s) (and its Sub-Contractors) as are assigned (for the purposes of TUPE) to the Advertising Activities immediately before the Transfer of Services, the identities of whom as at the date of this Agreement are listed in **Appendix 11A** to this **Schedule 11**; and
- 1.1.12 **"TUPE"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- 1.2 It is understood and acknowledged by the parties that TUPE applies to the Transfer of Services and accordingly, pursuant to TUPE, the contracts of employment or engagement (or any relevant part thereof) between the Outgoing Media Partner and any Sub-Contractor and the Transferring Staff will have effect on and from the Advertising Commencement Date as if originally made between the Media Partner (or its Sub-Contractor(s)) and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of **paragraph 1.3**).
- 1.3 The Media Partner will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Advertising Commencement Date.
- 1.4 The parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:
- 1.4.1 the Outgoing Media Partner(s) will be responsible for any Employment Costs relating to the period up to the Advertising Commencement Date; and
- 1.4.2 the Media Partner will be responsible for any Employment Costs relation to the period on and after the Advertising Commencement Date (provided that if any contract of employment or engagement transfers in part, this will only apply to the Employment Costs relating to the transferred part),
- and Employment Costs will if necessary be apportioned on a time basis between the Outgoing Media Partner(s) and the Media Partner, regardless of when such sums fall to be paid.
- 1.5 The Authority warrants to the Media Partner that none of the Authority's employees or workers will transfer to the Media Partner under TUPE as a result of the Transfer of Services.
- 1.6 The Media Partner will indemnify and keep indemnified the Authority and the Outgoing Media Partner(s) (and its Sub-Contractors) from and against all Employment Liabilities which the Authority or the Outgoing Media Partner(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:
- 1.6.1 any act or omission by or on behalf of the Media Partner (or its Sub-Contractors) in respect of any person employed or engaged by it (or its Sub-Contractors) (including the Transferring Staff) on or after the Advertising Commencement Date;
- 1.6.2 any failure by the Media Partner (or its Sub-Contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services;
- 1.6.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Media Partner (or its Sub-Contractors) before the Advertising Commencement Date;

- 1.6.4 the employment or engagement or termination of employment or engagement by the Media Partner (or its Sub-Contractors) of any Transferring Staff on or after the Advertising Commencement Date;
- 1.6.5 any actual or proposed changes by the Media Partner (or its Sub-Contractors) to the terms and conditions of employment or engagement or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.

For the avoidance of doubt, the Media Partner (and/or its Sub-Contractors) will have full liability under this **paragraph 1.6** if it is held or alleged that: (a) the contract of employment or engagement at the point immediately prior to the Advertising Commencement Date of any of the Transferring Staff does not transfer in its entirety to the Media Partner (and/or its Sub-Contractors), and/or (b) liability for any such contract of employment or engagement of any such Transferring Staff does not transfer in its entirety to the Media Partner (and/or its Sub-Contractors).

- 1.7 The Authority will indemnify the Media Partner (but only to the extent that the Authority has the benefit of an indemnity from the Outgoing Media Partner pursuant to the Authority's contract with the Outgoing Media Partner in respect of the same liability and, notwithstanding anything to the contrary set out in this Agreement, limited to the amount recovered by the Authority under such indemnity) from and against all Employment Liabilities which the Media Partner incurs or suffers arising out of or in connection with:
 - 1.7.1 any act or omission by or on behalf of the Outgoing Media Partner (or its Sub-Contractors) in respect of the Transferring Staff prior to the Advertising Commencement Date;
 - 1.7.2 any failure by the Outgoing Media Partner (or its Sub-Contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services (except to the extent that such failure arises from a failure by the Media Partner (or its Sub-Contractors) to comply with Regulation 13 of TUPE);
 - 1.7.3 any claim or demand by HM Revenue and Customs or any other statutory authority in respect of any financial obligation including PAYE and national insurance contributions in relation to any Transferring Staff to the extent that such claim or demand relates to the period before the Advertising Commencement Date.

- 1.8 The Media Partner will provide the Outgoing Media Partner(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Advertising Commencement Date with all information which the Outgoing Media Partner (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority.

- 1.9 The Media Partner warrants and undertakes to the Authority that all information given to the Outgoing Media Partner(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.

- 1.10 The benefits conferred on the Outgoing Media Partner or its Sub-Contractors under this **paragraph 1** will be enforceable by them in accordance with **clause 73**.

2. **Transfer of Employees on Expiry or Termination**

- 2.1 The Media Partner will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than twice in any twelve (12) month period) and not more than seven (7) days after the date of any notice to terminate this Agreement given by either party, the following information to the Authority:
 - 2.1.1 an anonymised or pseudonymised list of current Media Partner Personnel and employees and workers of its Sub-Contractors engaged in the Advertising Activities (each identified as such in the list) (the "**Staff List**");

- 2.1.2 such of the information specified in **Appendix 11B** to this **Schedule 11** as is requested by the Authority in respect of each individual included on the Staff List;
- 2.1.3 in the situation where notice to terminate this Agreement has been given, an anonymised or pseudonymised list of any persons who are materially engaged or have been materially engaged during the preceding six (6) months in the performance of the Advertising Activities, whom the Media Partner considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Media Partner thinks such persons will not transfer, such information together being the "**Staffing Information**".
- 2.2 The Media Partner will notify the Authority as soon as practicable and in any event within five (5) days of the Media Partner becoming aware of any additional or new Staffing Information and any changes to any Staffing Information already provided.
- 2.3 The Media Partner warrants to the Authority and any Incoming Media Partner that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.
- 2.4 Subject to **paragraph 2.5**, the Media Partner will provide the Authority and any Incoming Media Partner with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than twenty-eight (28) days before the Further Transfer Date.
- 2.5 If this Agreement is terminated by either party in accordance with **clause 39.1** of this Agreement or by the Authority in accordance with **clauses 39.2** and **39.3** of this Agreement, then the Final Staff List will be provided by the Media Partner to the Authority as soon as practicable and no later than fourteen (14) days after the date of termination of this Agreement.
- 2.6 The Media Partner warrants that as at the Further Transfer Date:
 - 2.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
 - 2.6.2 the Final Staff List will identify all Re-Transferring Personnel; and
 - 2.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority and any Incoming Media Partner.
- 2.7 During the Employment Relevant Period, the Media Partner will not and will procure that its Sub-Contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
 - 2.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
 - 2.7.2 deploy or assign any other person to perform the Advertising Activities who is not included on the most recent Staff List other than temporarily and in the ordinary course of business;
 - 2.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
 - 2.7.4 materially alter the numbers of employees performing the Advertising Activities; or

- 2.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment or engagement) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- 2.8 The Media Partner will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the Employment Relevant Period regardless of when such notice takes effect.
- 2.9 The Media Partner agrees that the Authority will be permitted to disclose any information provided to it under this **paragraph 2** in anonymised or pseudonymised form to any person who has been invited to tender for the performance of the Advertising Activities (or similar activities) and to any third party engaged by the Authority to review the performance of the Advertising Activities and to any Incoming Media Partner.
- 2.10 If TUPE applies on the expiry or termination of this Agreement, on the termination or variation of any exercise of the Advertising Rights or the Advertising Activities or any part thereof, or on the appointment of an Incoming Media Partner, the following will apply:
- 2.10.1 The contracts of employment or engagement of the Re-Transferring Personnel (or relevant parts thereof) will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Incoming Media Partner (or its Sub-Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).
- 2.10.2 During the Employment Relevant Period the Media Partner will:
- 2.10.2.1 provide the Authority or Incoming Media Partner (as appropriate) with access to such employment and payroll records as the Authority or Incoming Media Partner (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment or engagement of the Re-Transferring Personnel to the Authority or Incoming Media Partner (as appropriate);
- 2.10.2.2 allow the Authority or Incoming Media Partner (as appropriate) to have copies of any of those employment and payroll records;
- 2.10.2.3 provide all original employment or engagement records relating to the Re-Transferring Personnel to the Authority or Incoming Media Partner (as appropriate) when required in order to facilitate the transfer; and
- 2.10.2.4 co-operate with the Authority and any Incoming Media Partner in the orderly management of the transfer of employment or engagement of the Re-Transferring Personnel which may include:
- (a) re-allocating the time spent on the Advertising Activities by any person on the Staff List, in each case before the Further Transfer Date (so that they are or are not (as required by the Authority and/or Incoming Media Partner) then Re-Transferring Personnel), where the role of any such person would otherwise become fragmented between two (or more) employers on the Further Transfer Date and, the parties agree (each acting reasonably) that, such fragmentation would not be workable and/or would result, or would be deemed by such relevant person on the Staff List to result, in the worsening of working conditions of that person or adversely impact upon the protection afforded to that person by TUPE; and

- (b) permitting the Authority or Incoming Media Partner upon reasonable request to consult with the Re-Transferring Personnel or their representatives before the Further Transfer Date in relation to measures connected to the transfer of their employment or engagement (or any part thereof).

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Media Partner will procure such Sub-Contractors provide the Authority or Incoming Media Partner (as appropriate) with the same level of access, information and cooperation.

2.10.3 The Media Partner warrants to each of the Authority and the Incoming Media Partner that as at the Further Transfer Date no Re-Transferring Personnel (except where the Media Partner has notified the Authority and the Incoming Media Partner (if appointed) in writing to the contrary) to the Media Partner's knowledge:

- 2.10.3.1 is under notice of termination;
- 2.10.3.2 is on long-term sick leave;
- 2.10.3.3 is on maternity, parental or adoption leave;
- 2.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;
- 2.10.3.5 is entitled or subject to any additional terms and conditions of employment or engagement other than those disclosed to the Authority or Incoming Media Partner (as appropriate);
- 2.10.3.6 is or has been within the previous two (2) years the subject of formal disciplinary proceedings;
- 2.10.3.7 has received a written warning (other than a warning that has lapsed);
- 2.10.3.8 has taken or been the subject of a grievance procedure within the previous two (2) years; or
- 2.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to their or her employment or engagement (or part thereof) transferring to the Authority or Incoming Media Partner (as appropriate) under TUPE.

2.10.4 The Media Partner undertakes to each of the Authority and any Incoming Media Partner that it will (and will procure that its Sub-Contractors will):

- 2.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment or engagement of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;
- 2.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Media Partner or any Sub-Contractor which fall due in the period up to the Further Transfer Date;
- 2.10.4.3 pay to the Authority or the Incoming Media Partner (as appropriate) within seven (7) days of the Further Transfer Date any apportioned sum in respect of Employment Costs as set out in **paragraph 2.10.5**; and

- 2.10.4.4 comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Incoming Media Partner (as appropriate) such information as the Authority or Incoming Media Partner may request in order to verify such compliance.
- 2.10.5 The parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:
- 2.10.5.1 the Media Partner will be responsible for any Employment Costs relating to the period up to the Further Transfer Date;
- 2.10.5.2 the Authority or (where appointed) any Incoming Media Partner will be responsible for the Employment Costs relating to the period on and after the Further Transfer Date (provided that if any contract of employment or engagement transfers in part, this will only apply to the Employment Costs relating to the transferred part),
- and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid).
- 2.10.6 The Media Partner will indemnify and keep indemnified each of the Authority and any Incoming Media Partner from and against all Employment Liabilities which the Authority or the Incoming Media Partner incurs or suffers arising directly or indirectly out of or in connection with:
- 2.10.6.1 any failure by the Media Partner to comply with its obligations under this **paragraph 2.10**;
- 2.10.6.2 any act or omission (whether alleged or actual) by or on behalf of the Media Partner (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;
- 2.10.6.3 any failure by the Media Partner (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Incoming Media Partner to comply with Regulation 13 of TUPE);
- 2.10.6.4 any claim or demand by HM Revenue and Customs or any other statutory authority in respect of any financial obligation including PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period on and from the Advertising Commencement Date to the Further Transfer Date;
- 2.10.6.5 any claim or demand or other action taken against the Authority or any Incoming Media Partner by any person employed or engaged by the Media Partner (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Incoming Media Partner has inherited any liability from the Media Partner (or its Sub-Contractors) in respect of them by virtue of TUPE; and
- 2.10.6.6 any claim or demand or other action taken against the Authority or any Incoming Media Partner by any Re-Transferring Personnel who continues to be employed or engaged in part by the Media Partner after the Further Transfer Date and which arises directly or indirectly out of or in connection with that retained employment or engagement or its termination.

For the avoidance of doubt, the Media Partner will have full liability under this **paragraph 2.10.6** if it is held or alleged that: (a) the contract of employment

or engagement as at immediately prior to the Further Transfer Date of any of the Re-Transferring Personnel does not transfer in its entirety to the Authority and/or any Incoming Media Partner (and/or its/their Sub-Contractors), and/or (b) liability for any such contract of employment or engagement of any such Re-Transferring Personnel does not transfer in its entirety to the Authority and/or any Incoming Media Partner (and/or its/their Sub-Contractors).

- 2.11 The Authority will indemnify and keep indemnified the Media Partner from and against all Employment Liabilities which the Media Partner incurs or suffers arising out of or in connection with:
- 2.11.1 any act or omission by or on behalf of the Authority in respect of any person employed or engaged by it (including the Re-Transferring Personnel) on or after the Further Transfer Date;
 - 2.11.2 any failure by the Authority to comply with Regulation 13 of TUPE in relation to the Re-Transferring Personnel;
 - 2.11.3 any claim brought or other action taken by or on behalf of any of the Re-Transferring Personnel which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Re-Transferring Personnel by the Authority before the Further Transfer Date;
 - 2.11.4 the employment or termination of employment by the Authority of any Re-Transferring Personnel on or after the Further Transfer Date;
 - 2.11.5 any actual or proposed changes by the Authority to the terms and conditions of employment or working conditions of any of the Re-Transferring Personnel on or after the Further Transfer Date which are or are alleged to be to the material detriment of any of the Re-Transferring Personnel,

and the Authority will use reasonable endeavours to procure that any Incoming Media Partner will provide an equivalent indemnity to the Media Partner wherein any reference to "the Authority" in this **paragraph 2.11** will be replaced by a reference to "the Incoming Media Partner".

- 2.12 If TUPE does not apply on the expiry or termination of this Agreement, the Media Partner will remain responsible for the Media Partner Personnel and will indemnify and keep indemnified the Authority and the Incoming Media Partner against all Employment Liabilities which the Authority or the Incoming Media Partner incurs or suffers arising directly or indirectly out of or in connection with the employment or engagement or its termination of any of the Media Partner Personnel or former Media Partner Personnel.
- 2.13 The Media Partner will procure that whenever the Authority so requires on reasonable notice at any time during the Term and for two (2) years following the Termination Date the Authority will be given reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:
- 2.13.1 is still an employee or sub-contractor of the Media Partner or any of the Media Partner's associated companies; and
 - 2.13.2 was at any time employed or engaged by the Media Partner in order to perform the Advertising Activities to the Authority under this Agreement,
- and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Media Partner or its employees or Sub-Contractors on such consultation. The Media Partner will use all reasonable endeavours to procure that such persons co-operate with the Authority's requests.
- 2.14 The benefits conferred on the Incoming Media Partner under this **paragraph 2** will be enforceable by them in accordance with **clause 73**.

- 2.15 For the purposes of this **paragraph 2**, any reference to the Authority will also include any other TfL Affiliates to which any Re-Transferring Personnel or costs or liability relating thereto does or is alleged to transfer under TUPE. For the avoidance of doubt, any such TfL Affiliates will be able to enforce the terms of this **paragraph 2** in accordance with **clause 73**.

Appendix 11A

List of Transferring Staff

Not Used.

Appendix 11B

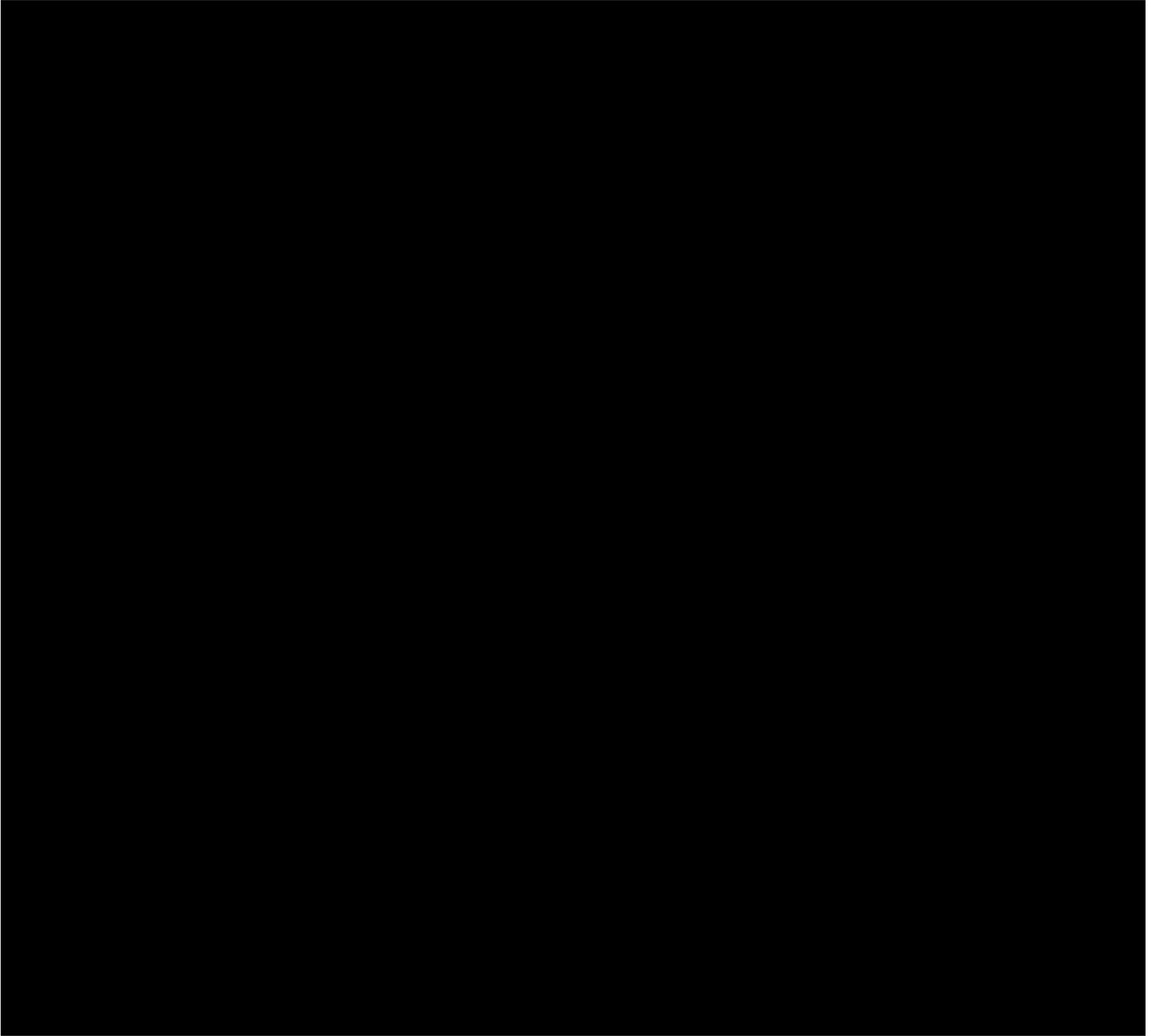
Information to be provided in respect of those on the Staff List

1. Amount of time spent on the exercise of the Advertising Rights or performance of the Advertising Activities (or any part thereof specified by the Authority)
2. Organisational chart and such other information about the organisation of the workforce involved in the Advertising Rights and Advertising Activities (and any part thereof) as the Authority may require
3. Age
4. Role Title/Designation and Role Profile
5. Annual Salary £
6. Bonus and Commission Amount and Frequency
7. Pay Frequency and Date
8. Overtime - Contractual or Non-Contractual and Rates
9. Contractual Working Hours
10. Contract Type - Permanent/Temporary
11. Geographical Area of Work/Location
12. Commencement of Employment Date
13. Continuous Service Date
14. Car Allowance
15. Pension Contributions
 - 15.1 Employer
 - 15.2 Employee
 - 15.3 Including additional information on:
 - 15.3.1 who were originally employees of the Authority or any TfL Affiliate;
 - 15.3.2 who were members of (or eligible to become members of) the TfL Pension Fund/ The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme;
 - 15.3.3 whose employment transferred from the Authority or a TfL Affiliate to the Outgoing Media Partner (or its predecessor) under TUPE; and
 - 15.3.4 who were entitled to broadly comparable benefits under the Outgoing Media Partner's Scheme
16. Details of the relevant employee representative body or bodies and relevant collective agreements
17. Date of Annual Pay Award
18. Annual Leave Entitlement
19. Contractual Notice Period
20. Public Holiday/Concessionary Days Entitlement
21. Sickness Entitlement (in twelve (12) month rolling period)
22. Salary/wage increases pending
23. Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
24. Details of any other benefits provided, whether contractual or non-contractual
25. Copy of employment contract or applicable standard terms and employee handbook
26. Any loans or educational grants

27. For those employees who are foreign nationals the country of citizenship, immigration status and all documentation required by law to demonstrate a right to work in the United Kingdom
28. Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
29. Information about any tribunal claims in the immediately preceding two (2) years or whether there are reasonable grounds to believe a claim may be brought
30. Department and place on organisation chart
31. Average absence due to sickness
32. Training and competency records

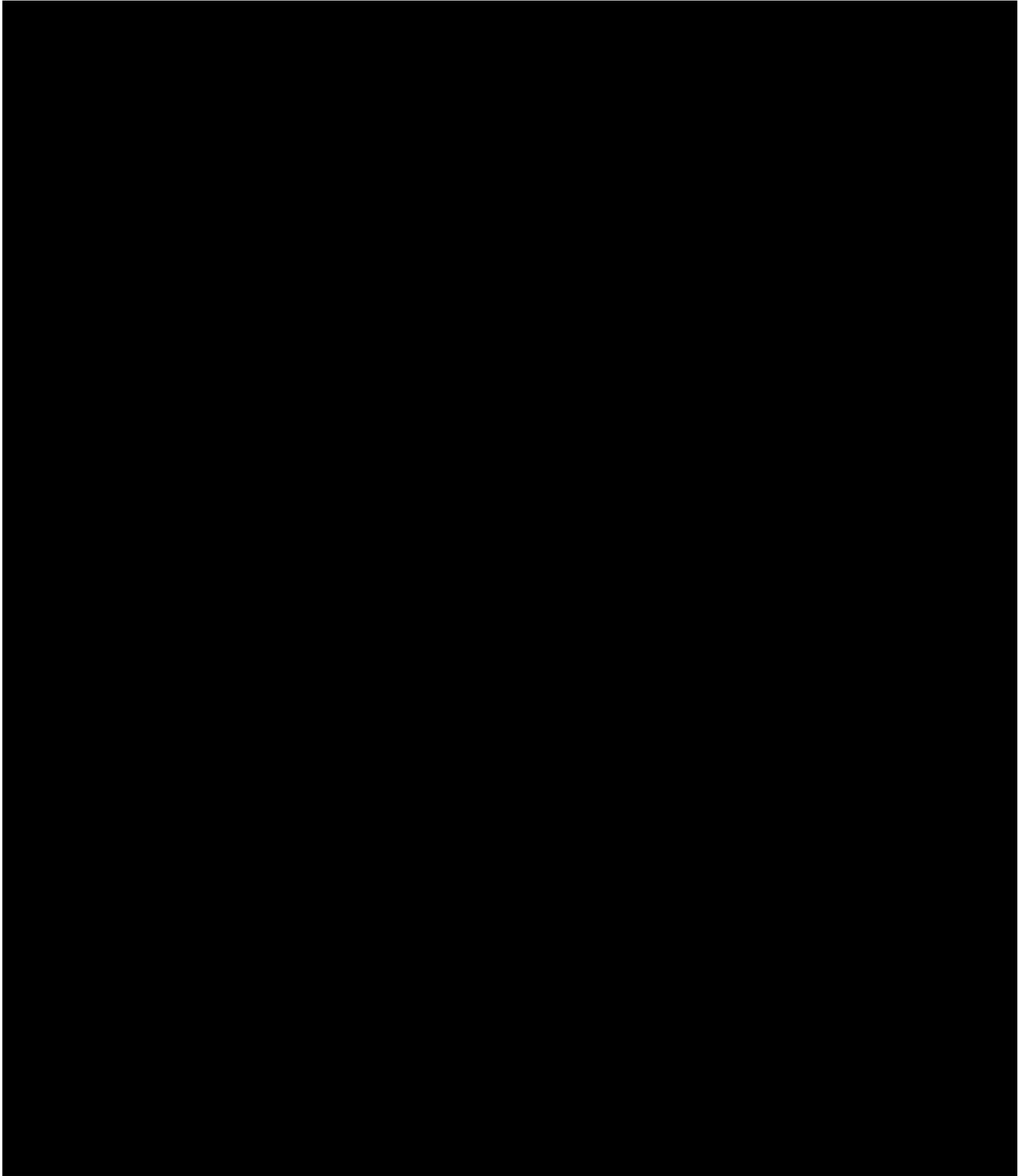
SCHEDULE 12

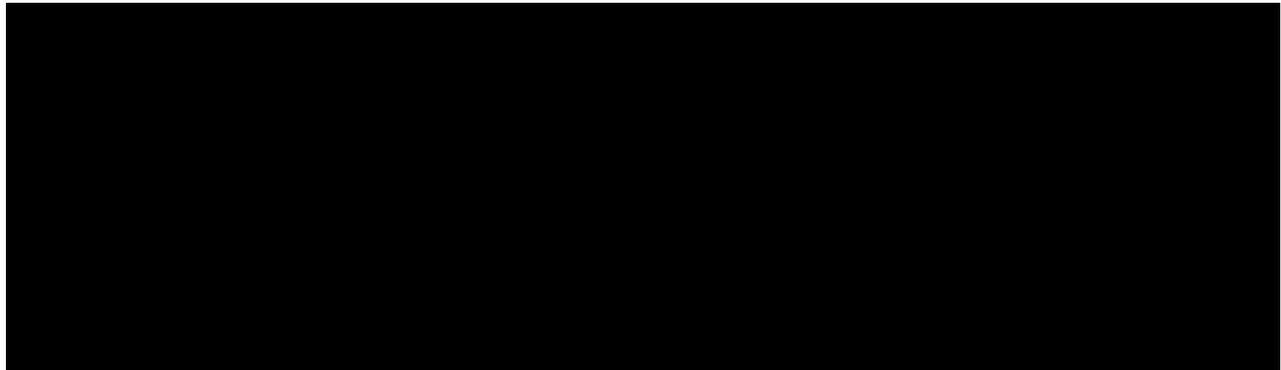
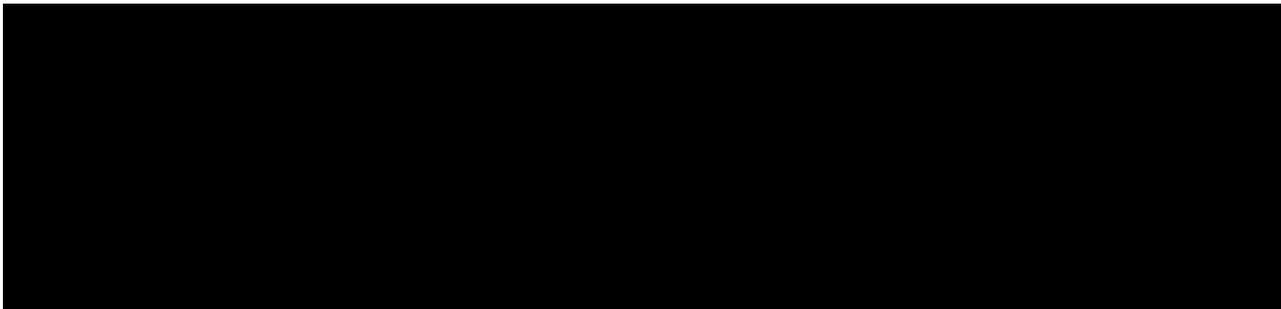
Storage Facilities

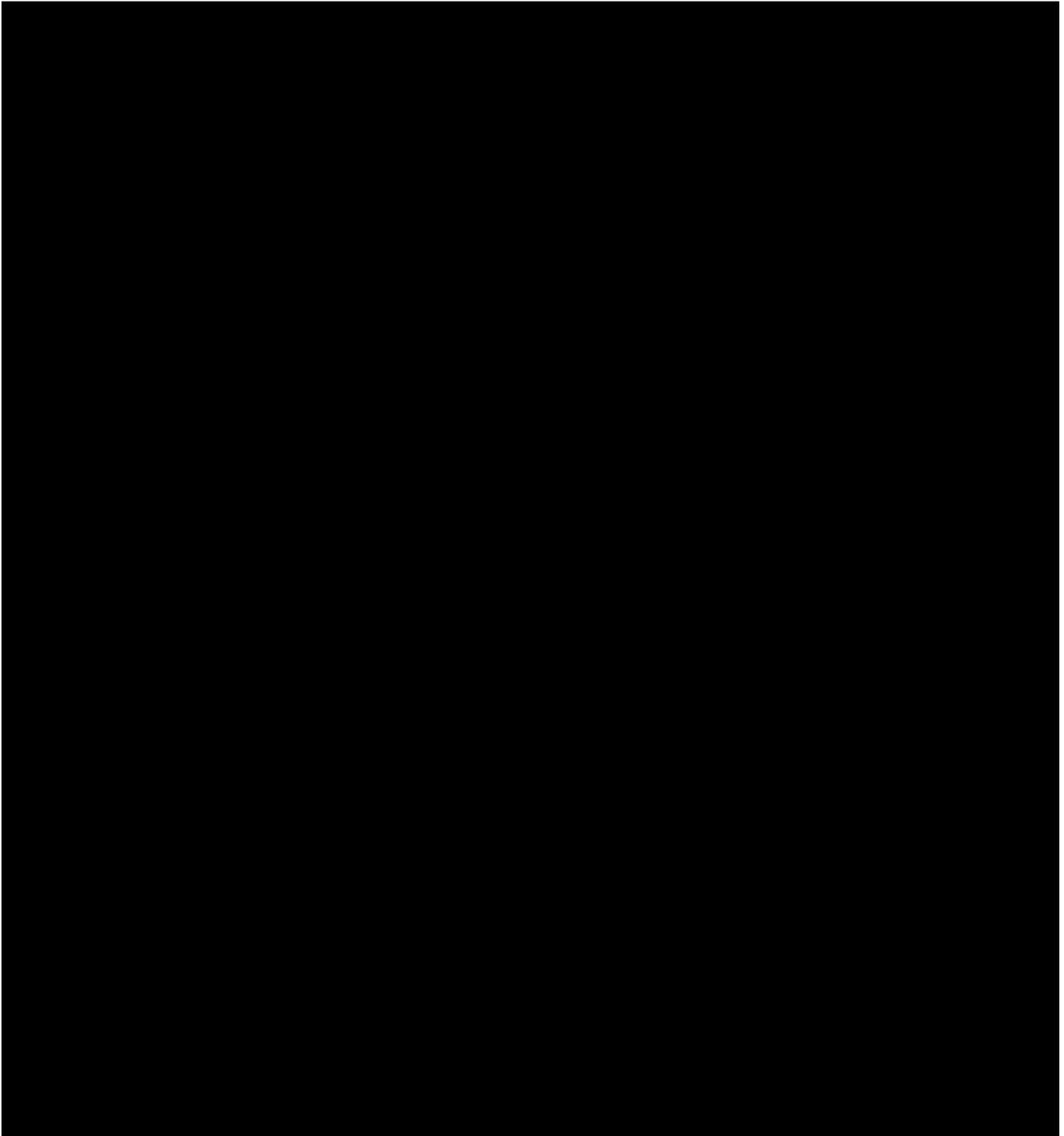


SCHEDULE 13

Approved Sub-Contractors







SCHEDULE 14

Form of Sub-Contractor Warranty

THIS DEED is made on

BETWEEN

- (1) **TRANSPORT TRADING LIMITED** (Company registration number 03914810) whose registered office is at 5 Endeavour Square, London, United Kingdom E20 1JN (the "**Authority**"); and
- (2) [] a company registered in England and Wales under number [] and having its registered office at [] (the "**Sub-contractor**").

WHEREAS

- (A) The Authority has entered into an Advertising Partnering Agreement dated [] (the "**Contract**") with [] (the "**Media Partner**") in relation to advertising activities (the "**Activities**"); and
- (B) By a contract dated [] (the "**Sub-contract**") the Media Partner appointed the Sub-contractor to [insert description of works and/or services or consultancy] (the "**Sub-contract Activities**").

IN THIS DEED, it is agreed that:

1. Without prejudice to any other warranties expressed in the Sub-contract or implied by law, the Sub-contractor warrants and undertakes to the Authority that:
 - 1.1 it will provide the Sub-contract Activities in a good and workmanlike manner in accordance with the Contract;
 - 1.2 the Sub-contract Activities:
 - 1.2.1 will be carried out with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type, and complexity to the Sub-contract Activities;
 - 1.2.2 will be provided using materials and goods which are of sound and satisfactory design and quality and in accordance with the standards referred to in the Contract;
 - 1.2.3 will be provided in a safe manner and free from any unreasonable or avoidable risk to the health and well-being of persons using, operating or subsequently maintaining any equipment or using any premises referred to in the Contract, or of any other person, and in a safe, economic and efficient manner and free from any unreasonable or avoidable risk of pollution, nuisance, interference or hazard;
 - 1.2.4 will be provided in accordance with the best industry principles and practices in the activity concerned and in accordance with the standards referred to in the Contract;
 - 1.3 it will comply with all the requirements of any Act of Parliament, Statutory Instrument or Order or any other regulation having the force of law or bye-law and all regulatory requirements relevant to the Sub-contractor's and/or the Authority's business from time to time in force which are or may become applicable to the Sub-contract Activities, and it will not exercise its rights or perform its obligations under the Sub-contract in a manner that would cause the Authority to breach any regulatory requirements relevant to the Authority's business from time to time in force which may become applicable to the Sub-contract Activities;

- 1.4 all materials and/or goods supplied under the Sub-contract and any equipment (or any part thereof) designed or replaced by the Sub-contractor will be new and will in all respects be fit for the purposes for which such is intended (awareness of which purposes the Sub-contractor acknowledges) and in particular but without limitation will be capable of operation as part of any system referred to in the Contract or Sub-contract and be so fit at least for the Contract period and will have a rate of deterioration no more than is reasonably to be expected of high quality, reliable, well designed and engineered, materials and goods;
- 1.5 it has complied and will continue to comply with the terms of, and will regularly and diligently carry out, its obligations under the Sub-contract;
- 1.6 it will procure that any sub-contractor engaged by it who undertakes any part of the Sub-contract Activities will enter into warranties in favour of the Authority in terms identical (save as to the parties) to those set out in this Deed, insofar as the terms contained in this Deed are relevant to the scope of such sub-contractor responsibility;
- 1.7 the obligations contained in this Deed will apply to the Sub-contractor's agents, employees and suppliers, provided that the Sub-contractor will have no greater liability to the Authority hereunder than it would have had if in lieu of this Deed the Authority had been a party to the Sub-contract as joint employer but provided further that the Sub-contractor will not be entitled to set-off or deduct from any sums payable to the Authority under this Deed any sums due or claimed as due by the Sub-contractor from the Media Partner;
- 1.8 [it will comply with the Construction (Design and Management) Regulations 2015 (the "CDM Regulations") or any replacement or amendment of them. Without limitation, it acknowledges its appointment by the Authority as "principal designer" and "principal contractor" under the CDM Regulations and any regulations, rules or orders made under the same (the "Duties") and accepts responsibility for such roles;]
- 1.9 [it will perform the Duties with the relevant skills, knowledge and experience necessary to fulfil the Duties in a manner that secures the health and safety of any person affected by the project;]
- 1.10 [it will cooperate with any other person/entity working on the Estate (as defined in the Contract) to the extent necessary to enable any person with a duty or function under the CDM Regulations to fulfil that duty or function; and]
- 1.11 [it will provide all documentation and assurances to the Authority as the Authority will reasonably require to satisfy itself that the Sub-contractor is performing the Duties to the relevant standard.]
2. Each warranty referred to in **clause 1** will be construed as a separate warranty and will not be limited or restricted by reference to, or reference from, the terms of any other warranty or any term of the Sub-contract.
3. The Sub-contractor will (at its own expense) upon request by the Authority prove to the Authority's reasonable satisfaction that the goods, materials and workmanship comply with the standards required by the Contract.
4. The Sub-contractor will, save insofar as it is delayed by any event in respect of which the Media Partner is granted an extension of time under the Contract for completion of the Activities:
 - 4.1 execute, complete and maintain the Sub-contract Activities in accordance with the provisions of the Sub-contract; and
 - 4.2 ensure that the Media Partner will not become entitled to any extension of time for completion of the Activities or to claim an additional payment under the Contract due to any failure or delay by the Sub-contractor.
5. The Sub-contractor will from time to time supply the Authority and the Media Partner with such information as either may reasonably require.

6. Where the copyright in any drawings, designs, specifications, calculations, sketches and other documents ("copyright material") prepared by the Sub-contractor in connection with the Sub-contract Activities is the property of the Sub-contractor, the Sub-contractor hereby grants to the Authority a world-wide, perpetual, royalty-free, non-exclusive and irrevocable licence to copy and use such copyright material for any purposes related to the project including the completion, modification, extension, maintenance and reinstatement of the Sub-contract Activities, as well as operating, maintaining, modifying, repairing, configuring, replacing, correcting, extending, interfacing with, integrating with, connecting into and adjusting any equipment provided under the Contract and/or continuing any element of the Sub-contract Activities and the Authority will be entitled to assign such rights (including this Deed) to any nominee or successor and sub-license such rights to any third party.
7. The parties hereby agree that:
 - 7.1 this Deed will be personal to the Sub-contractor who will not be entitled to assign or sub-contract any part of the Sub-contract or this Deed without the prior written consent of the Authority;
 - 7.2 the Authority and assignees may assign the benefit of this Deed to any third party; and
 - 7.3 the rights and remedies contained in this Deed are cumulative and will not exclude any other right or remedy available to either party in law or equity.
8. Nothing in the Sub-contractor's tender or any specification, drawing, programme or other document put forward by or on behalf of the Sub-contractor and no approval, consent, comment, acknowledgement, confirmation or advice at any time given by or on behalf of any person will operate to exclude or limit the Sub-contractor's liability for any breach of its obligations hereunder.
9. Any provisions relating to dispute resolution which are set out in the Contract will be deemed to apply to this Deed as if they were set out herein (*mutatis mutandis*).
10. If any dispute of any kind whatsoever (the "**Dispute**") arises between the parties in connection with this Deed or the Sub-contract Activities which raises issues which are in the opinion of the Authority the same as or substantially the same as issues raised in a related dispute (the "**Related Dispute**") between the Authority and the Media Partner and such Related Dispute has already been referred to an adjudicator or a mediator appointed under provisions to that effect contained in the Contract, then the Sub-contractor hereby agrees that the Authority may, at its discretion, by giving notice in writing to the Sub-contractor, refer the Dispute to the adjudicator or mediator (as applicable) appointed to determine the Related Dispute. In this event such conciliator will have power to give such directions for the determination of the Dispute and the Related Dispute as they may think fit and to make such awards as may be necessary in the same way as if the procedure of the High Court as to joining one or more defendants or joint co-defendants or third parties was available to the parties and to them.
11. Both the Authority and the Sub-contractor acknowledge that in entering into this Deed they are not relying upon any representation, warranty, or assurance made or given by the other party or any other person, whether or not in writing at any time prior to the execution of the Contract which is not expressly set out herein provided that nothing in this **clause 11** excludes any liability which one party would otherwise have in respect of any statement it has made fraudulently to the other party.
12. Step-In
 - 12.1 The Sub-contractor will not exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated or repudiated the Sub-contract or its employment under it or discontinue or suspend the performance of any duties or obligations under the Sub-contract, without first giving to the Authority (with a copy to the Media Partner) not less than twenty-eight (28) days' prior written notice specifying the Sub-contractor's grounds for terminating or treating as terminated or repudiated the Sub-contract or its employment under it or discontinuing or suspending its performance of the Sub-contract and stating the amount (if any) of monies outstanding under the Sub-contract (the "**Contract Termination Notice**").

- 12.2 The Authority may, within eight (8) calendar days of the Contract Termination Notice, give written notice to the Sub-contractor (with a copy to the Media Partner) expressly confirming its intention to comply with **clause 12.3** and become the employer under the Sub-contract to the exclusion of the Media Partner (the "**Step In Notice**").
- 12.3 Provided that the Authority has given the Step In Notice and the Media Partner has failed to remedy the breach specified in the Contract Termination Notice, then from expiry of the Contract Termination Notice (the "**Step In Commencement**") the Authority will become the employer under the Sub-contract to the exclusion of the Media Partner and will become responsible for all sums properly payable to the Sub-contractor under the Sub-contract and for the observance and performance of all of the other duties and obligations on the part of the Media Partner to be observed and performed under the Sub-contract accruing due after the service of the Contract Termination Notice, but the Authority will in paying such sums be entitled to the same rights of set-off and deduction as would have applied to the Media Partner under the Sub-contract.
- 12.4 Notwithstanding anything contained in this Deed and notwithstanding any payments which may be made by the Authority to the Sub-contractor the Authority will not be under any obligation to the Sub-contractor nor will the Sub-contractor have any claim or cause of action against the Authority unless and until the Step In Commencement.
- 12.5 The Sub-contractor further covenants with the Authority that from the Step In Commencement it will accept the instructions of the Authority to the exclusion of the Media Partner in respect of the Sub-contract Activities upon the terms and conditions of the Sub-contract. The Authority will then become the employer under the Sub-contract to the exclusion of the Media Partner, and the Sub-contractor will, if so requested, enter into a novation agreement in order to substitute the Authority for the Media Partner under the Sub-contract.
- 12.6 Where the Sub-contractor has given rights in relation to the Sub-contract similar to those contained in this **clause 12** to any other person then if both the Authority and any such other person serve notice under **clause 12.1** or **clause 12.3** or its equivalent the notice served by the Authority will prevail.
- 12.7 The Authority may by written notice to the Sub-contractor appoint another person to exercise its rights under this **clause 12** subject to the Authority remaining liable to the Sub-contractor as guarantor for its appointee in respect of its obligations under this Deed.
- 12.8 Notwithstanding the other provisions of this **clause 12**, if the Sub-contract has for any reason been terminated prior to receipt by the Sub-contractor of a Step In Notice, the Sub-contractor will on receipt of any such notice from the Authority enter into a new sub-contract with the Authority on the same terms as the Sub-contract to continue the Sub-contract Activities in all respects as if the Sub-contract had been transferred to the Authority in accordance with the provisions of this **clause 12**.
13. The Sub-contractor by this Deed covenants with the Authority that it has effected professional indemnity insurance with reputable insurers carrying on business in the United Kingdom or European Union with a limit of indemnity of not less than £[figures] ([words] million pounds) for any one occurrence or series of occurrences arising out of any one event, in relation to the Sub-contract Activities provided always that:
- 13.1 such insurance will be in place from the date of commencement of the Sub-contract Activities until no less than twelve (12) years after completion of the Sub-contract Activities; and
- 13.2 if such insurance is not available to the Sub-contractor (and/or sub-contractors specialising in the fields in which the Sub-contractor specialises) at commercially reasonable rates and terms (excluding any increase in premiums attributable to the actions, omissions, fs or defaults of the Sub-contractor), the Sub-contractor and the Authority will meet and the Sub-contractor will outline the steps it intends to take to manage such risks. If the steps proposed by the Sub-contractor are not reasonably acceptable to the Authority, the parties will agree an alternative method of managing such risk.

- 13.3 On request the Sub-contractor will provide the Authority with reasonable evidence that the policies referred to in this **clause 13** are in full force and effect and that the relevant premium has been paid.
- 14. Any notice to be given to either party hereunder will be deemed to be duly given if it is delivered by hand or sent by registered post or recorded delivery:
 - 14.1 in the case of the Authority, to the Authority’s address for notices as set out in the Contract; and
 - 14.2 in the case of the Sub-contractor, to: []
 and any such notices will be deemed to be received two (2) working days after being posted, if sent by registered post or recorded delivery, or immediately, if delivered by hand.
- 15. It is agreed that nothing in this Deed will negate or diminish any duty or obligation owed to the Authority by the Sub-contractor.
- 16. This Deed will be governed by and construed according to laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.
- 17. Subject to **clause 17.1** below, any person who is not a party to this Deed will not have any benefit from or any rights under this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.
 - 17.1 Any TfL Affiliate (as such term is defined in the Contract) will have the right to enforce any provision contained in this Deed against the Sub-contractor.
 - 17.2 Notwithstanding **clause 17.1** above, the parties are entitled to waive or vary any term of this Deed or rescind this Deed (if applicable) without the consent of any TfL Affiliate (as such term is defined in the Contract).

This document is executed as a deed and delivered on the date stated at the beginning of this document

Executed as a Deed by)
 [Sub-contractor]) Director
 acting by a Director and the)
 Secretary or two Directors)

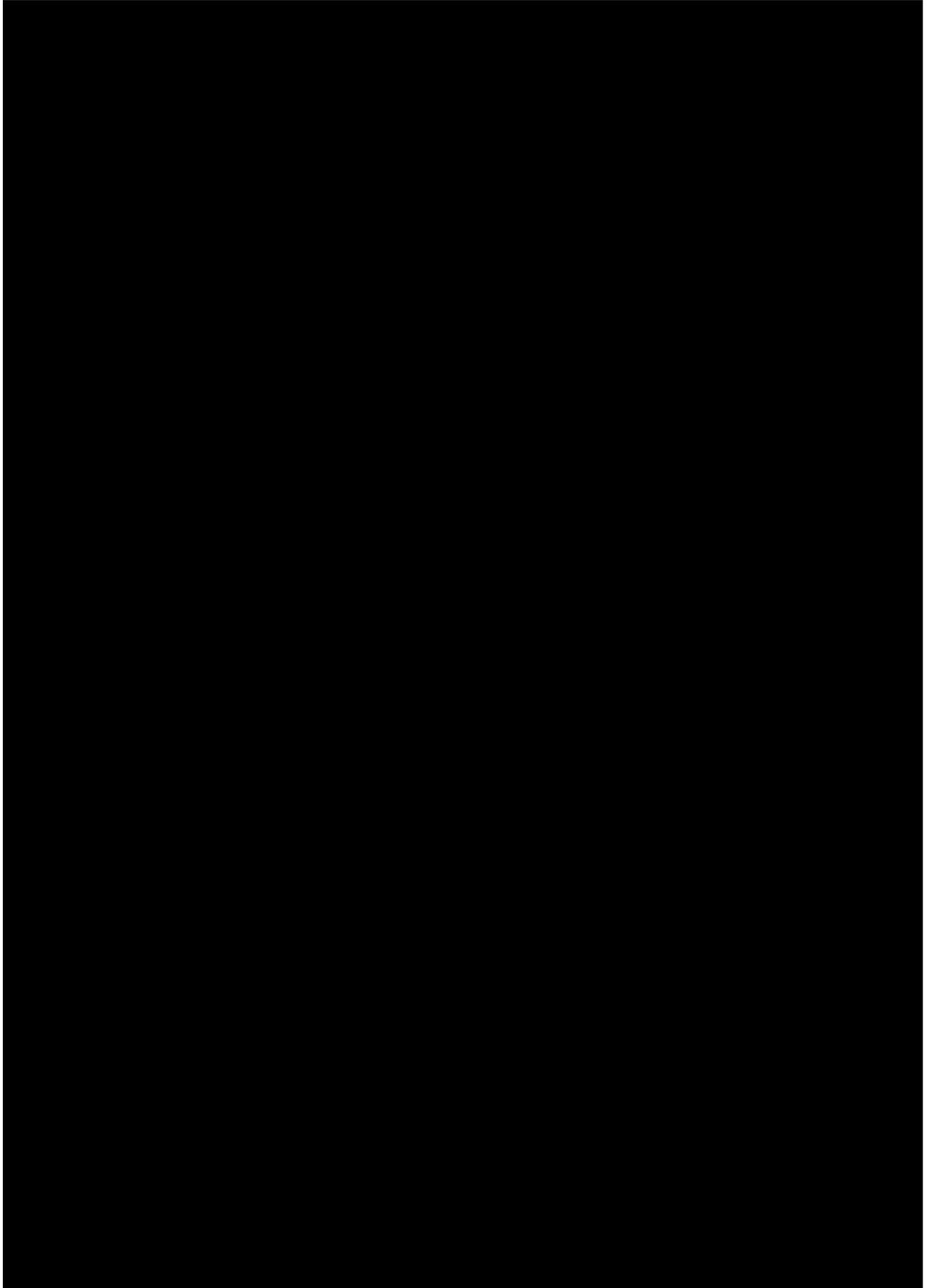
 Director/Secretary

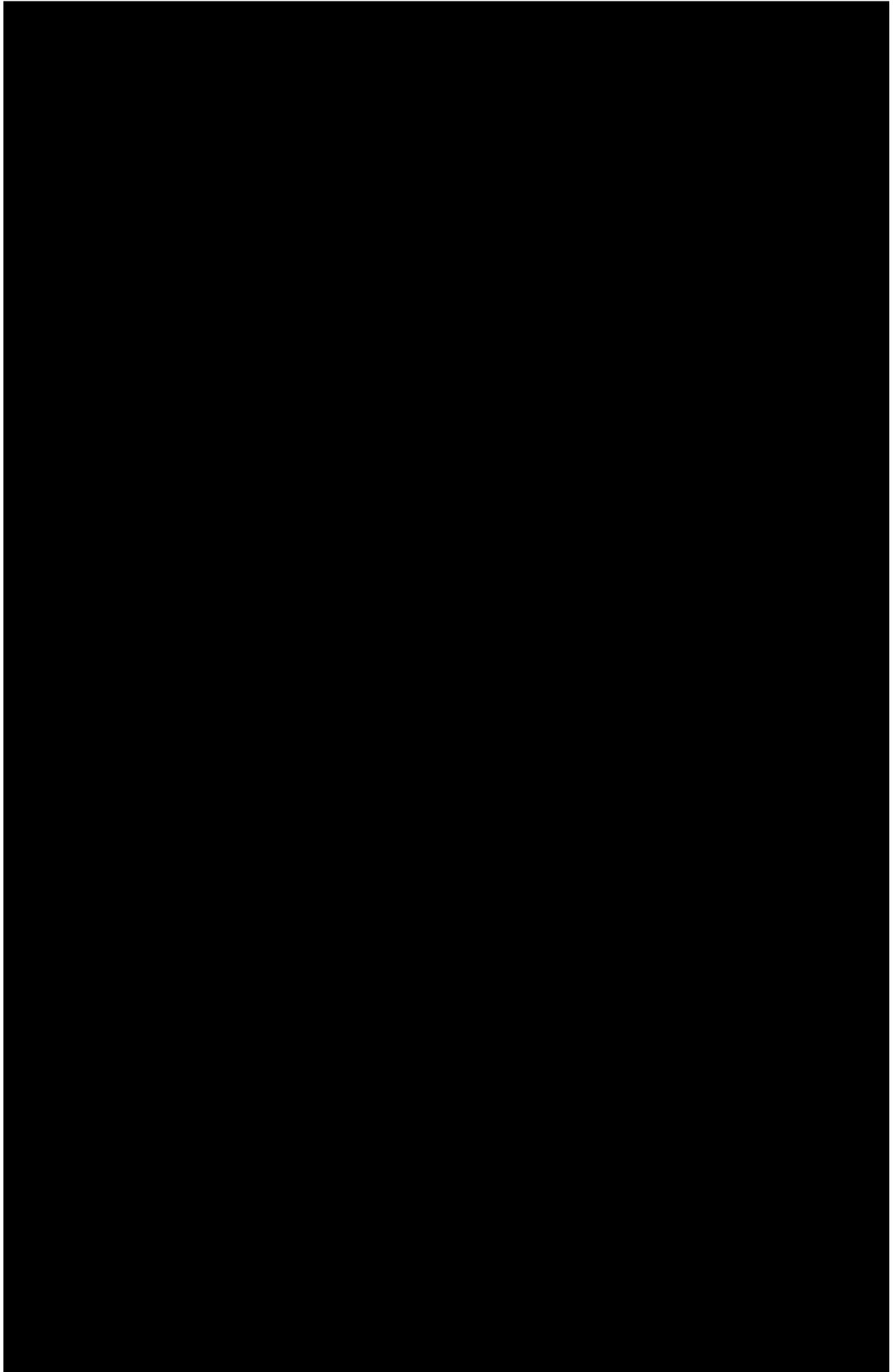
Executed as a Deed by)
 affixing the common seal of)
Transport Trading Limited)
 in the presence of)

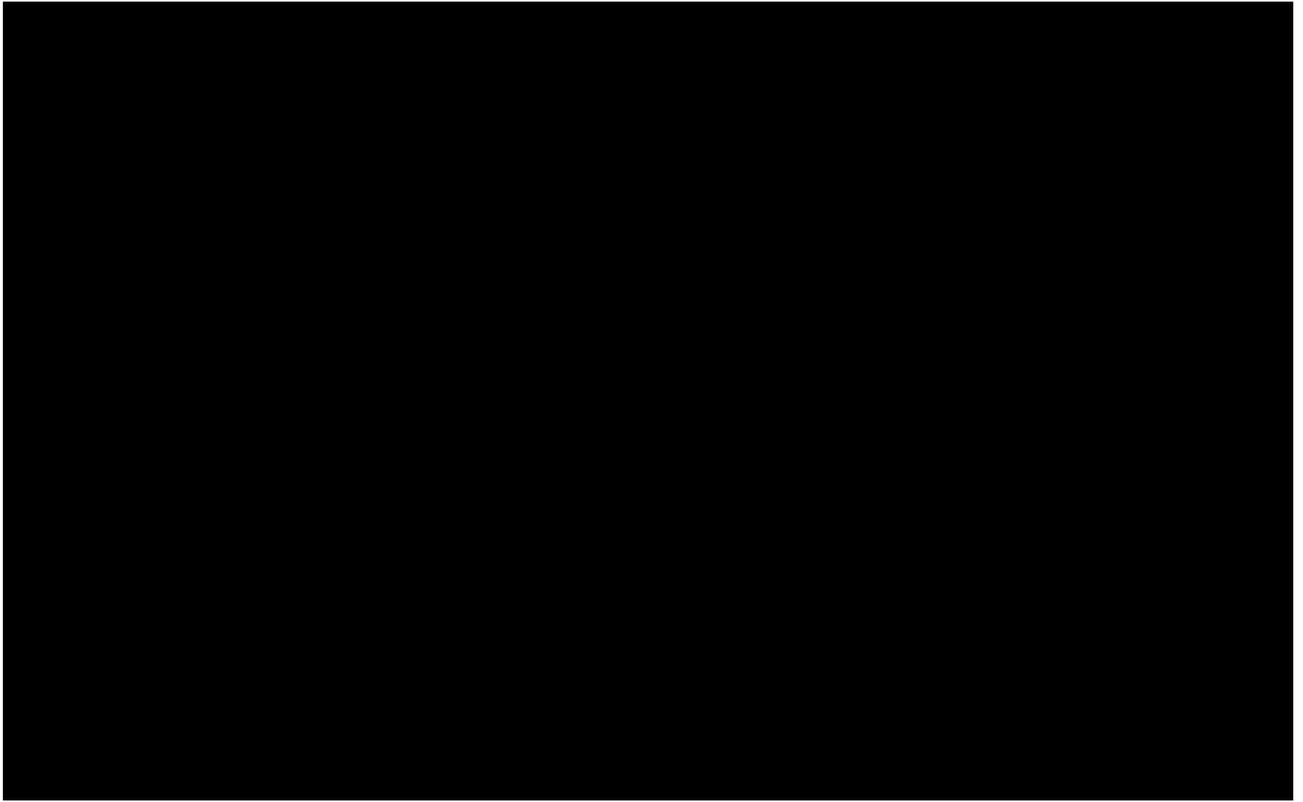
 Authorised Signatory

SCHEDULE 15

Media Partner's Reserved Information







SCHEDULE 16

Calculation of the Post-Termination Amount

1. Interpretation

For the purposes of this **Schedule 16**:

- 1.1 **"Commercial Client Insolvency Event"** means a Commercial Client becomes Insolvent;
- 1.2 **"Credit"** means any credit properly payable to a Commercial Client in respect of Ordered and Fulfilled Advertising under the terms of the relevant Post-Termination Advertising Contract in respect of a period of non-display of the Commercial Client's Advertisements;
- 1.3 **"Discount"** means any discount for prompt payment or any other discount to which a Commercial Client is properly entitled in respect of Ordered and Fulfilled Advertising under the terms of the relevant Post-Termination Advertising Contract;
- 1.4 **"MP Liabilities"** means any outstanding liabilities of the Media Partner under and in accordance with the Post-Termination Advertising Contracts incurred up to and including the Termination Date, less the applicable Discounts and Provisions for Bad Debts;
- 1.5 **"MP Revenue Share"** means the amount of Gross Revenue retained by the Media Partner after the deduction of the Fees and all costs, expenditure and third party payments;
- 1.6 **"Ordered and Fulfilled Advertising"** means Advertisements ordered by the relevant Commercial Client on or before the Termination Date in accordance with any Post-Termination Advertising Contract and fulfilled and displayed by the Incoming Media Partner in the period between the Termination Date and the date falling twenty-eight (28) days after the Termination Date;
- 1.7 **"Post-Termination Advertising Contracts"** means such of those Third Party Contracts as are assigned or novated to an Incoming Media Partner in accordance with **clause 42.2.4** as relate to Advertising on the Advertising Estate;
- 1.8 **"Provisions for Bad Debts"** means provisions for bad debts in respect of Ordered and Fulfilled Advertising arising from any Commercial Client Insolvency Event or failure to pay;
- 1.9 **"Statement of the Post-Termination Amount"** means the statement to be prepared in accordance with **paragraph 3** of this **Schedule 16**;
- 1.10 MP Revenue Share will be apportioned on a daily basis over the periods of display of the Advertisements to which it is attributable; and
- 1.11 any Credit will be apportioned on a daily basis over the period of non-display of the Advertisements to which it is attributable.

2. Draft Statement of the Post-Termination Amount

- 2.1 The Media Partner will prepare, or will procure that its accountants prepare, a draft of a Statement of the Post-Termination Amount in accordance with **paragraph 3** of this **Schedule 16**. The Media Partner will submit such draft to the Authority within thirty (30) days of the Termination Date and:
 - 2.1.1 within twenty-eight (28) days after receipt of the draft Statement of the Post-Termination Amount, the Authority will notify the Media Partner in writing as to whether it accepts the draft Statement of the Post-Termination Amount or specifying the matters (if any) set out in the draft which it does not accept;
 - 2.1.2 at the expiration of the period referred to in **paragraph 2.1.1**:

2.1.2.1 if the Authority has notified the Media Partner that it accepts the draft Statement of the Post-Termination Amount in full, the draft Statement of the Post-Termination Amount will be final and binding on the parties and the Media Partner will calculate the Post-Termination Amount in accordance with **paragraph 4** on the basis of the amounts set out in the draft Statement of the Post-Termination Amount and will be entitled to invoice the Authority for such amount; or

2.1.2.2 if the Authority has notified the Media Partner that it does not accept any of the matters set out in the draft Statement of the Post-Termination Amount, the parties' Contract Managers will use all reasonable endeavours to reach agreement upon the matter(s) in dispute within fourteen (14) days of the Authority notifying the Media Partner that it disputes such matter(s). Failing any resolution by the Contract Managers, the dispute will be subject to **clause 75.3** and will be referred directly to the Senior Personnel of each of the parties as described in **paragraph 2** of **Schedule 17**. Following the resolution of the dispute, the Media Partner will make such adjustments to the draft Statement of the Post-Termination Amount as are necessary, and the draft as so adjusted, will be final and binding on the parties. The Media Partner will re-calculate the Post-Termination Amount in accordance with **paragraph 4** on the basis of the Statement of the Post-Termination Amount as adjusted hereunder and will be entitled to invoice the Authority for such amount;

2.1.3 within fourteen (14) days of receipt of the Media Partner's invoice in accordance with **paragraph 2.1.2** the Authority will pay to the Media Partner an amount equivalent to the Post-Termination Amount as calculated under **paragraph 2.1.2**.

3. **Statement of the Post-Termination Amount**

The Statement of the Post-Termination Amount will set out the following calculations in respect of the Post-Termination Advertising Contracts (or each of them as applicable) and all details of the computations used in calculating each amount:

- 3.1 the total MP Revenue Share attributable to Ordered and Fulfilled Advertising under the Post-Termination Advertising Contracts after the Termination Date ("**A**");
- 3.2 an estimate of the amount of Credits which may become payable after the Termination Date in respect of periods of non-display of Advertisements under the Post-Termination Advertising Contracts after the Termination Date ("**B**");
- 3.3 an estimate of the amount of Provisions for Bad Debts which ought properly to be made after the Termination Date in respect of periods of display of Advertisements under the Post-Termination Advertising Contracts after the Termination Date ("**C**");
- 3.4 an estimate of the amount of Discounts to which Commercial Clients may become entitled after the Termination Date in respect of periods of display of Advertisements under the Post-Termination Advertising Contracts after the Termination Date ("**D**"); and
- 3.5 an estimate of the amount of MP Liabilities under the Post-Termination Advertising Contracts ("**E**").

4. **Calculation of Post-Termination Amount**

The Post-Termination Amount will be calculated as:

$$((A - (B + C + D)) \times 0.25) - E$$

SCHEDULE 17

Dispute Resolution

1. The Authority and the Media Partner will use all reasonable endeavours to negotiate in good faith and settle any dispute that arises out of or in connection with this Agreement (including in relation to any non-contractual obligations) ("**Dispute**"). However, notwithstanding any other provision of this schedule, where the Dispute concerns "construction operations" as defined in Section 105 the Housing Grants, Construction and Regeneration Act 1996 (as amended) either party may refer that Dispute to adjudication at any time and the provisions herein related to the conduct of adjudications generally will not apply to such an adjudication but instead the Scheme for Construction Contracts will apply (subject to the amendments set out in **Appendix 17B** hereto).
2. If the Dispute is not settled through discussion between the parties' Contract Managers within a period of thirty (30) 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.
3. If the Dispute is not resolved within thirty (30) Business Days of referral to the Senior Personnel, either party may propose by notice to the other party (the "**Mediation Notice**") that a structured mediation or negotiation be entered into with the assistance of a mediator.
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 Mediation Notice, either party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator will be divided equally between the parties or as the parties may otherwise agree in writing.
5. Where a Dispute is referred to mediation under **paragraph 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.
6. If the parties reach agreement on the resolution of the Dispute, such agreement will be recorded in writing and once signed by the parties' authorised representatives, will be final and binding on the parties.
7. Where the Dispute does not relate to "construction operations" as defined in Section 105 the Housing Grants, Construction and Regeneration Act 1996 (as amended), 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 Mediation Notice either party may give written notice to the other party requiring reference of the Dispute to an Adjudicator in accordance with **paragraph 8** of this **Schedule 17** ("**Notice of Adjudication**").
8. **Adjudication**
 - 8.1 Every Notice of Adjudication will contain:
 - 8.1.1 a statement indicating under which clause or clauses of this Agreement the Dispute arises; and
 - 8.1.2 a concise summary of the nature and background of the Dispute and the issues arising and a statement of the relief or remedy claimed.
 - 8.2 Should either party give a Notice of Adjudication, immediately thereafter the parties will endeavour to agree an independent adjudicator ("**Adjudicator**") who is suitably qualified and experienced in the field that relates to the nature of the Dispute and who, to the parties' knowledge, is willing to accept the reference of the Dispute referred to in the Notice of Adjudication. In the event of the parties failing to jointly appoint a person willing and suitable to act as Adjudicator within fourteen (14) days of the Notice of Adjudication, either party may apply to the President or Vice-President or other duly authorised officer of the

London Court of International Arbitration ("**Nominating Authority**") to appoint an Adjudicator.

8.3 The terms of remuneration of the Adjudicator will be agreed by the parties and the Adjudicator as soon as is reasonably practicable after the Notice of Adjudication is given. If either party (but not both parties) rejects the terms of the remuneration of the Adjudicator, the same will be settled (and binding upon the parties) by agreement between the Nominating Authority and the Adjudicator (provided that the level of the Adjudicator's fees will not exceed the level originally proposed to the parties by the Adjudicator). If both parties reject the terms of remuneration proposed by an Adjudicator, another person will be appointed as an Adjudicator in accordance with **paragraph 8.2**.

8.4 If:

8.4.1 a subsequent Notice of Adjudication ("**Second Notice of Adjudication**") is given within fourteen (14) days of the first Notice of Adjudication ("**First Notice of Adjudication**") being given; and

8.4.2 the Second Notice of Adjudication relates to any of the same or similar issues raised by the First Notice of Adjudication; and

8.4.3 no written submission has been made pursuant to the **Appendix 17A** of this **Schedule 17** in respect of the First Notice of Adjudication,

then the Second Notice of adjudication will be referred to the Adjudicator appointed (or to be appointed) under the First Notice of Adjudication. In this event, the Adjudicator will conduct the references in respect of the First Notice of Adjudication and the Second Notice of Adjudication at the same time and any decision given by the Adjudicator in respect of those Notices of Adjudication will be made in accordance with **paragraph 8.7**.

8.5 The parties may jointly terminate the Adjudicator's appointment at any time. In such a case or if the Adjudicator fails to give notice of their decision within the period referred to in **paragraph 8.7** and the parties do not jointly extend the time for their decision to be made or if at any time the Adjudicator declines to act or is unable to act as a result of their death, disability, resignation or otherwise, a person will be appointed to replace the Adjudicator ("**Replacement Adjudicator**") in accordance with the provisions of **paragraph 8.2**. In the event the parties fail to jointly appoint a person willing and suitable to act as Replacement Adjudicator within fourteen (14) days, either party may apply to the Nominating Authority to appoint a Replacement Adjudicator. Provided that where the Adjudicator has failed to give notice of their decision within the period referred to in **paragraph 8.7** or any extended time jointly agreed by the parties and either party has commenced court proceedings pursuant to **paragraph 9**, no Replacement Adjudicator will be appointed in accordance with this **paragraph 8.5** and the Dispute will be determined by the court in accordance with **paragraph 9**.

8.6 As soon as reasonably practicable following receipt of the Notice of Appointment (as defined in **paragraph 1** of **Appendix 17A** hereto) of the Adjudicator, any party who gave a Notice of Adjudication will send to the Adjudicator:

8.6.1 a copy of the Notice of Adjudication (or, if applicable, the Notices of Adjudication); and

8.6.2 a copy of this Agreement.

8.7 The Adjudicator will:

8.7.1 conduct the reference in accordance with **Appendix 17A** hereto and no later than the 42nd day after the sending of written confirmation to the parties of the appointment of the Adjudicator pursuant to **Appendix 17A** hereto ("**Date of Appointment**") (or where more than one Dispute is referred to the Adjudicator, no later than the 42nd day after receipt by him of the latest Notice of Adjudication, if later), the Adjudicator will give written notice of their decision (including in relation to the costs and fees of the adjudication and their remuneration and expenses) to the parties; and

- 8.7.2 act as expert and not as arbitrator and the Adjudicator's decision will be final and binding upon the parties and the Adjudicator unless and until as hereinafter provided the Dispute is finally determined by the court pursuant to **paragraph 9** or by agreement.
- 8.8 Notice of the Adjudicator's decision (stating that it is given under **paragraph 8.7**) will include a summary of the Adjudicator's findings and, if agreed by the parties, a statement of the reasons for their decision.
- 8.9 The parties will, to the extent that the Adjudicator's decision is compatible with any safety review procedures to which they are bound, give effect forthwith to the Adjudicator's decision in every respect unless and until as hereinafter provided the decision of the Adjudicator is revised by the court pursuant to **paragraph 9**. Either party may apply to any appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge will be regarded and treated as a Dispute for the purposes of **paragraphs 1 to 6** of this **Schedule 17**.
- 8.10 Although a decision of an Adjudicator will be final and binding pursuant to **paragraph 8.7.2** and the parties will give effect to the Adjudicator's decision pursuant to **paragraph 8.9**, if any decision of the Adjudicator will be revised by the court pursuant to **paragraph 9**, a party will be deemed not to have committed a breach of this Agreement by reason of having acted in accordance with the Adjudicator's decision.
- 8.11 In any case where the Adjudicator is appointed as a replacement pursuant to **paragraph 8.5**, the parties will each send to the Replacement Adjudicator, as soon as reasonably practicable, copies of all documents supplied by them to the Adjudicator they replace. The reference will continue as if there had been no change of Adjudicator.
- 8.12 Subject to any agreement of the parties, the Adjudicator will allocate the costs and fees of the adjudication as between the parties. Unless the parties otherwise agree, the Adjudicator will award such costs and fees on the general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in relation to the whole or part of the costs or fees, including having regard to the conduct of the parties in the adjudication. The parties agree to be bound by the Adjudicator's allocation of costs and fees and will pay such costs and fees in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by the court pursuant to **paragraph 9**.
- 8.13 Subject to any agreement of the parties, the Adjudicator will allocate payment of their remuneration and expenses between the parties. Unless the parties otherwise agree, the Adjudicator will award the payment of their remuneration and expenses on the general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in relation to the whole or part of their remuneration or expenses including having regard to the conduct of the parties in the Adjudication. The parties agree to be bound by the Adjudicator's allocation of payment of their remuneration and expenses and will pay such remuneration and expenses in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by the court pursuant to **paragraph 9**.
- 8.14 If the terms of the Adjudicator's appointment provide for the payment of their remuneration and expenses before giving notice of their decision to the parties pursuant to **paragraph 8.7**, the parties will pay such remuneration and expenses in equal amounts, and will make adjustment payments between themselves following any direction made by the Adjudicator pursuant to **paragraph 8.13**.
9. **Courts**
- 9.1 If either party is dissatisfied with the Adjudicator's decision in relation to a Dispute, it may, on or before the 42nd day after the day on which it received notice of such decision, commence court proceedings for the determination of the Dispute.

- 9.2 If the Adjudicator fails to give notice of their decision on or before the 42nd day after the Date of Appointment (or where more than one Dispute is referred to the Adjudicator no later than the 42nd day after receipt by him of the latest Notice of Adjudication, if later) (or any later day which the parties may have jointly agreed with the Adjudicator pursuant to **paragraph 8.5**), then either party, on or before the 42nd day after the day on which the said period of forty-two (42) days has expired (or the 42nd day after any such later day which the parties will have jointly agreed pursuant to **paragraph 8.5**) may commence court proceedings for determination of the Dispute.
- 9.3 In relation to any proceedings commenced pursuant to **paragraph 9.1** or **paragraph 9.2**:
- 9.3.1 neither party will be limited in the proceedings before the court to the evidence or arguments put before the Adjudicator;
- 9.3.2 the Adjudicator will not be called as a witness nor required to give evidence before the court on any matter whatsoever; and
- 9.3.3 either party may request the court to set aside or revise a direction by the Adjudicator in respect of payment by the parties of the costs or fees of the adjudication and/or payment of the remuneration and expenses of the Adjudicator.
10. For the avoidance of doubt, the Media Partner will continue to perform any obligations under this Agreement in accordance with the terms of this Agreement and without delay or disruption while the Dispute is being resolved pursuant to this **Schedule 17**.
11. Neither party will 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 **Schedule 17** and this **Schedule 17** will not apply in respect of any circumstances where such remedies are sought.

Appendix 17A Adjudication Procedure

1. Forthwith upon the agreement or determination of their terms of remuneration, the Adjudicator will notify the parties in writing (post, email or facsimile) of their appointment ("**Notice of Appointment**") and the postal address, the email address and the facsimile, if any, at which notices or other communications should be addressed to them.
2. All notices, written submissions and any other written communications between the parties and the Adjudicator will either be delivered by hand, sent by email, sent by facsimile or sent by first class pre-paid post or recorded delivery and will in each case be copied simultaneously (delivered or sent as aforesaid) to the other party. Copies by way of confirmation of all communications by email or facsimile between the parties and the Adjudicator will also be sent by first class post not later than the Business Day next following the date of the original facsimile transmission.
3. Within seven (7) days of receipt of the Notice of Appointment (or where more than one Dispute is referred to the Adjudicator, within seven (7) days of receipt of the latest Notice of Adjudication, if later) each party may make one written submission to the Adjudicator and within seven (7) days from the date of receipt of any written submission of the other party may make a written response to the other party's submission. To the extent practicable, the parties will endeavour to restrict the length of their submissions to fifty (50) single sided pages of single spaced text. Any submission made by either party will contain copies of all documents on which that party wishes to rely (or a list of such documents if they are already in the possession of the other party). All written submissions and written responses will either be delivered by hand, sent by email or sent by facsimile or post in accordance with **paragraph 2** within the relevant periods referred to in this **paragraph 3**. The Adjudicator will consider such written submissions and written responses as may be made by the parties pursuant to this **paragraph 3**.
4. The Adjudicator will inform the parties not less than seven (7) days before the date when they expect to give written notice of their decision to them and, at least three (3) days before such date, each party will be entitled to make one written submission to the Adjudicator in relation to the costs and fees of the adjudication and their remuneration and expenses. Any such submission made by any party will contain copies of all documents on which that party wishes to rely. Any such submission will either be delivered by hand or sent by facsimile or post in accordance with **paragraph 2** within the relevant period referred to in this **paragraph 4**. The Adjudicator will consider such submissions as may be made by the parties pursuant to this **paragraph 4**.
5. The Adjudicator may with the consent of the parties seek legal or technical advice from consultants whose appointment by the Adjudicator (including terms of remuneration) is subject to the approval of the parties.
6. The Adjudicator may, in their discretion, but will not be obliged to:
 - 6.1 convene meetings upon reasonable notice to the parties at which such parties and their representatives will be entitled to be present;
 - 6.2 submit lists of questions to the parties to be answered in such meetings or in writing within such reasonable time as they may require;
 - 6.3 require the parties to provide the Adjudicator with such information, access and other facilities as they may reasonably require for the determination of the Dispute;
 - 6.4 otherwise take such action and adopt such procedures as do not conflict with any of the provisions of this Agreement (including **Schedule 17** and this Appendix) and will be reasonable and proper for the just, expeditious and economical determination of the Dispute;
 - 6.5 inspect any part of the Advertising Estate.

7. The Adjudicator will adopt any other procedures (including any variation of the procedures provided for under this Appendix) which may be agreed between the parties for determination of the Dispute.
8. The Adjudicator will act impartially and as an expert (not as an arbitrator) in the conduct of the reference and in reaching their decision.
9. All information of whatever nature provided to the Adjudicator by either party will be copied to the other party or, where copying is not practicable, the other party will be entitled to inspect it.
10. All meetings will be private and, save as expressly provided in this Appendix or as required by Law, the Adjudicator will keep confidential the Dispute, all information of whatever nature provided to them by or on behalf of any party and their decision.

Appendix 17B
Amendments for the Scheme of Construction Contracts

Paragraph	Amendments
7(4)	Add a new paragraph 7(4) "Save where the adjudicator will otherwise direct, the other party will serve on the adjudicator and the referring party within seven (7) days of service of the referral notice, their response to the referral notice to which the provisions of paragraph 7(2) and 7(3) will apply."
13(f)	Delete in line 2 from "provided" to "intention" and insert "subject to notification to the parties and obtaining consent from at least one of them".
22	Delete "if requested by one of the parties to the dispute, the" and insert "The".

SCHEDULE 18**Form of Variation**

Contract Parties: (1) Transport Trading Limited (Company No. 03914810) (the "**Authority**") and
 (2) [INSERT] (Company No. [INSERT]) (the "**Media Partner**")

Contract Number: [to be inserted]

Variation Number: [to be inserted]

Authority Contact: [to be inserted]
 Telephone

Date: [to be inserted]

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to **clause 72** of this Agreement, authority is given for the variation to this Agreement as detailed below. The duplicate copy of this form must be signed by or on behalf of both parties as an acceptance by both parties of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

ACCEPTANCE BY THE MEDIA PARTNER	
Date	Signed Print Name
ACCEPTANCE BY THE AUTHORITY	
Date	Signed Print Name

SCHEDULE 19

Equality, Diversity and Inclusion

1. Definitions

For the purposes of this **Schedule 19**, unless the context indicates otherwise, the following expressions will have the following meanings:

"Agreed SMART Action Plan"	means the SMART action plan agreed or determined in accordance with the provisions of paragraph 3.2
"EDI Policy"	means a written policy setting out how the Media Partner will promote equality, diversity and inclusion
"Good Work Standard"	means the Mayor of London's accreditation to demonstrate fair and inclusive employment practices found at https://www.london.gov.uk/programmes-strategies/business-and-economy/supporting-business/good-work-standard-gws/how-achieve-good-work-standard
"Minimum Records"	means all information relating to the Media Partner's performance of and compliance with this Schedule, by each subcontractor and, where applicable, subject to the provisions of paragraph 3 , indirect subcontractor, of the Media Partner.

2. EDI Policy

From the Contract Commencement Date, the Media Partner will provide the Authority with a copy of its EDI Policy. The Media Partner will keep its EDI Policy under review for the Term and will provide the Authority with any such revised EDI Policy once available.

3. Mayor's Good Work Standard

3.1 Within sixty (60) days of the Contract Commencement Date, the Media Partner will:

3.1.1 undertake and complete the Good Work Standard self-assessment at the following website:

<https://www.london.gov.uk/what-we-do/business-and-economy/supporting-business/what-mayors-good-work-standard#acc-i-54389>; and

3.1.2 submit the results of the self-assessment to the Authority together with a SMART Action Plan outlining the activities the Media Partner proposes to undertake in order to meet the 'Achievement' level of the Good Work Standard.

3.2 By no later than the date falling one (1) year following the Contract Commencement Date the Media Partner will:

3.2.1 having considered any comments or recommendations made by the Authority in respect of the Media Partner's proposed SMART Action Plan, proceed to Panel review and receive final accreditation of the Mayor's Good Work Standard; and

3.2.2 inform the Authority of the date when final accreditation is received.

3.3 The Media Partner will apply for re-accreditation of the Mayor's Good Work Standard by no later than the date falling four (4) years after the initial accreditation is received and will maintain a valid accreditation for the remaining Term.

4. Monitoring and Reporting

- 4.1 For the purposes of this Schedule, “**disabled**”, “**diversity**” and “**SMEs**” have the meanings set out in **Appendix 19A** to this Schedule.
- 4.2 Subject to **paragraph 3**, the Media Partner will use reasonable endeavours to provide the Authority on the date of this Agreement and subsequently every twelve (12) months from that date or such other frequency as the Authority may reasonably request, with the following information:
- 4.2.1 an annual report on performance and compliance with the equality, diversity and inclusion provisions as set out in **paragraph 3**. The annual report should set out:
- 4.2.1.1 the performance of the Media Partner over the past twelve (12) months in relation to the Good Work Standard and Agreed SMART Action Plan;
- 4.2.1.2 employee breakdown: the proportion of its employees engaged in the performance of this Agreement to the extent reasonably possible, the employees of its subcontractors or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of this Agreement who are:
- (a) of non-white British origin or who classify themselves as being non-white British;
- (b) ethnicity breakdown including employees who identify as Black Asian and Minority Ethnic;
- (c) gender representation, including any data where possible on individuals that identify as trans or non-binary;
- (d) from the local community; and/or
- (e) disabled;
- 4.2.1.3 expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:
- (a) Small and Medium Enterprises;
- (b) Black Asian and Minority Ethnic businesses;
- (c) suppliers from other under-represented or protected groups; and/or
- (d) suppliers demonstrating a diverse workforce composition.
- 4.3 Progress and approval (where due) of actions will be monitored via four (4) weekly (or as otherwise agreed) progress meetings with the Authority. The Media Partner will provide a written update prior to the progress meetings and should request additional meetings (if necessary) with the Authority to discuss progress or seek sign-off for completed actions.
- 4.4 The Media Partner will ensure at all times that it complies with the requirements of the Data Protection Laws in the collection and reporting of the information to the Authority pursuant to **paragraph 4.2**.
5. **EDI Audit**
- 5.1 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Media Partner's compliance with this Schedule. The Authority's rights pursuant to this **paragraph 5** will include audit of any and all documents

and records of the Media Partner and Media Partner Personnel, and will include the Minimum Records.

- 5.2 The Media Partner will maintain and retain the Minimum Records for a minimum of six (6) years from the Termination Date. The Media Partner will procure that each of its Media Partner Personnel, will maintain and retain records equivalent to the Media Partner's Minimum Records for a minimum of six (6) years from the Termination Date. The Media Partner will procure that each subcontract between it and its Media Partner Personnel, will contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Media Partner pursuant to this Schedule.
- 5.3 The Authority will use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Media Partner and each subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under this Agreement and each relevant subcontract.
- 5.4 The Media Partner will promptly provide, and procure that its Media Partner Personnel, promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
 - 5.4.1 granting or procuring the grant of access to any premises used in the Media Partner's performance of this Agreement or in its Media Partner Personnel's performance of its subcontract, whether the Media Partner's own premises or otherwise;
 - 5.4.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Media Partner's or the Media Partner Personnel's obligations specified in **paragraph 3**, wherever situated and whether the Media Partner's own equipment or otherwise; and
 - 5.4.3 complying with the Authority's reasonable requests for access to senior personnel engaged in the Media Partner's performance of this Agreement or the relevant subcontractor or indirect subcontractor's performance of its subcontract.

6. **Gender Neutral Language**

For the Term, the Media Partner will endeavour to employ gender-neutral language in all communications relating to this Agreement, including communications with job applicants, employees, apprentices, contractors, customers and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

Appendix 19A Equality, Diversity and Inclusion Definitions

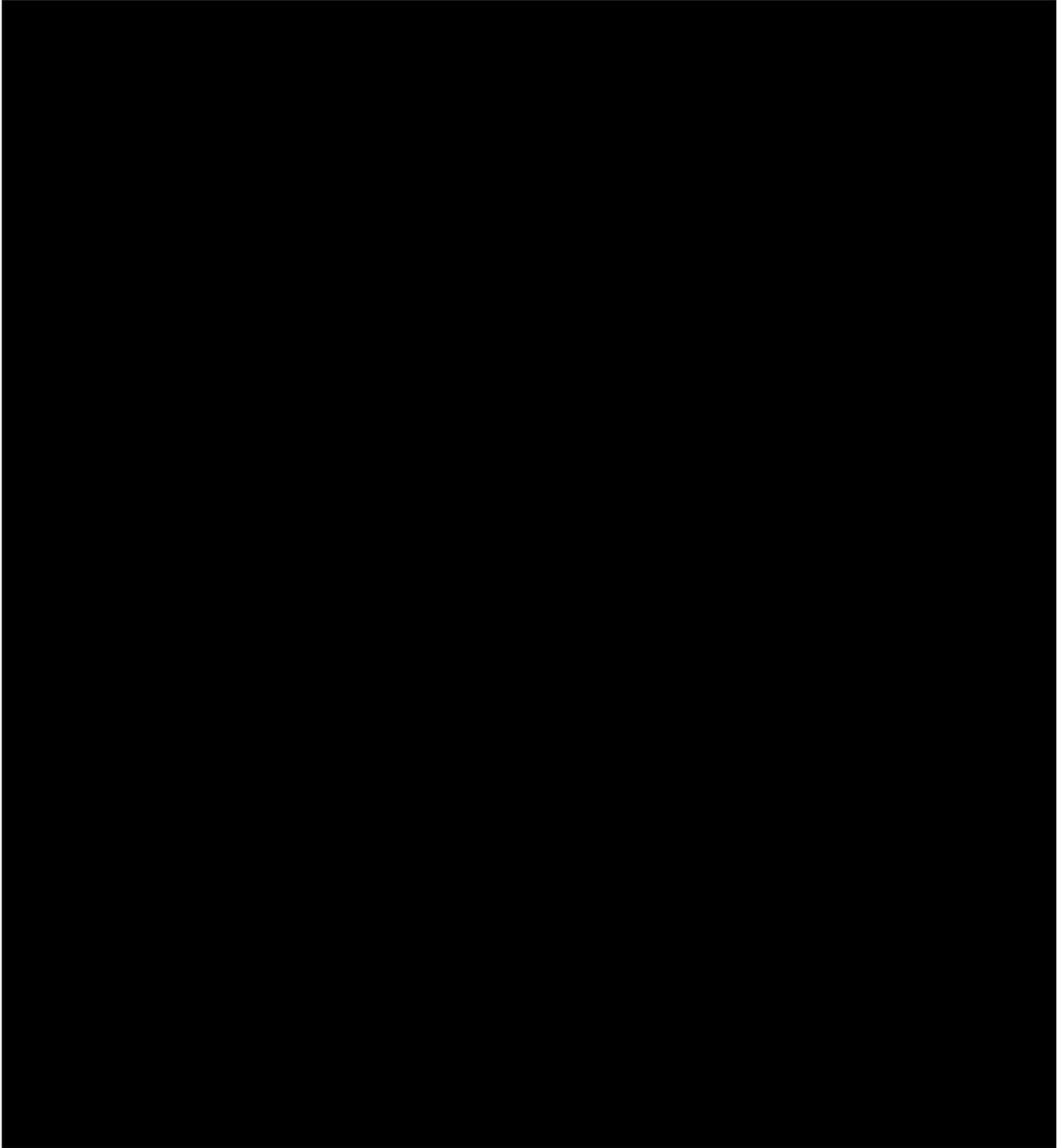
Definitions and terminology	Meaning
Accessibility	This term refers to the design of products, devices, services, or environments that is inclusive of disabled people.
Black Asian and Minority Ethnic	People who identify as Black, Asian or Minority Ethnic ethnicity. Please see definition of "Ethnicity" below.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g. class, family background, political views, union membership etc.
Equality	<p>Recognising and respecting differences, including different needs, to ensure that everyone:</p> <ul style="list-style-type: none"> (a) can live their lives free from discrimination; (b) knows their rights will be protected; and (c) has what they need to succeed in life. <p>Equality is about ensuring equality of opportunity by tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.</p>
Equality Impact Assessments (EqIA)	As a public body, the Authority is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that the Authority has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps the Authority to make more inclusive decisions and to make sure that the Authority's programmes, policies, projects and the way the Authority designs, builds and operates services works well for the Authority staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: country of origin, cultural origins or practice, language, nationality religion, skin colour.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone whose sense of their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).
Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.

Definitions and terminology	Meaning						
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.						
Lesbian	Refers to a woman who has a romantic and/or sexual orientation towards women.						
Non-Binary	An umbrella term for people whose gender identity is not comfortably expressed by the terms 'man' or 'woman'. Non-binary identities are varied and can include people who identify with some aspects of binary identities, while others reject them entirely.						
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.						
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.						
Supplier Diversity	<p>Diverse suppliers are from one of the following five categories:</p> <ol style="list-style-type: none"> 1. Small and Medium Enterprises (SMEs). <p>A small enterprise is a business which has both 0-49 full-time equivalent employees and either:</p> <ol style="list-style-type: none"> (a) turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or (b) balance sheet total of no more than £2.8 million net (£3.36 million gross). <ol style="list-style-type: none"> 2. Medium Enterprises <p>A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;</p> <ol style="list-style-type: none"> (a) turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or (b) balance sheet total of no more than £11.4 million net (or £13.68 million gross). <ol style="list-style-type: none"> 3. A minority-led business is a business which is 51% or more owned by members of one or more Black Asian and Minority Ethnic identifying groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used by the Authority for monitoring purposes are those taken from the census: <table border="1" data-bbox="507 1749 1409 2067"> <thead> <tr> <th data-bbox="507 1749 799 1783">Ethnic group</th> <th data-bbox="799 1749 1409 1783">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="507 1783 799 1973">White</td> <td data-bbox="799 1783 1409 1973"> <ul style="list-style-type: none"> • English, Welsh, Scottish, Northern Irish or British • Irish • Gypsy or Irish Traveller • Roma • Any other White background </td> </tr> <tr> <td data-bbox="507 1973 799 2067">Mixed or multiple ethnic groups</td> <td data-bbox="799 1973 1409 2067">White & Black Caribbean White & Black African White & Asian</td> </tr> </tbody> </table>	Ethnic group	Description	White	<ul style="list-style-type: none"> • English, Welsh, Scottish, Northern Irish or British • Irish • Gypsy or Irish Traveller • Roma • Any other White background 	Mixed or multiple ethnic groups	White & Black Caribbean White & Black African White & Asian
Ethnic group	Description						
White	<ul style="list-style-type: none"> • English, Welsh, Scottish, Northern Irish or British • Irish • Gypsy or Irish Traveller • Roma • Any other White background 						
Mixed or multiple ethnic groups	White & Black Caribbean White & Black African White & Asian						

Definitions and terminology	Meaning	
		Any other Mixed or multiple ethnic background
	Asian or Asian British	Indian Pakistani Bangladeshi Chinese Any other Asian background
	Black or Black British	Caribbean African Any other Black, Black British, or Caribbean background
	Other Ethnic Group	Arab Any other ethnic group
	<p>4. A supplier from an under-represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):</p> <ul style="list-style-type: none"> • women; • disabled people; • lesbians, gay men, bisexual people; • trans people; • older people (aged 60 or over); and • younger people (aged 24 or under). <p>5. A supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups or alternatively, ownership by a social enterprise or a voluntary/community organisation).</p> <p>6. Suppliers demonstrating a diverse workforce composition are those with full time equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above.</p>	
Trans or transgender	Current terminology for people who do not identify as the sex they were assigned at birth.	
Young adults, children and young people	<p>Young adults are people aged 16 to 24, whether in education or employment.</p> <p>Children and young people can be further subdivided into:</p> <p>(a) Young children – those that use the transport network escorted by parents or carers.</p> <p>(b) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.</p>	

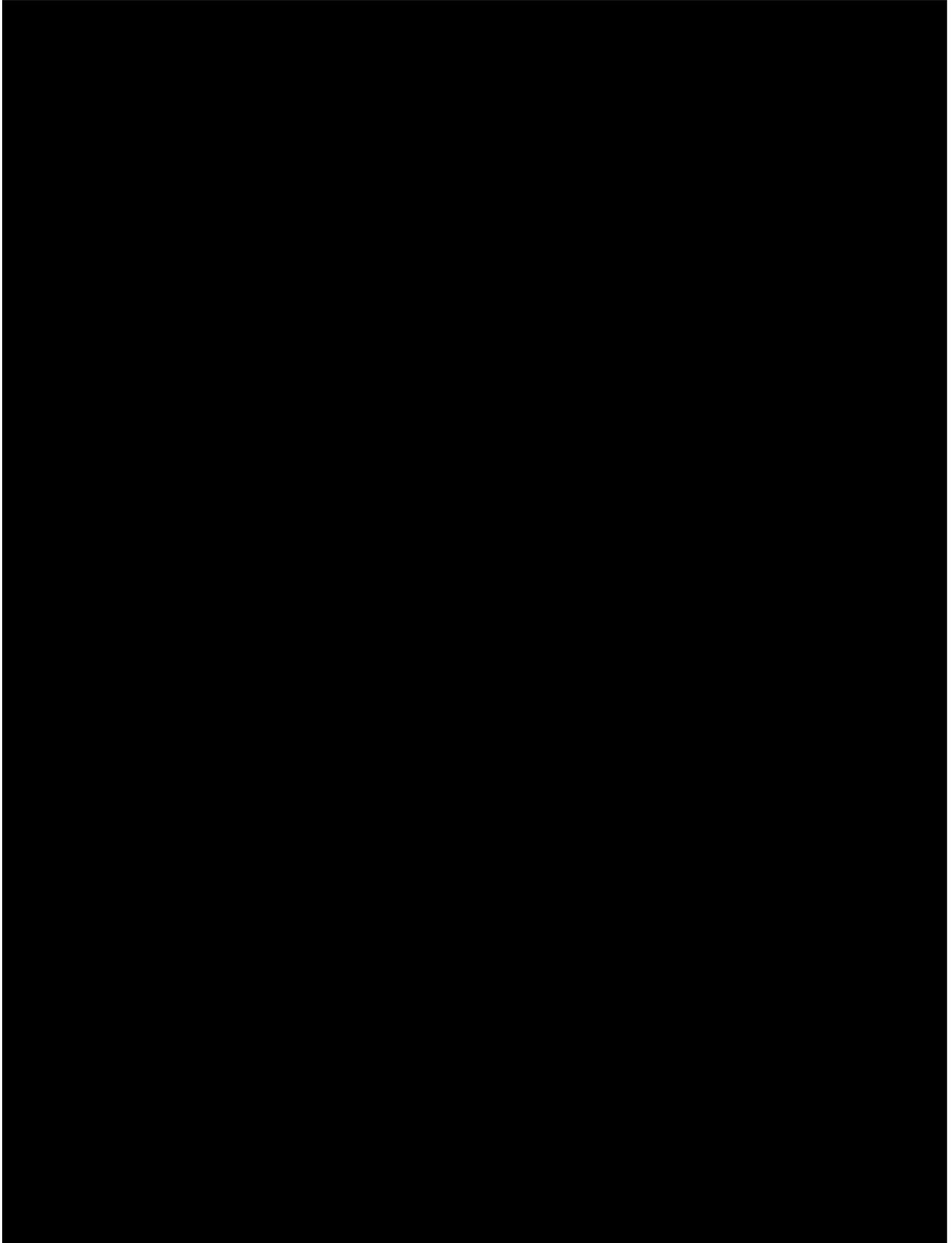
SCHEDULE 20

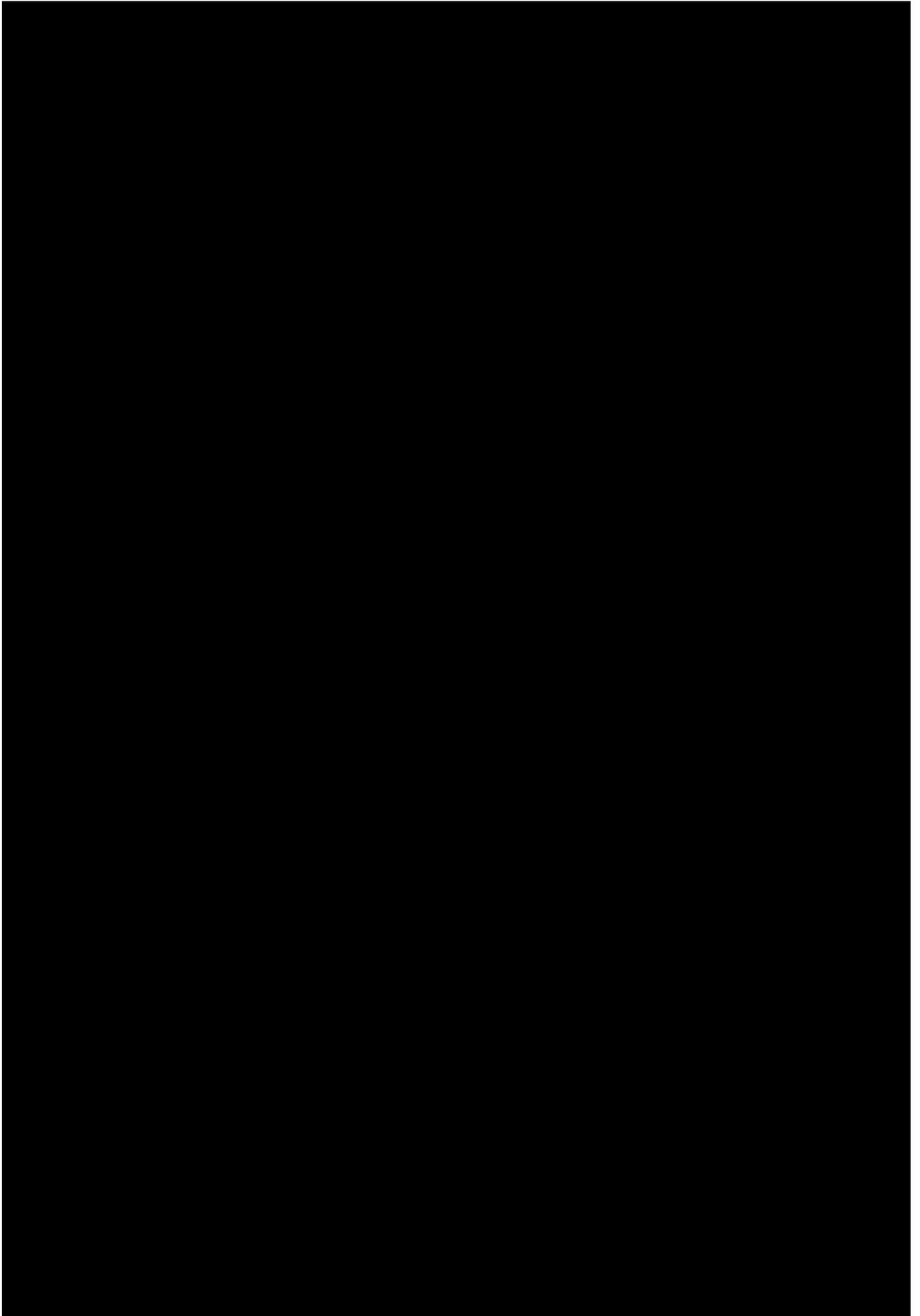
Reporting

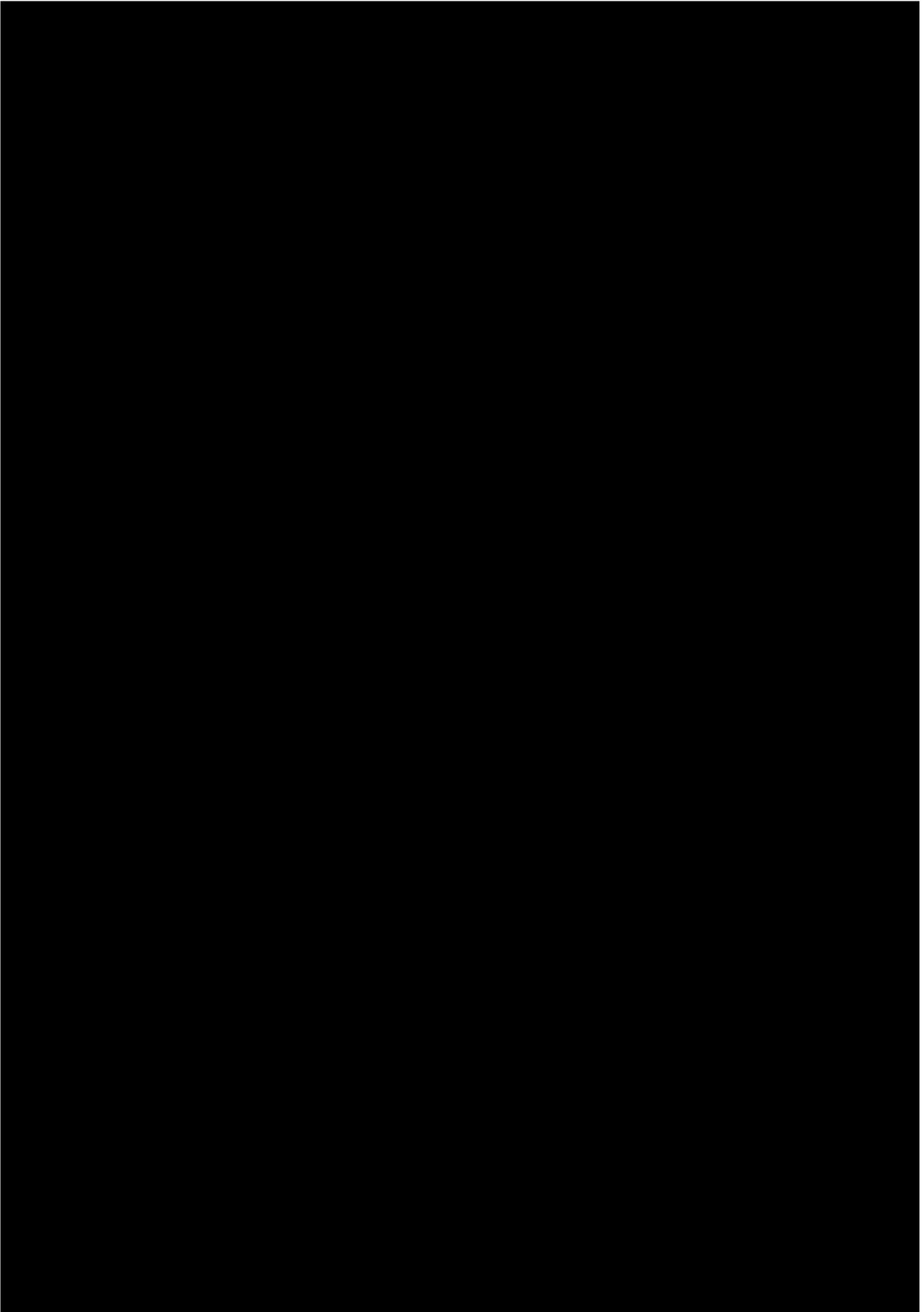


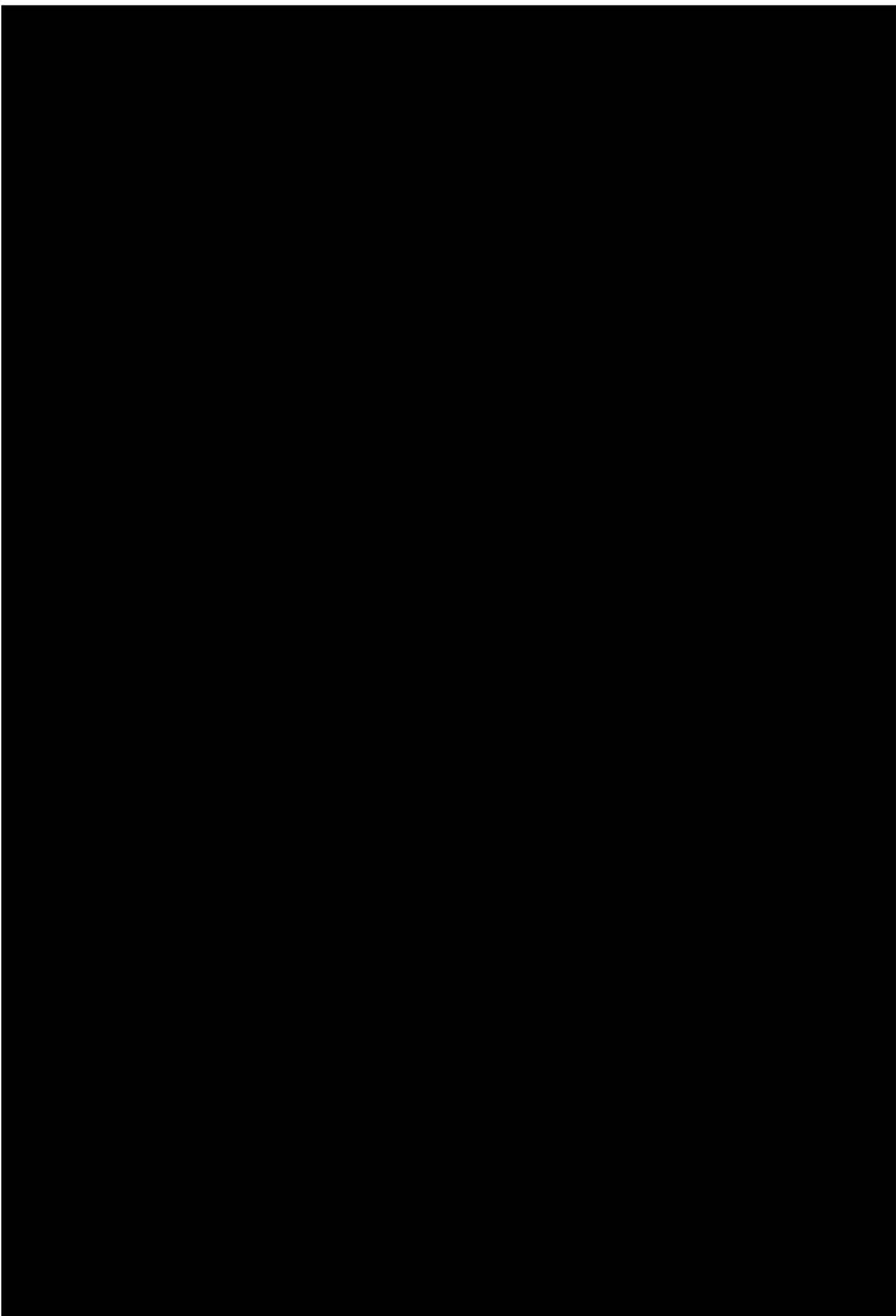
SCHEDULE 21

Financial Controls Plan



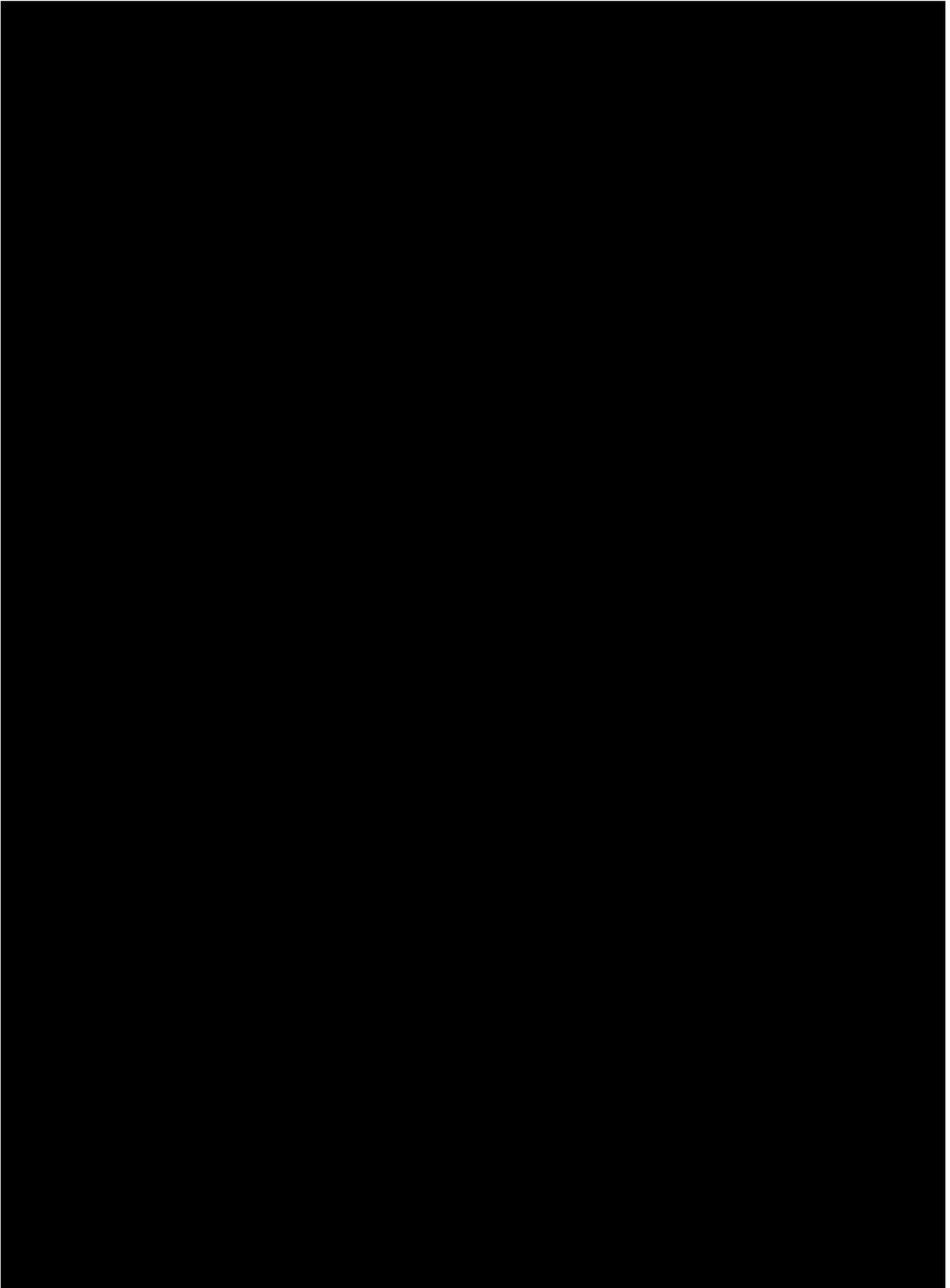








Appendix 21A
Financial Information

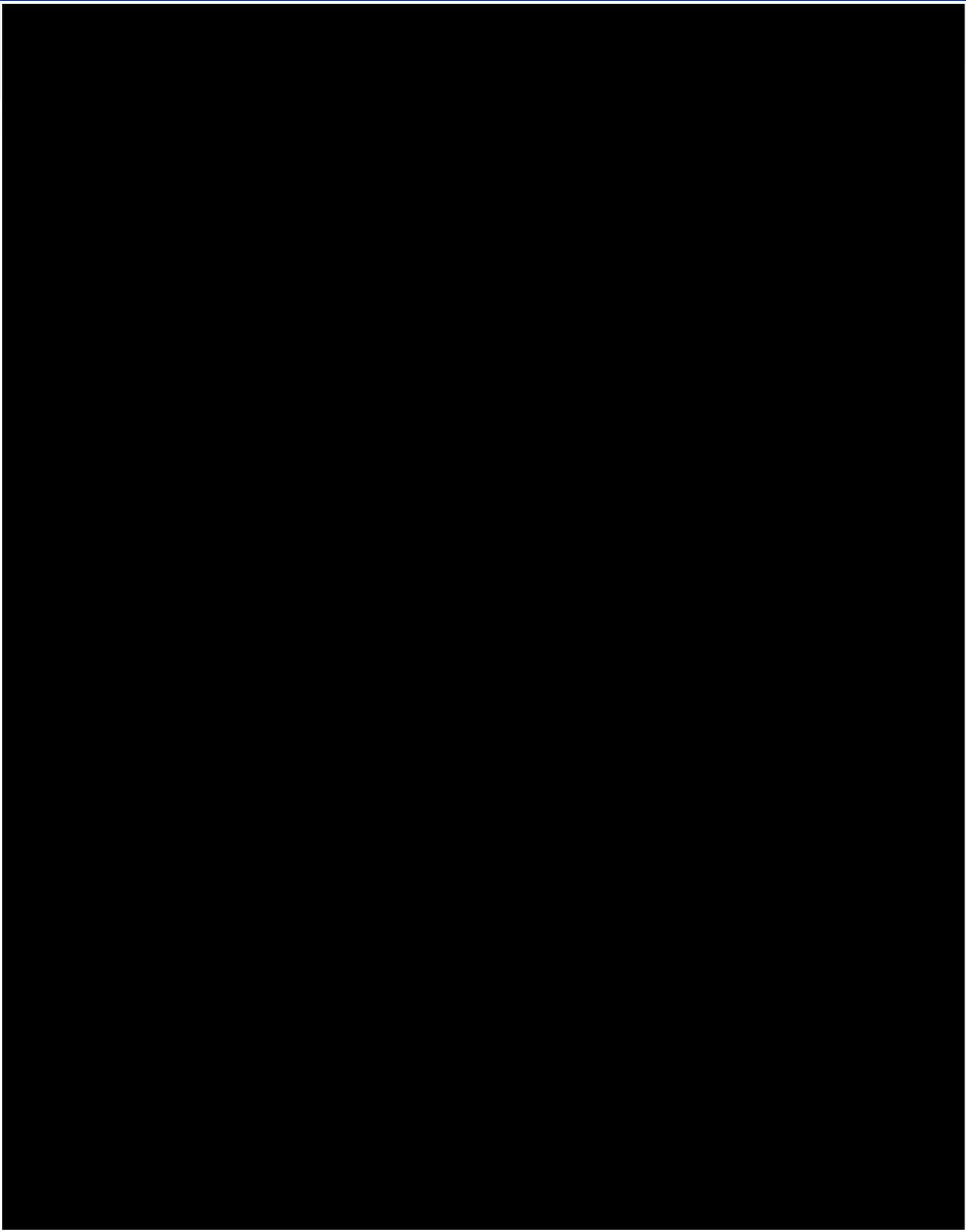


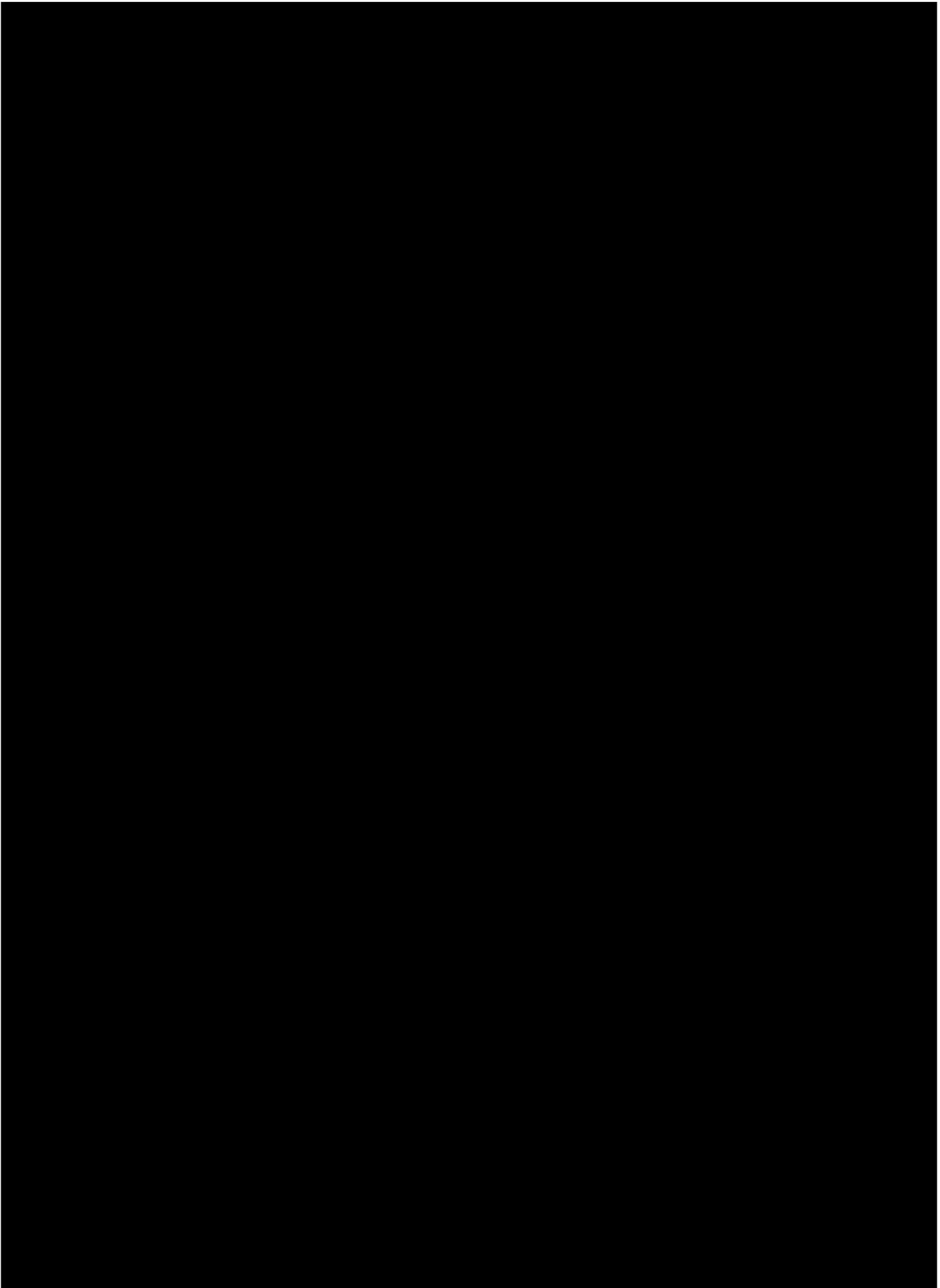


SCHEDULE 22

QUENSH Handbook and User Manual

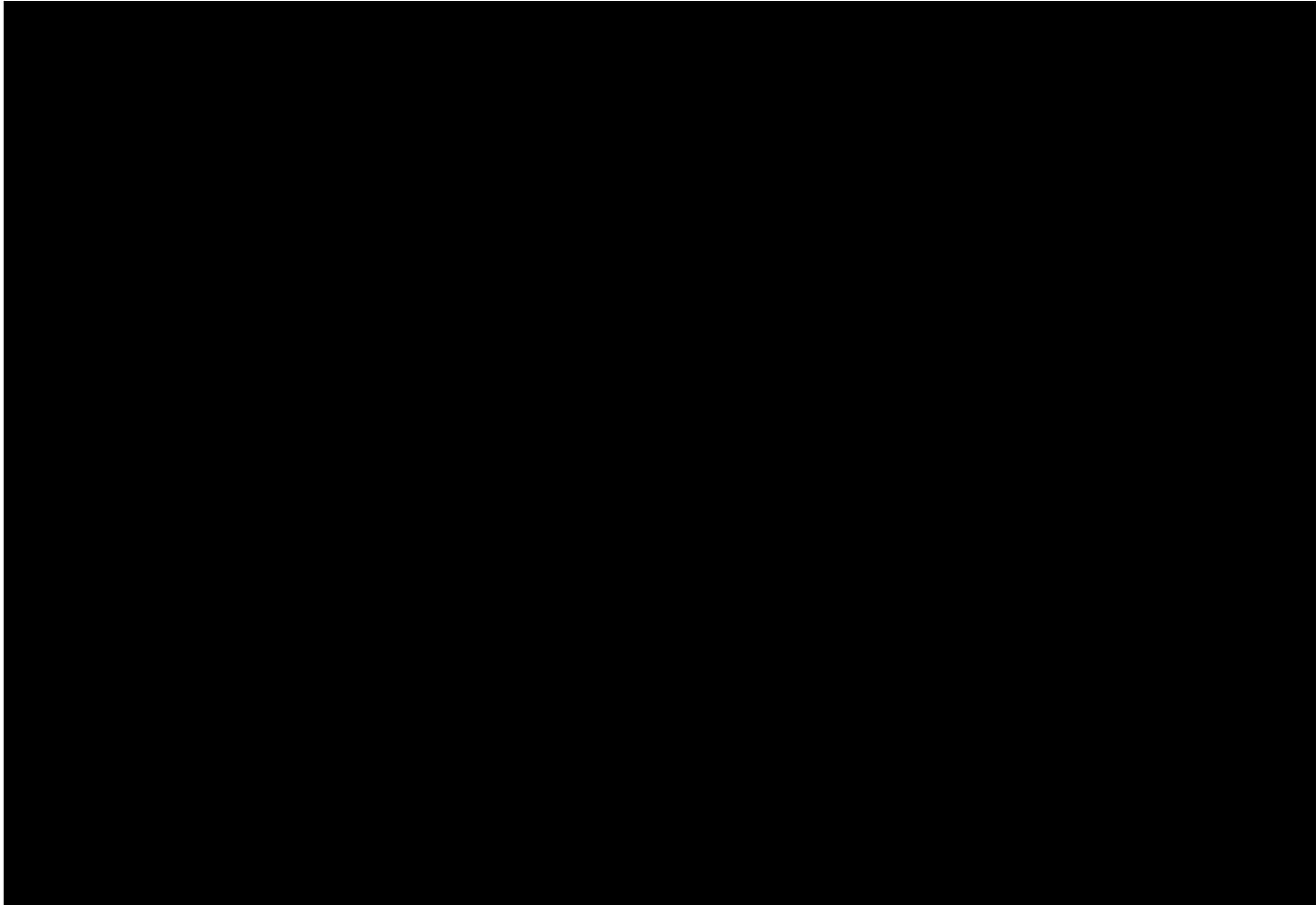


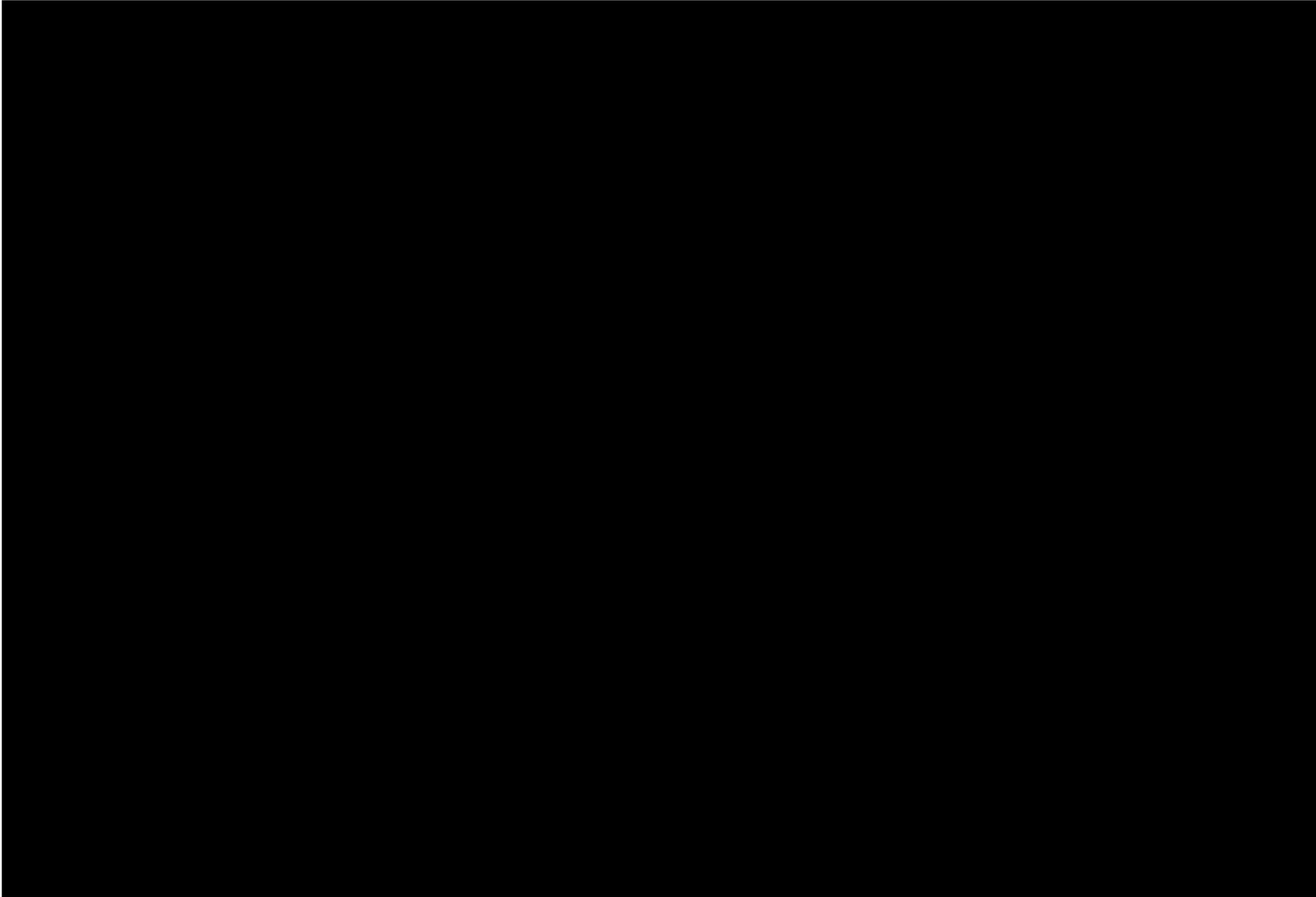


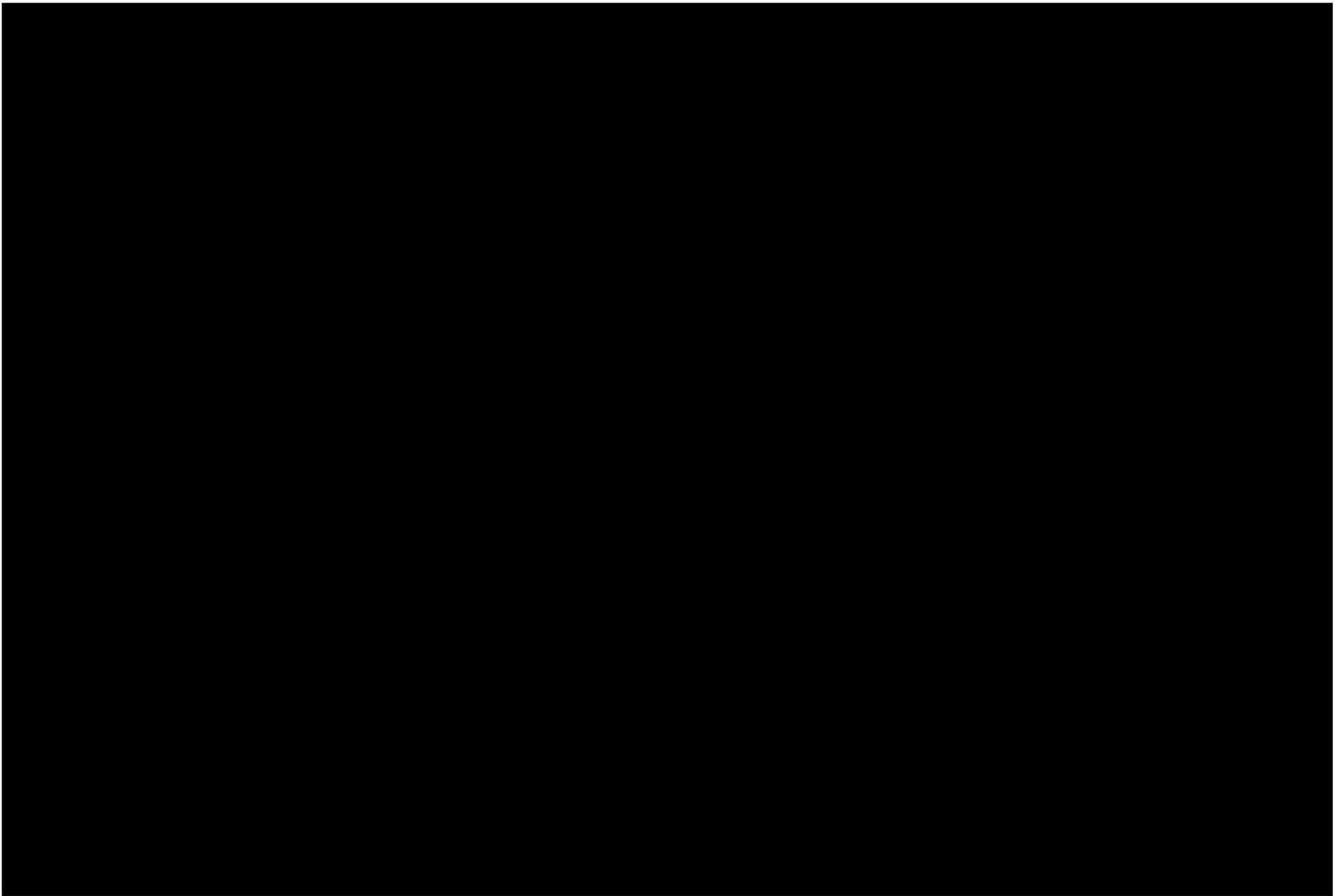


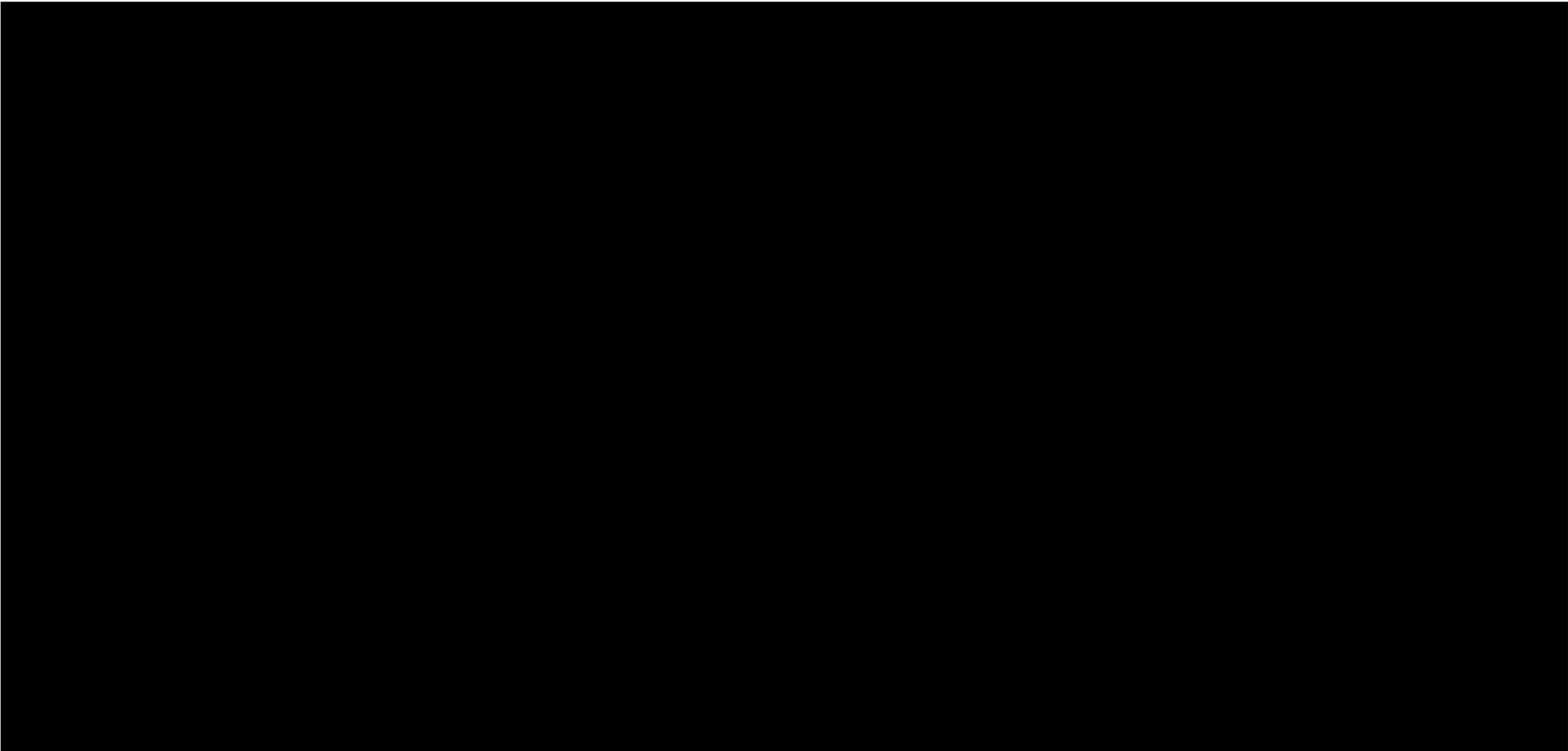


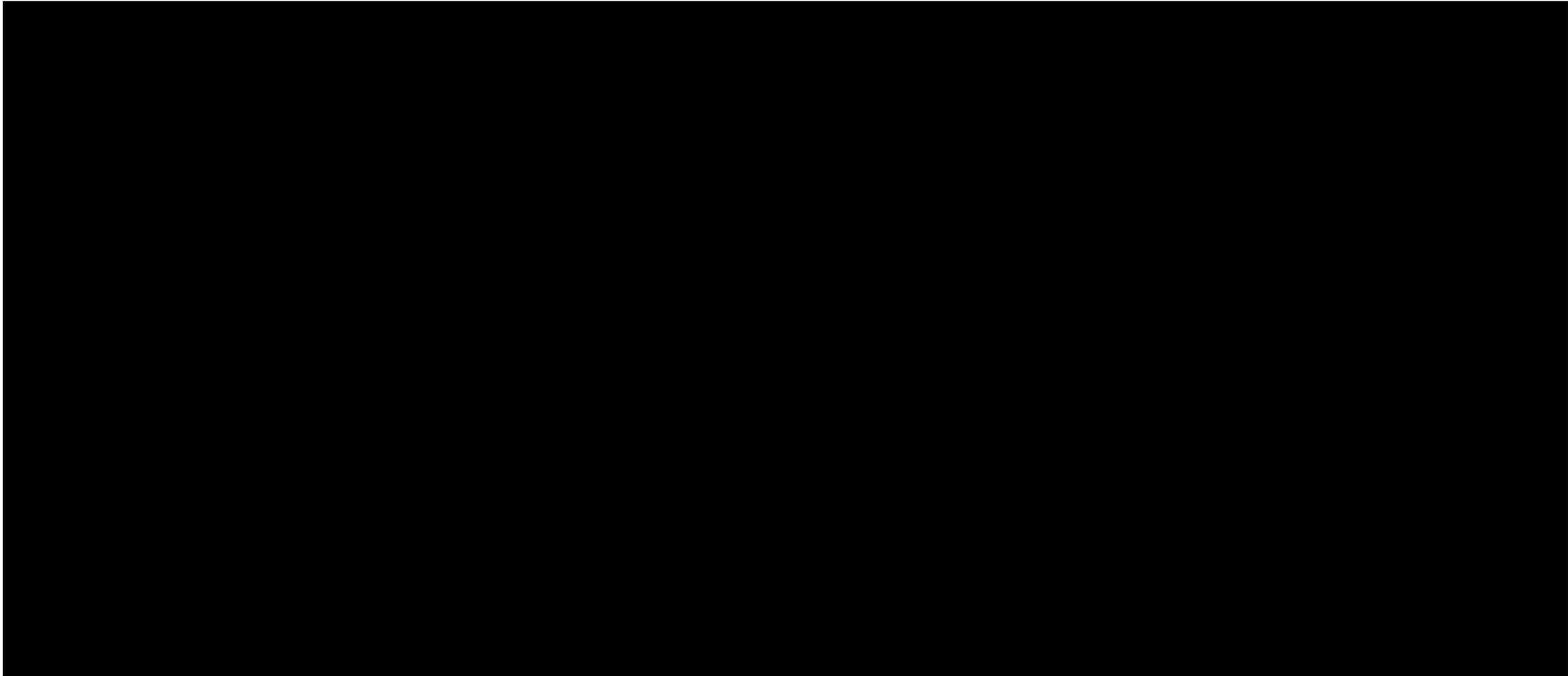


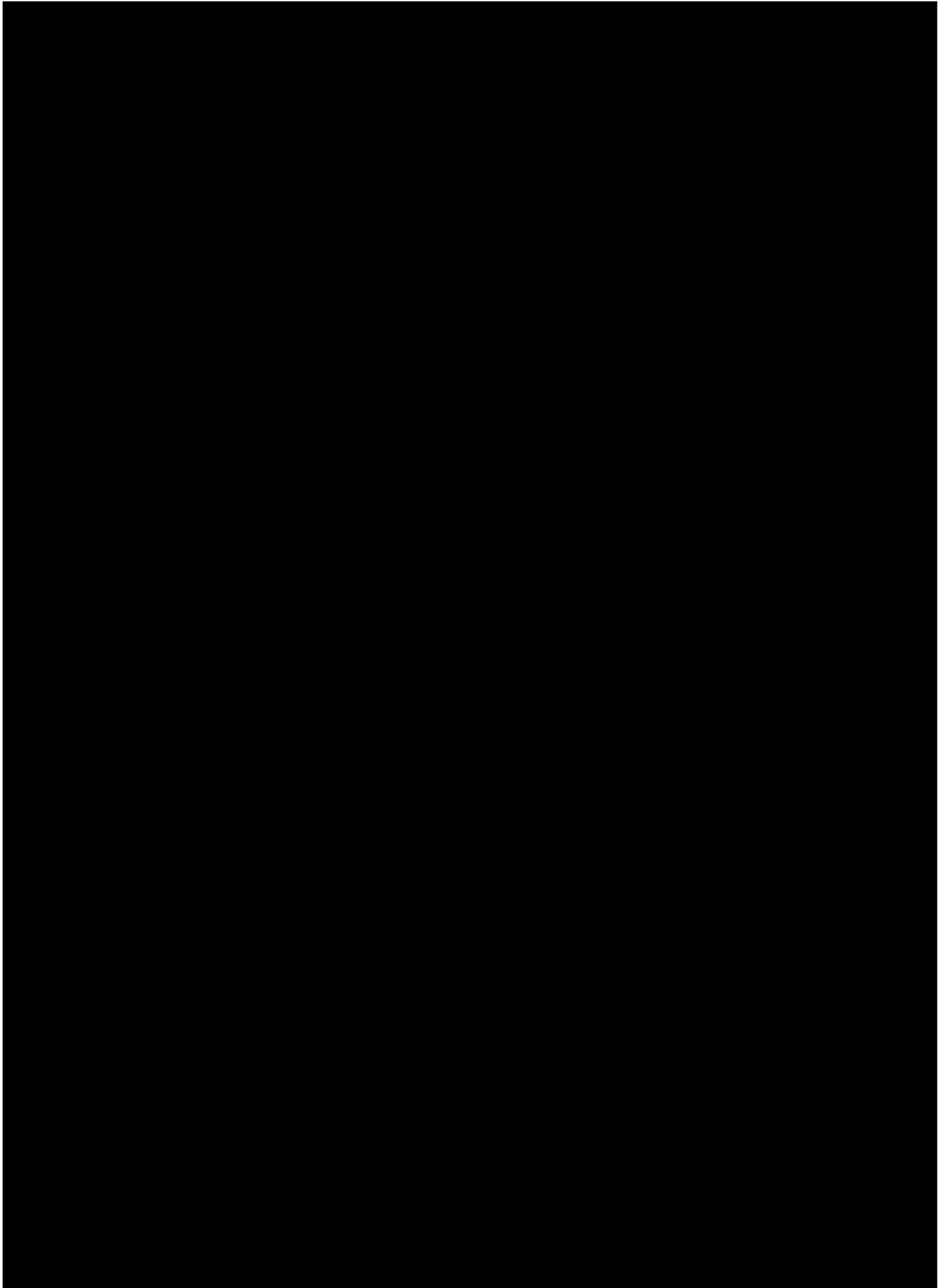












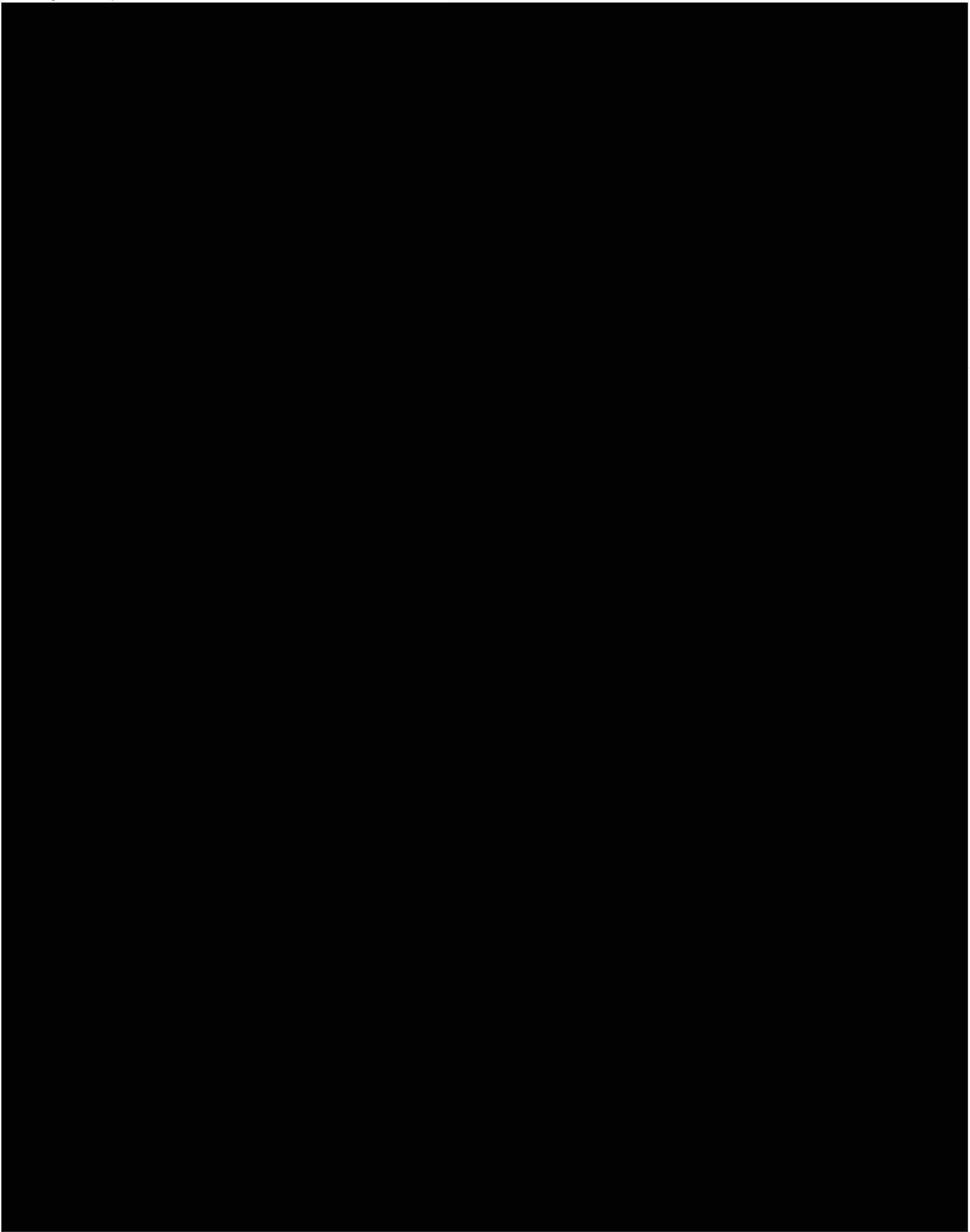
Printed copies of this document are uncontrolled.

Page 10 of 10

Use in conjunction with [S1552](#)

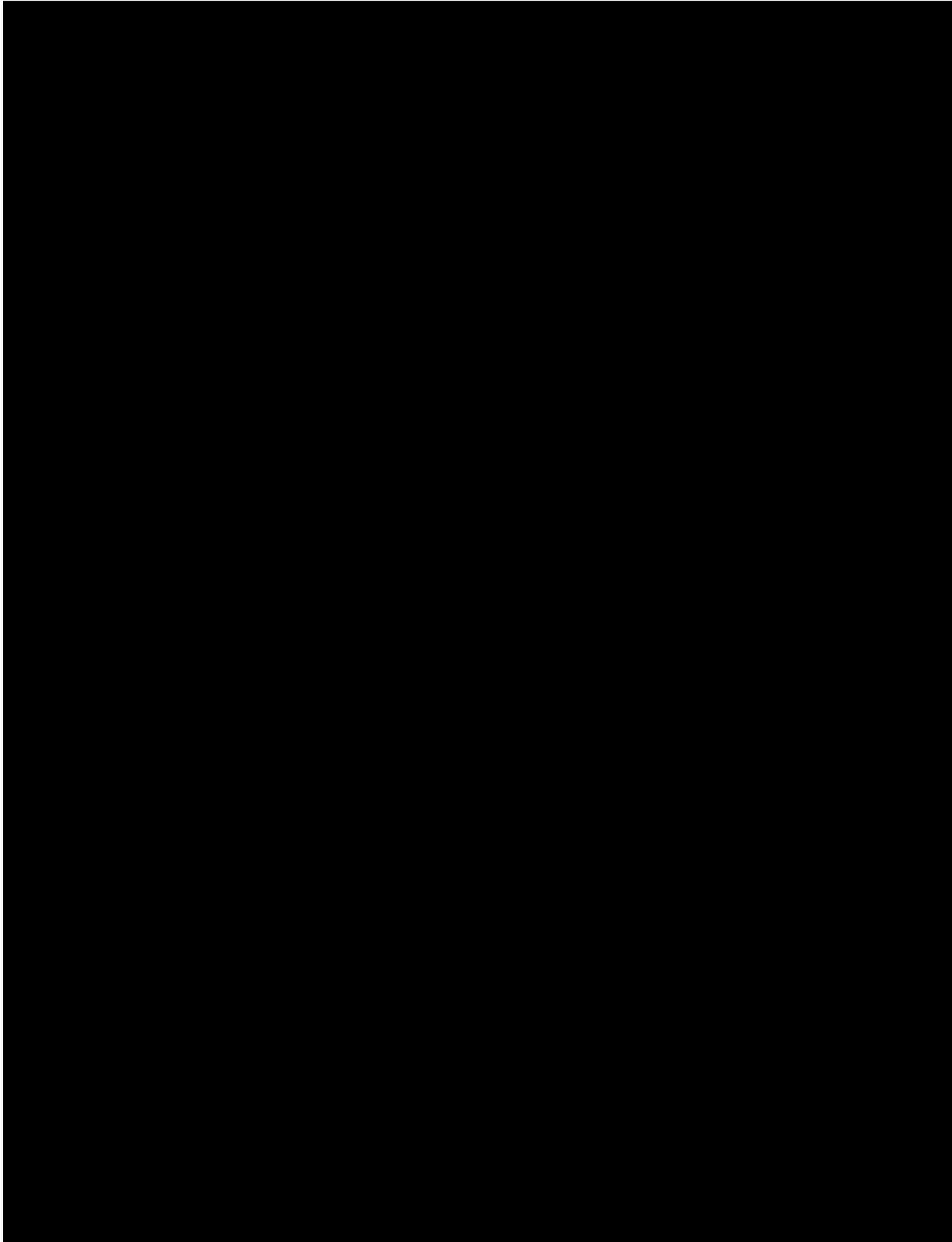


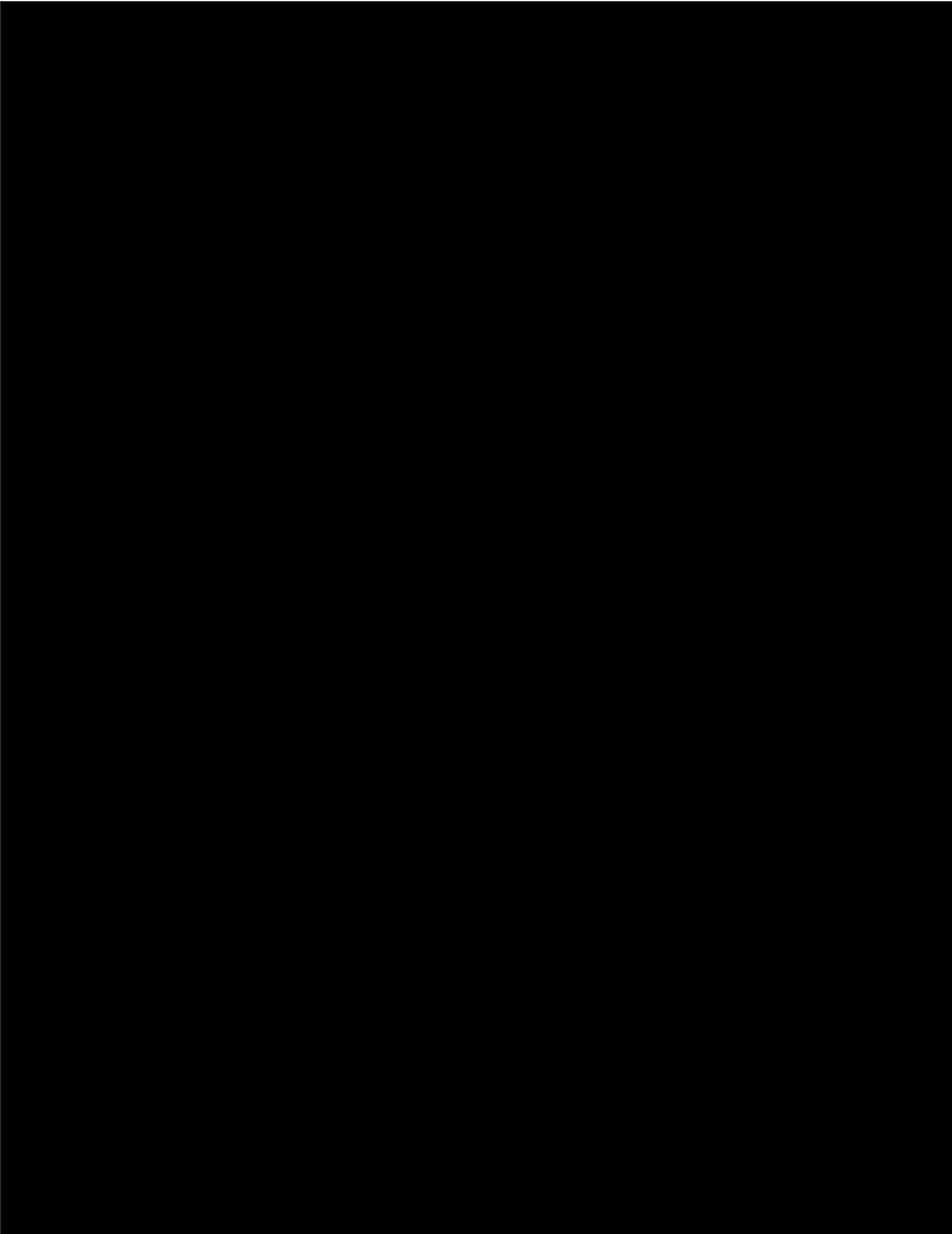
Part 2 Category 1 Standard S1552 Contract QUENSH Conditions

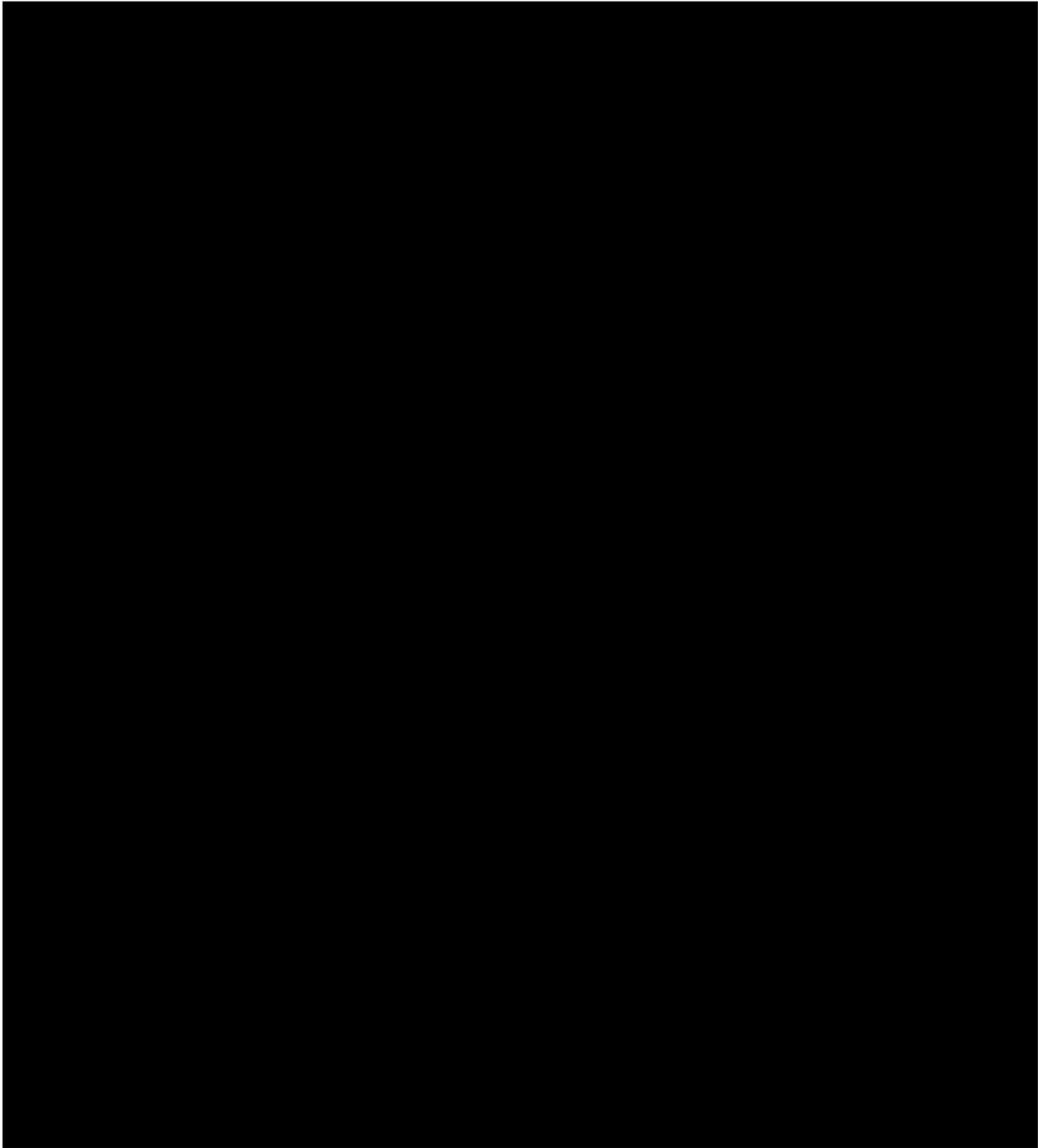


Printed copies of this document are uncontrolled.
Page 1 of 61









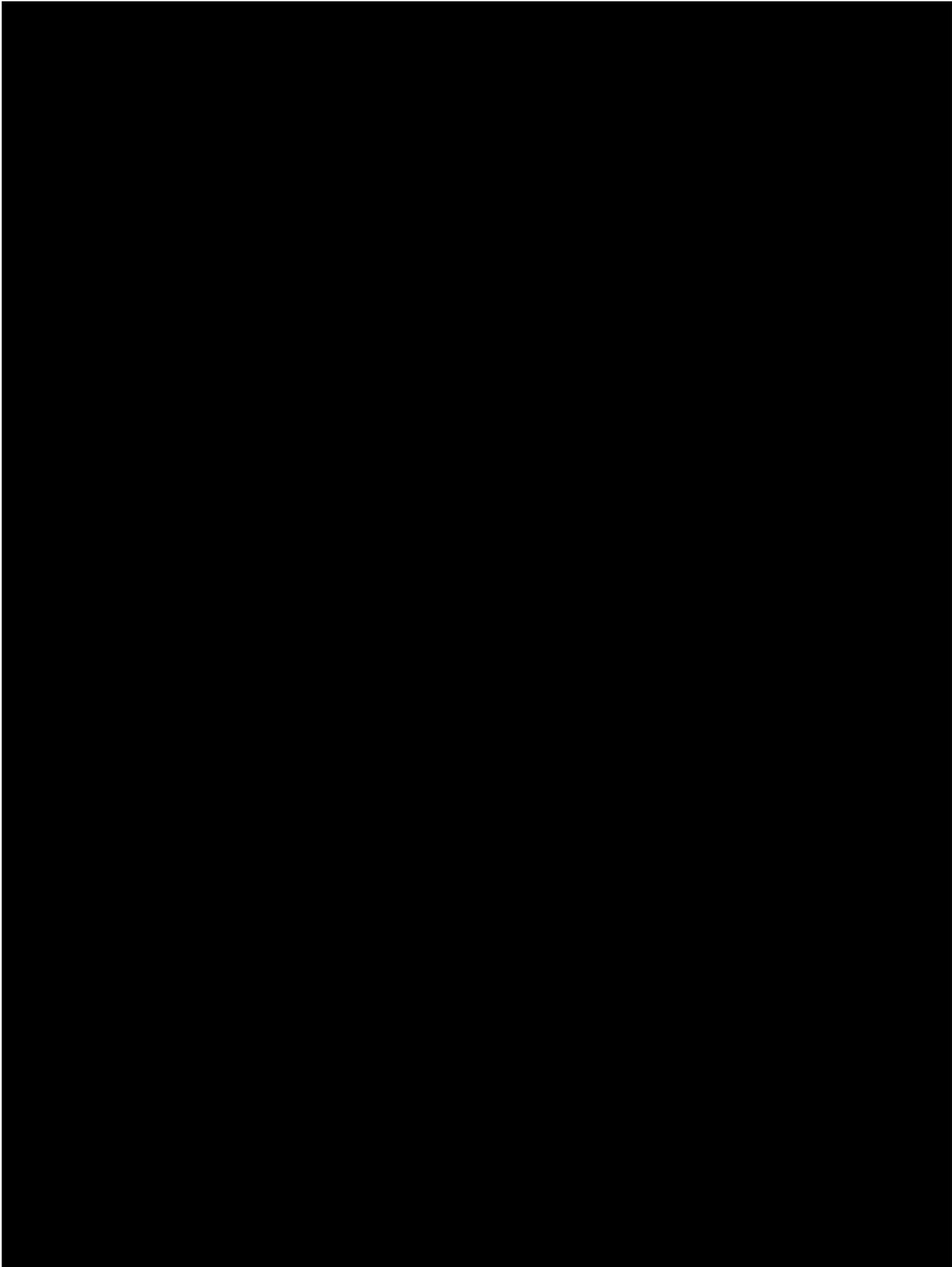
Printed copies of this document are uncontrolled.
Page 4 of 61

MAYOR OF LONDON

Transport for London

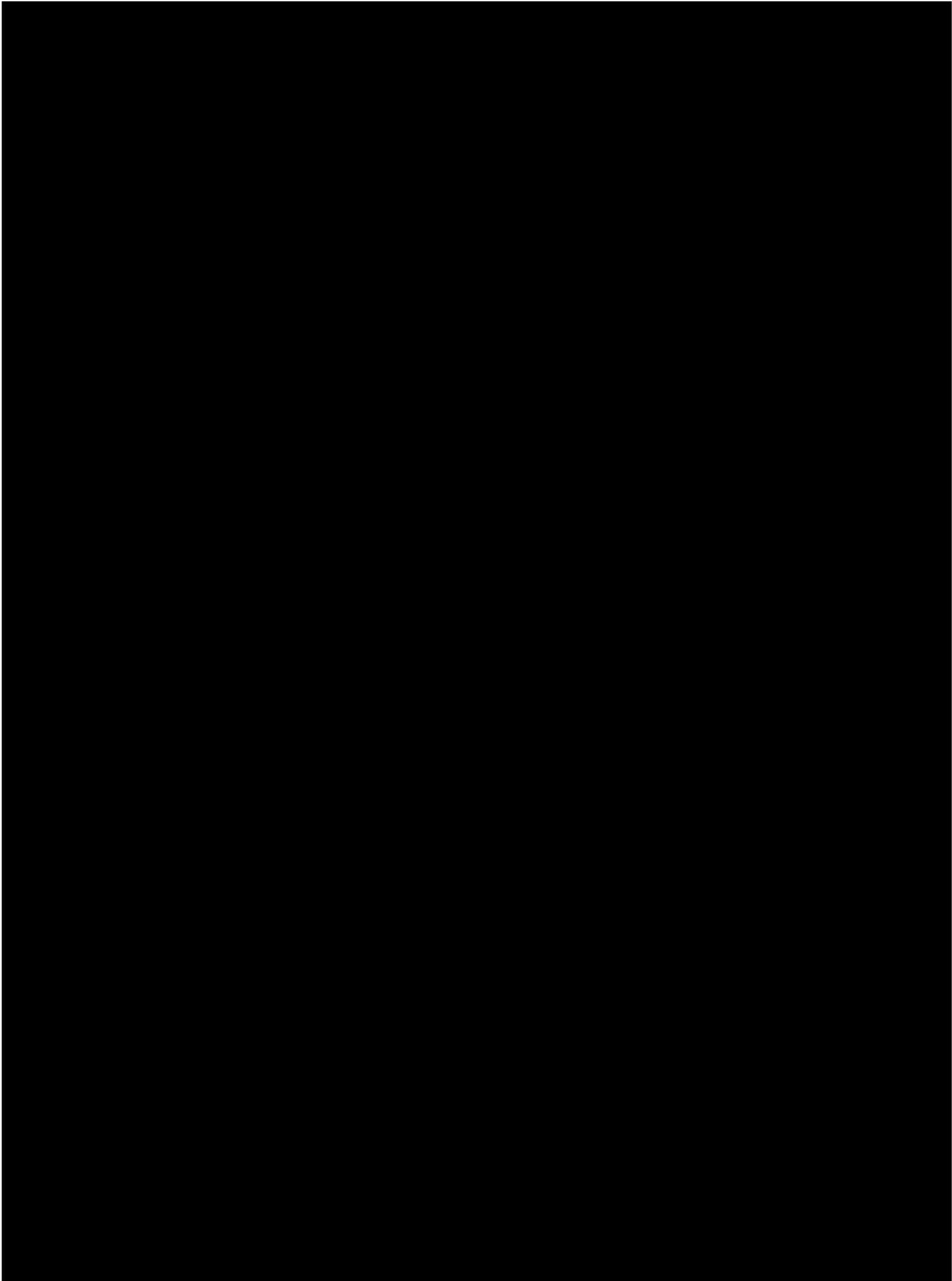


TfL RESTRICTED



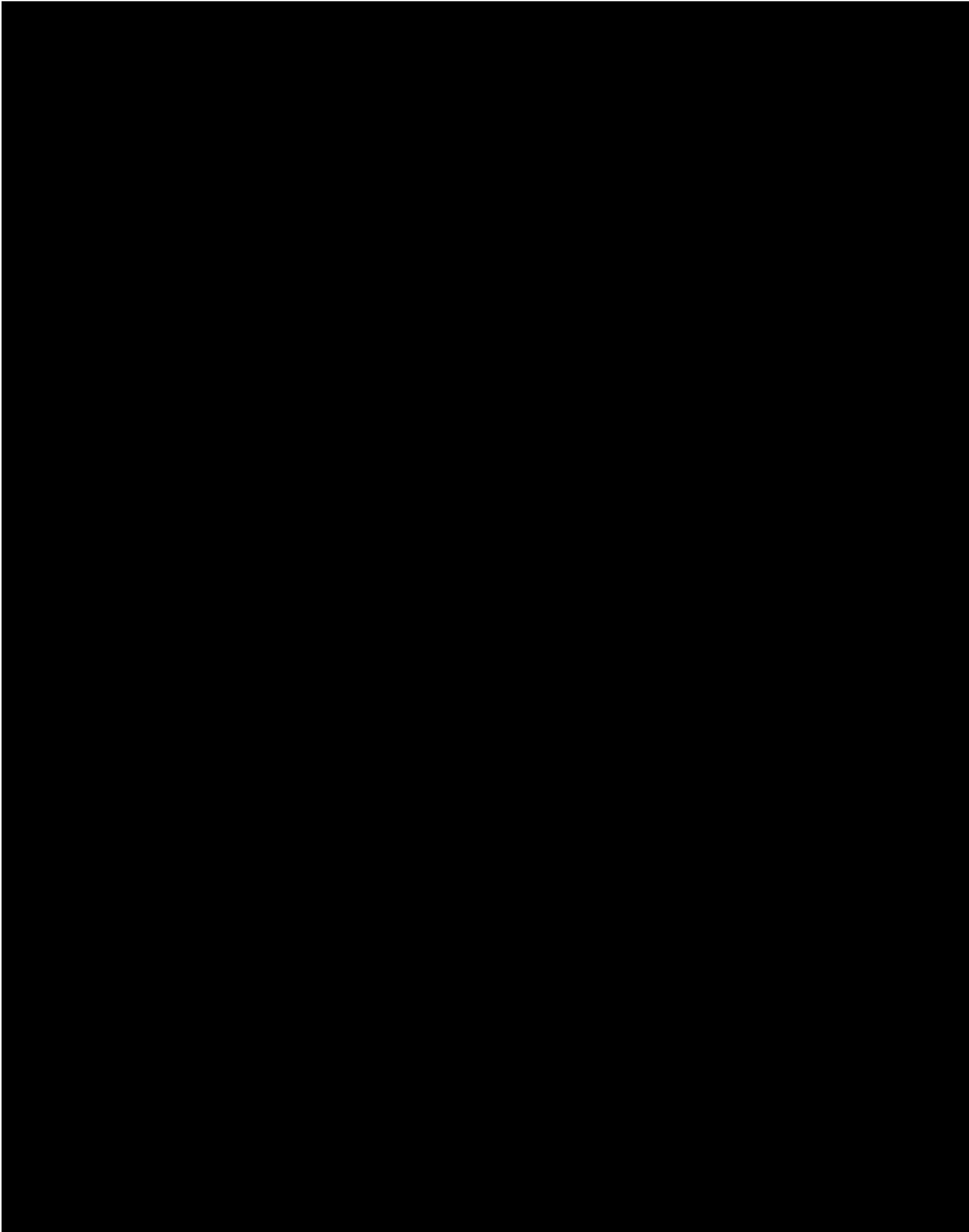
Printed copies of this document are uncontrolled.
Page 5 of 61





Printed copies of this document are uncontrolled.
Page 6 of 61





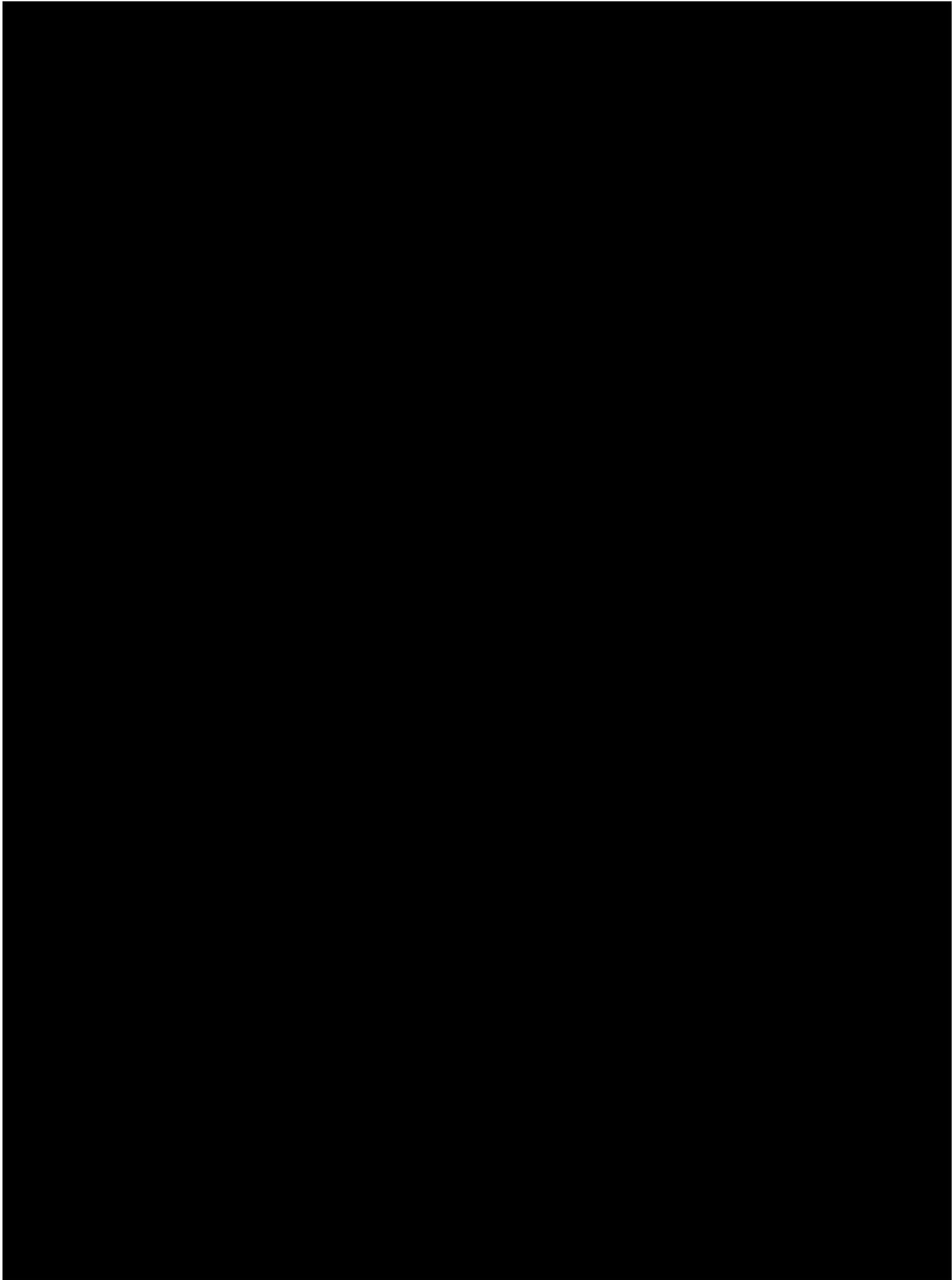
Printed copies of this document are uncontrolled.
Page 7 of 61

MAYOR OF LONDON

Transport for London

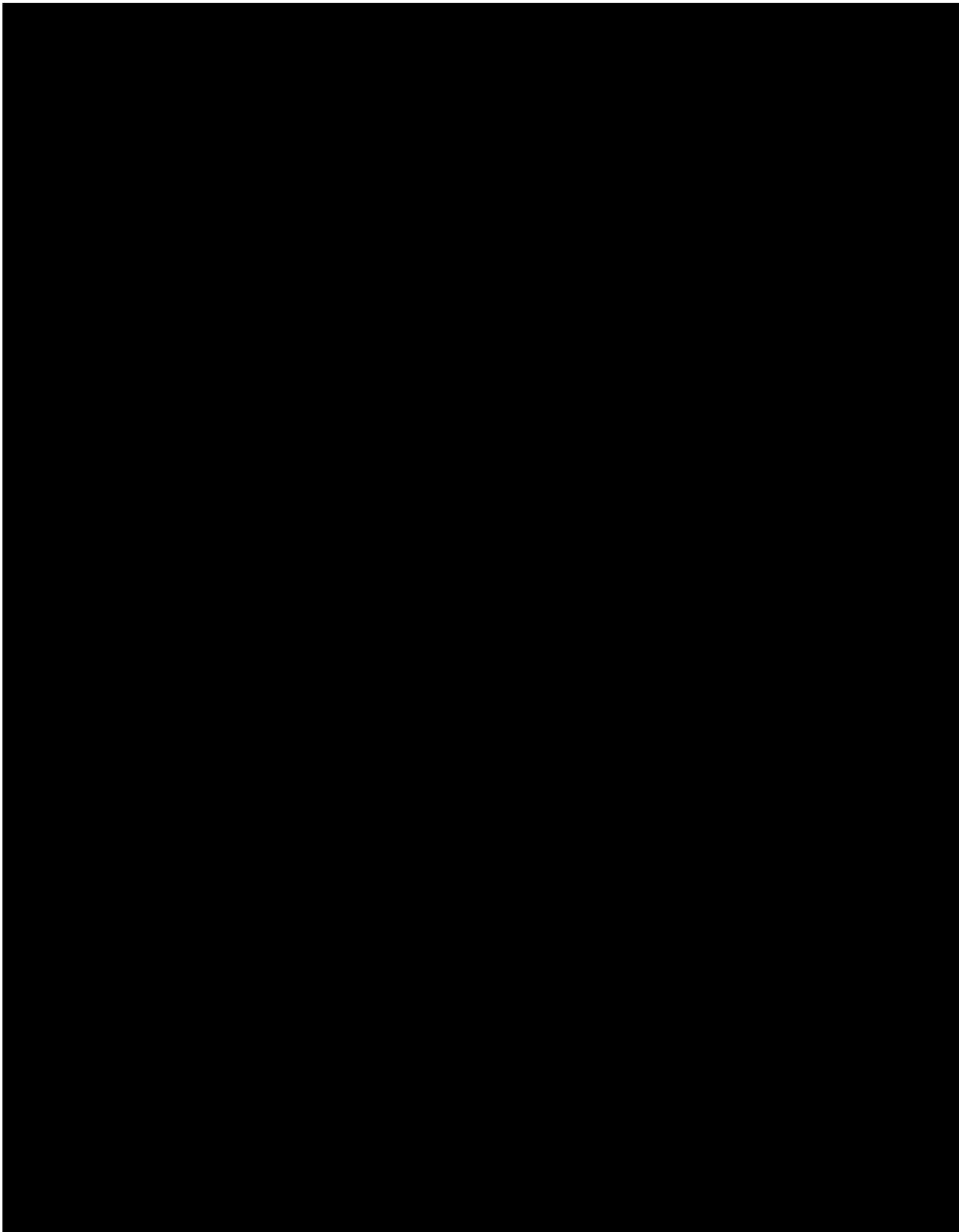


TfL RESTRICTED



Printed copies of this document are uncontrolled.
Page 8 of 61





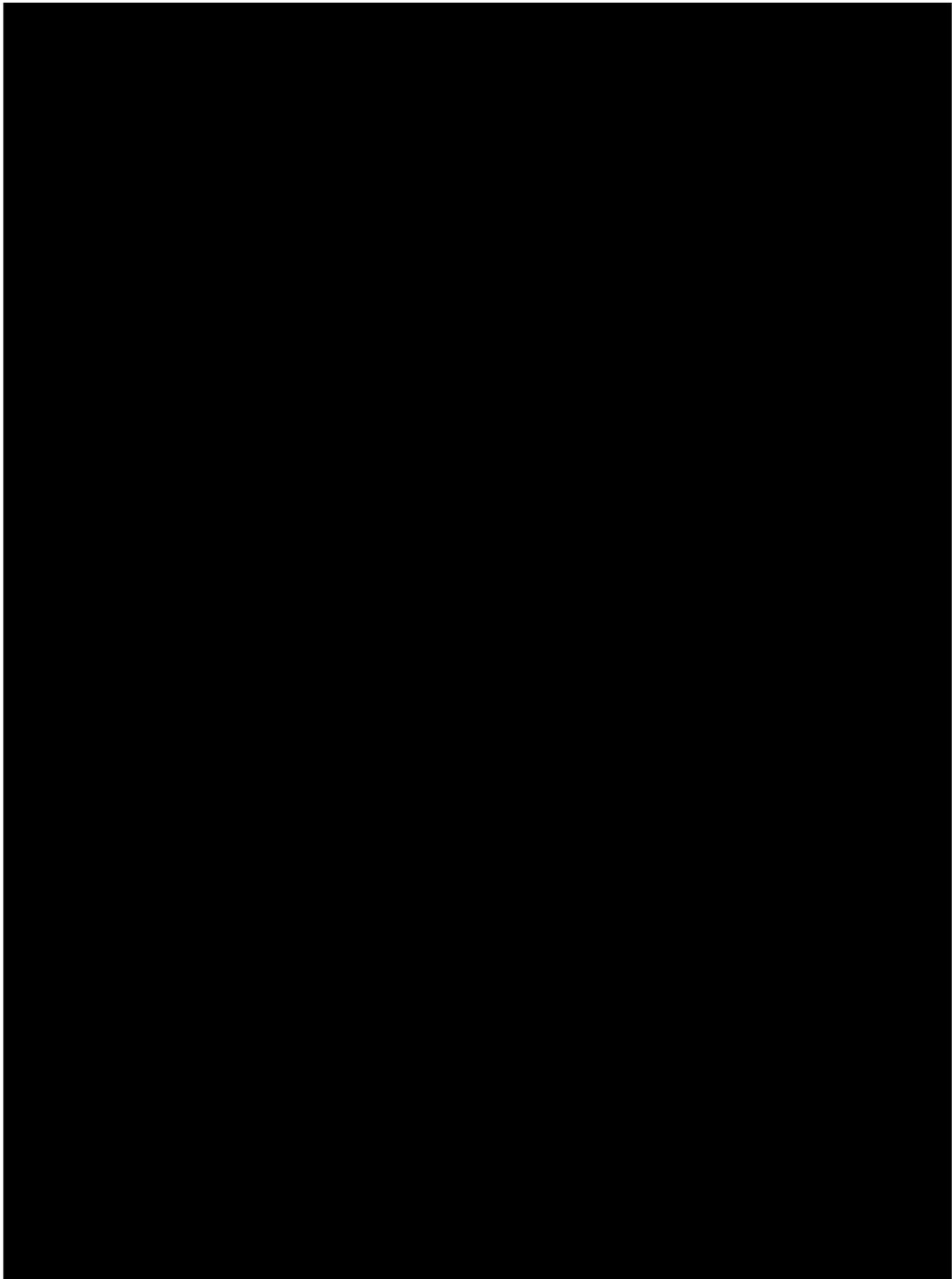
Printed copies of this document are uncontrolled.
Page 9 of 61

MAYOR OF LONDON

Transport for London



TfL RESTRICTED



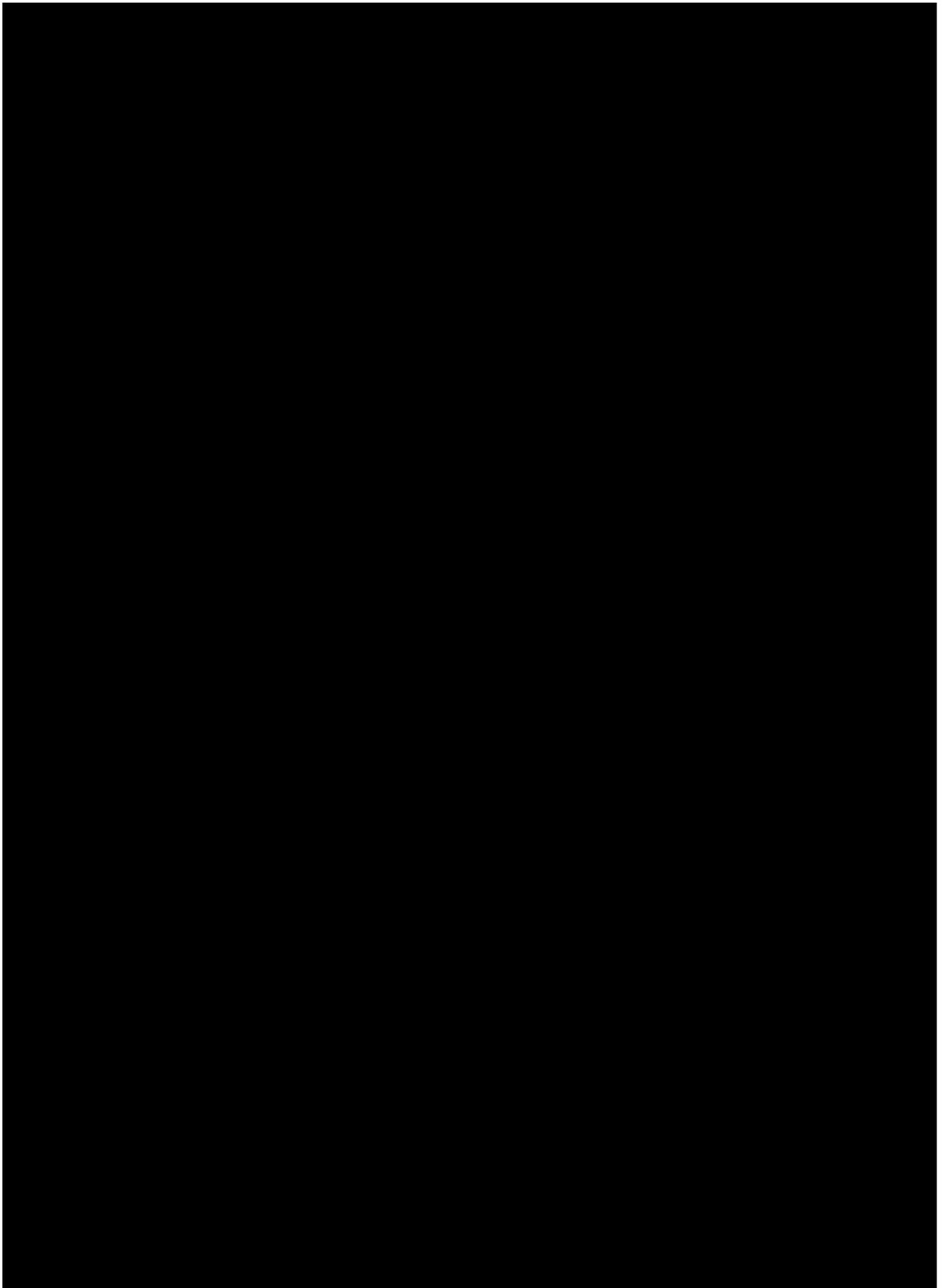
Printed copies of this document are uncontrolled.
Page 10 of 61

MAYOR OF LONDON

Transport for London

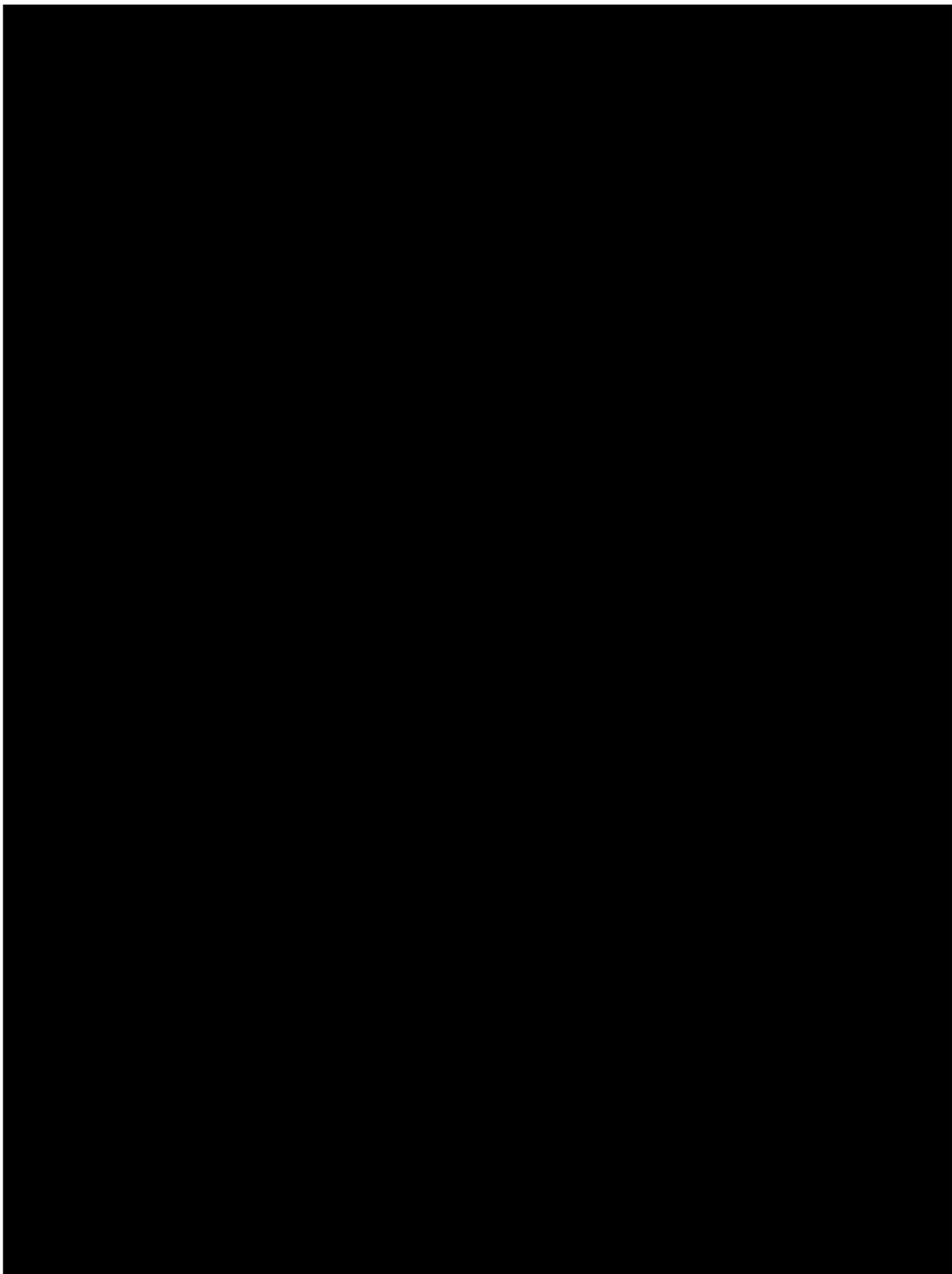


TfL RESTRICTED



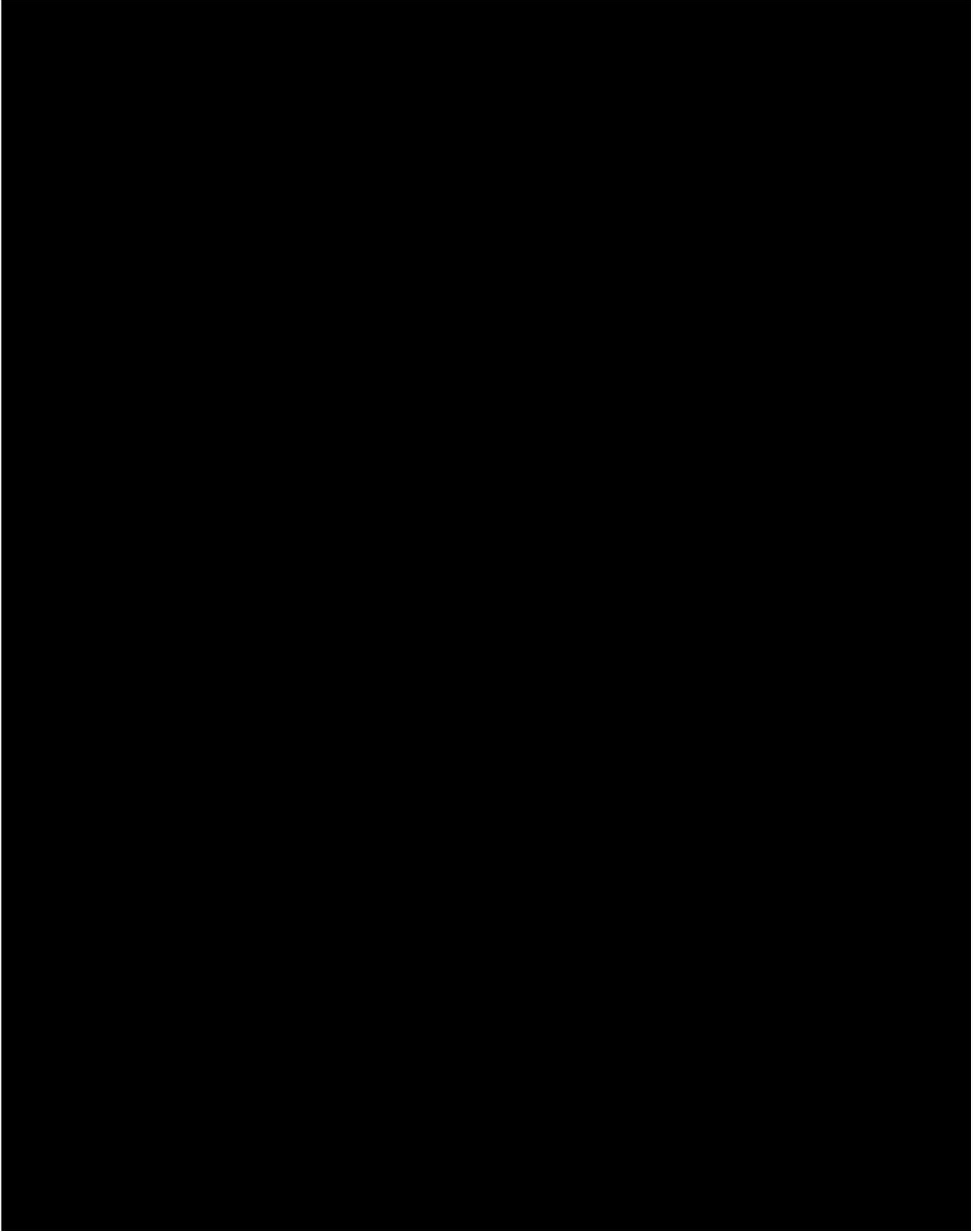
Printed copies of this document are uncontrolled.
Page 11 of 61





Printed copies of this document are uncontrolled.
Page 12 of 61





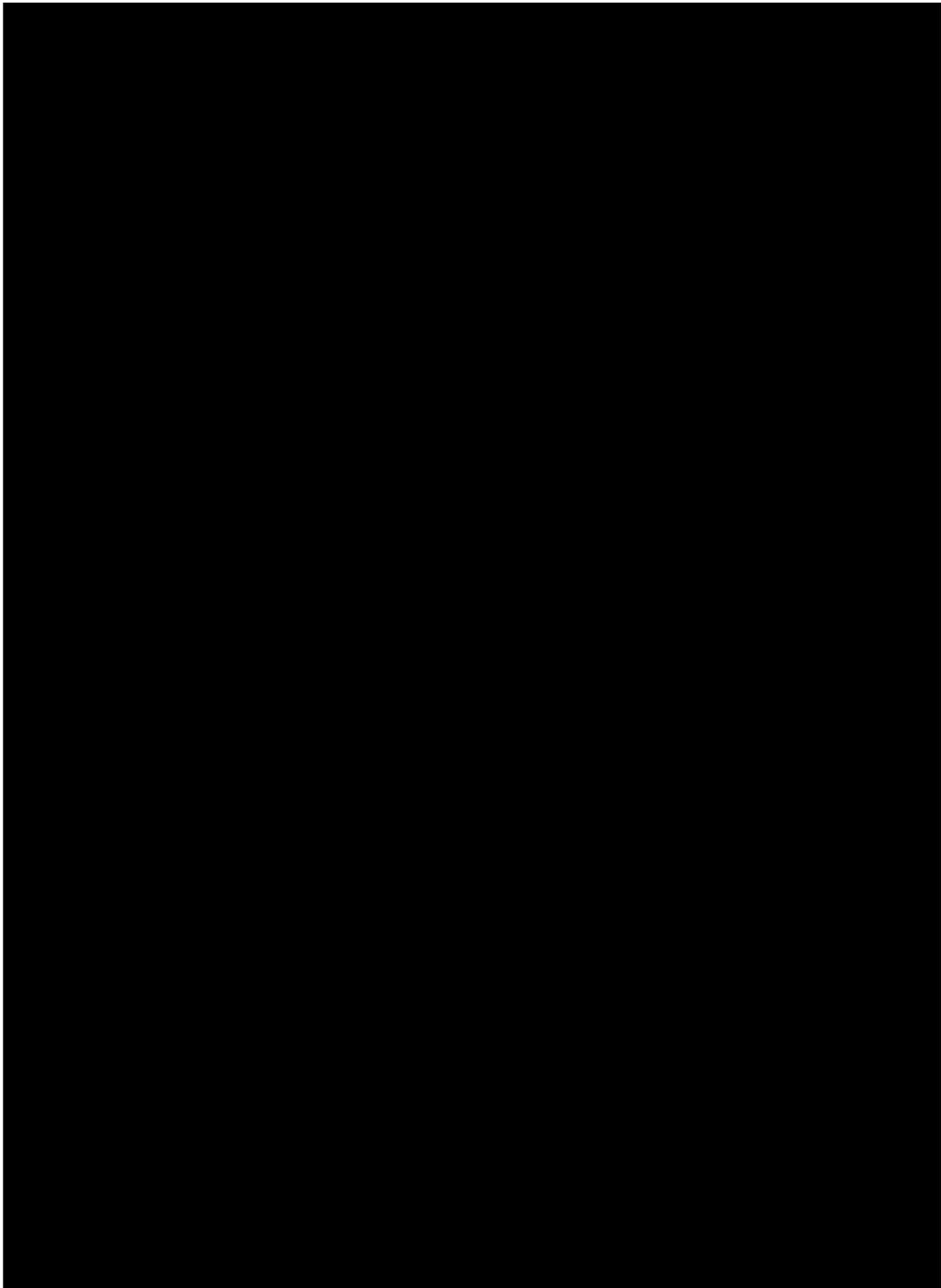
Printed copies of this document are uncontrolled.
Page 13 of 61

MAYOR OF LONDON

Transport for London

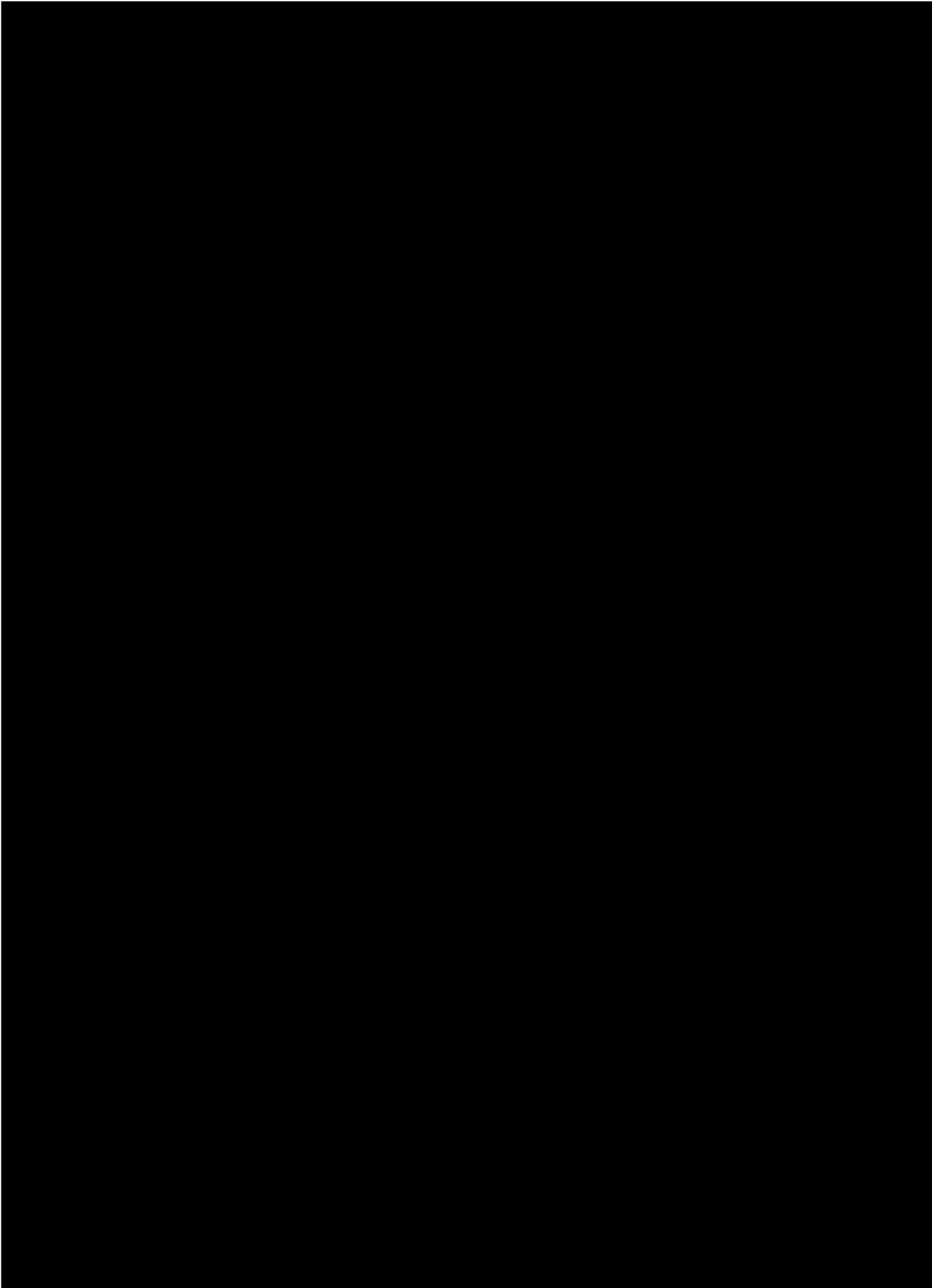


TfL RESTRICTED



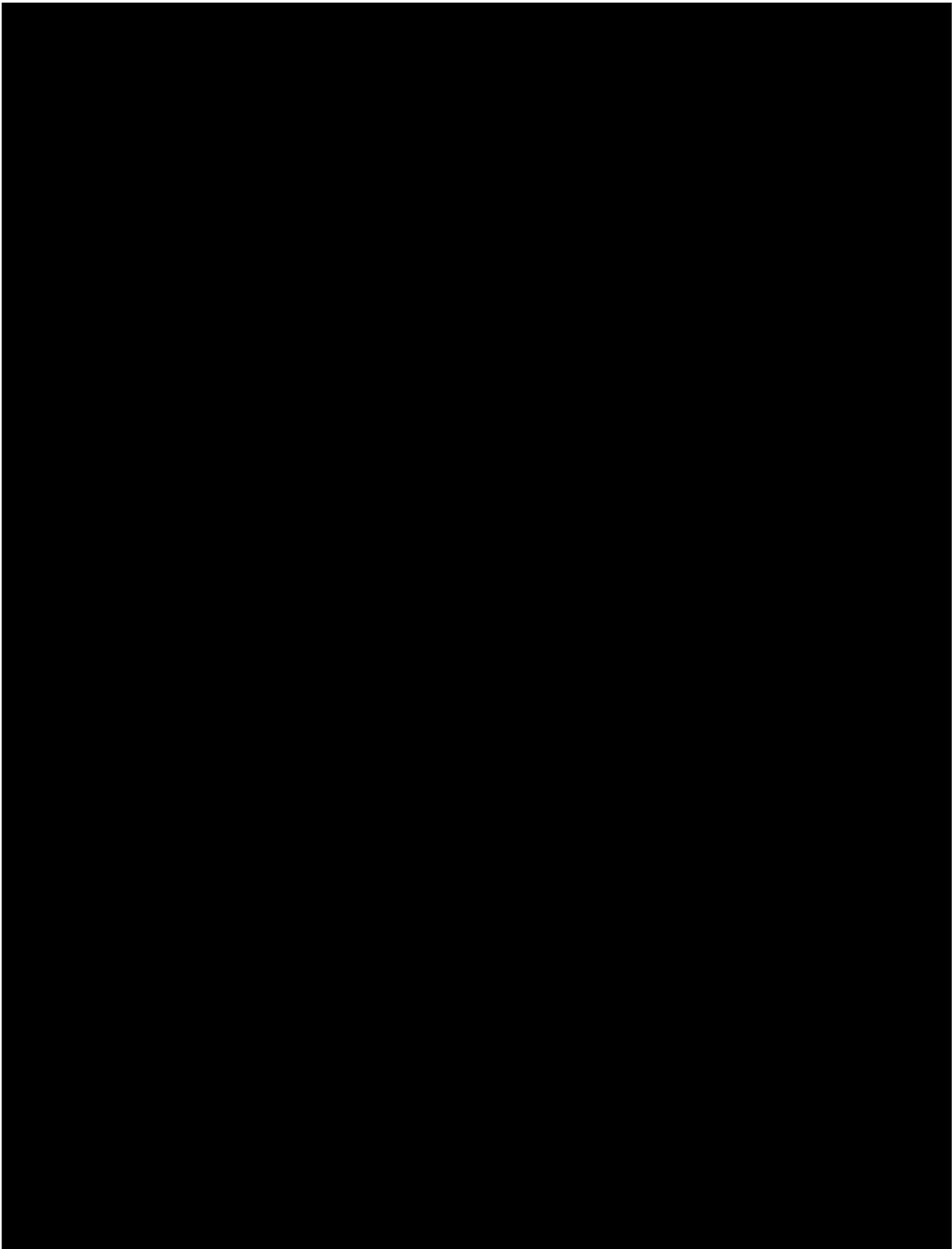
Printed copies of this document are uncontrolled.
Page 14 of 61





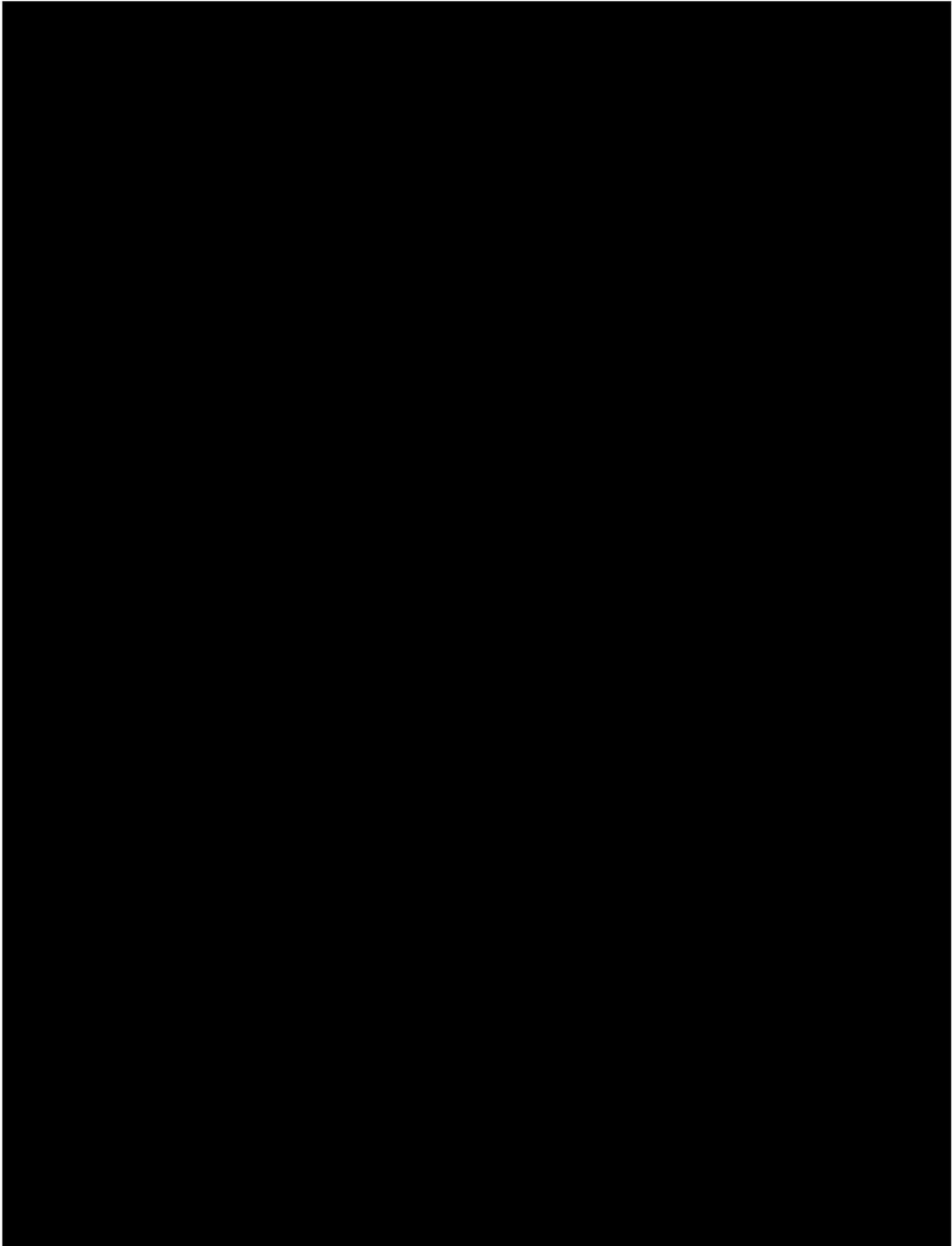
Printed copies of this document are uncontrolled.
Page 15 of 61





Printed copies of this document are uncontrolled.
Page 16 of 61





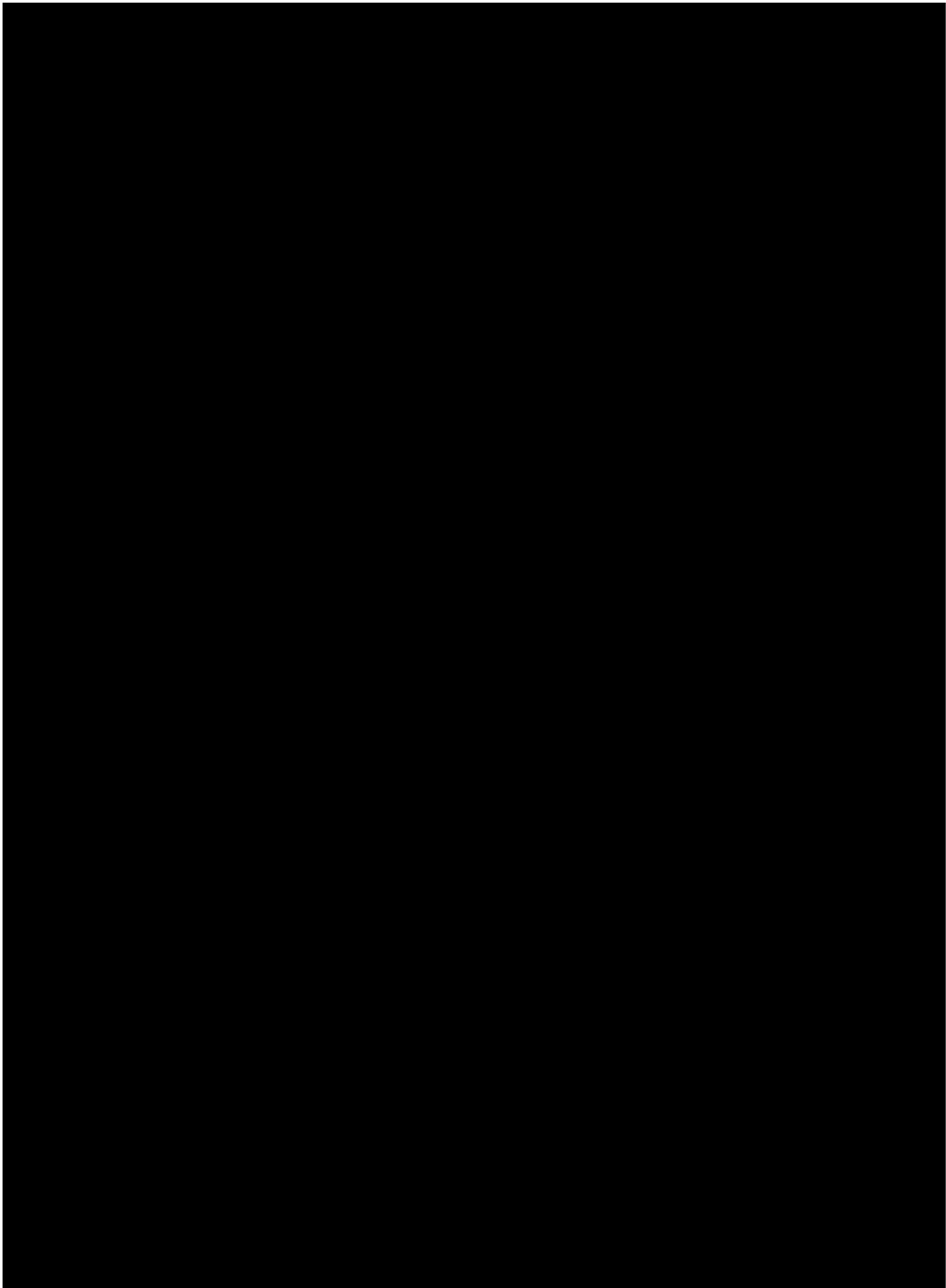
Printed copies of this document are uncontrolled.
Page 17 of 61

MAYOR OF LONDON

Transport for London

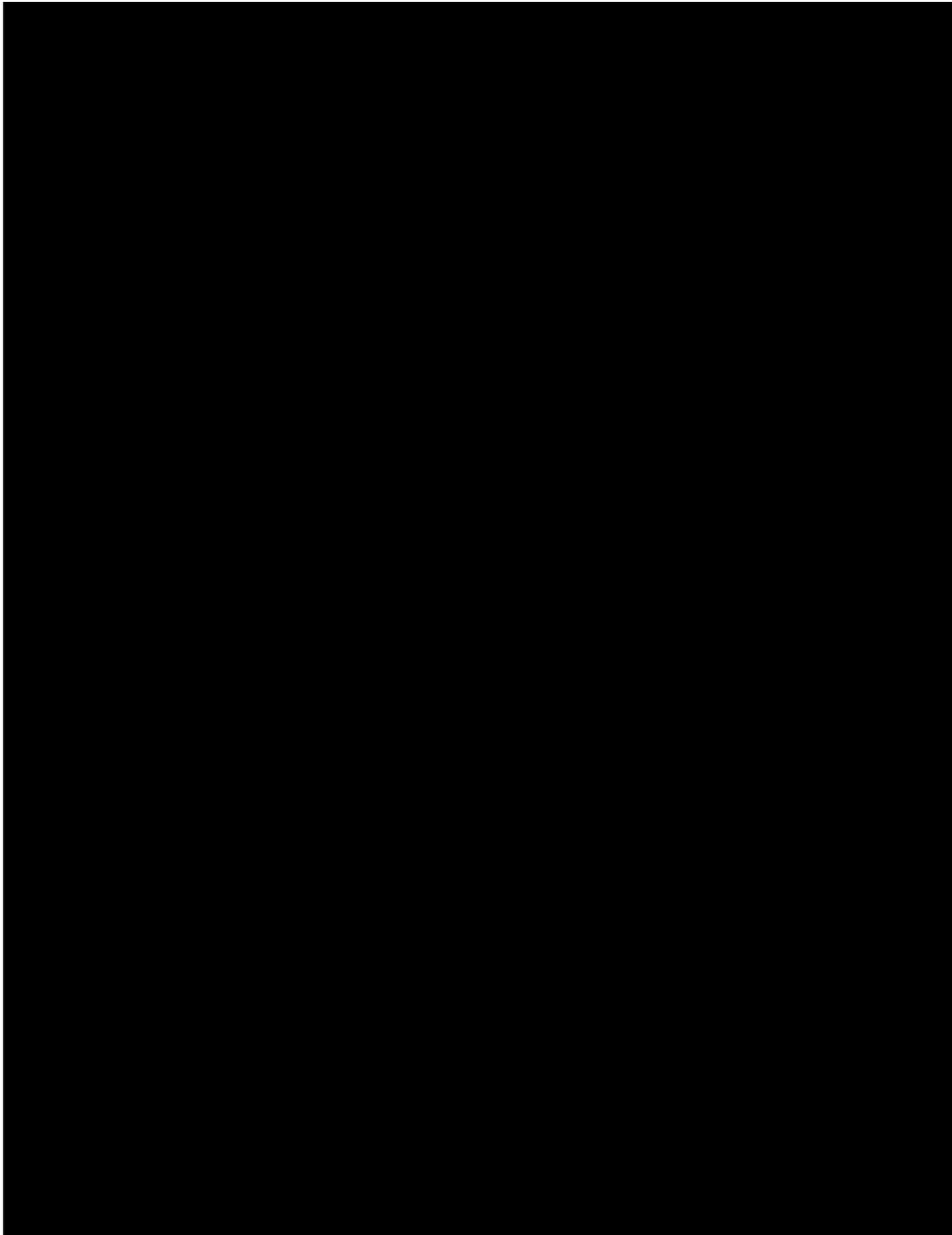


TfL RESTRICTED



Printed copies of this document are uncontrolled.
Page 18 of 61





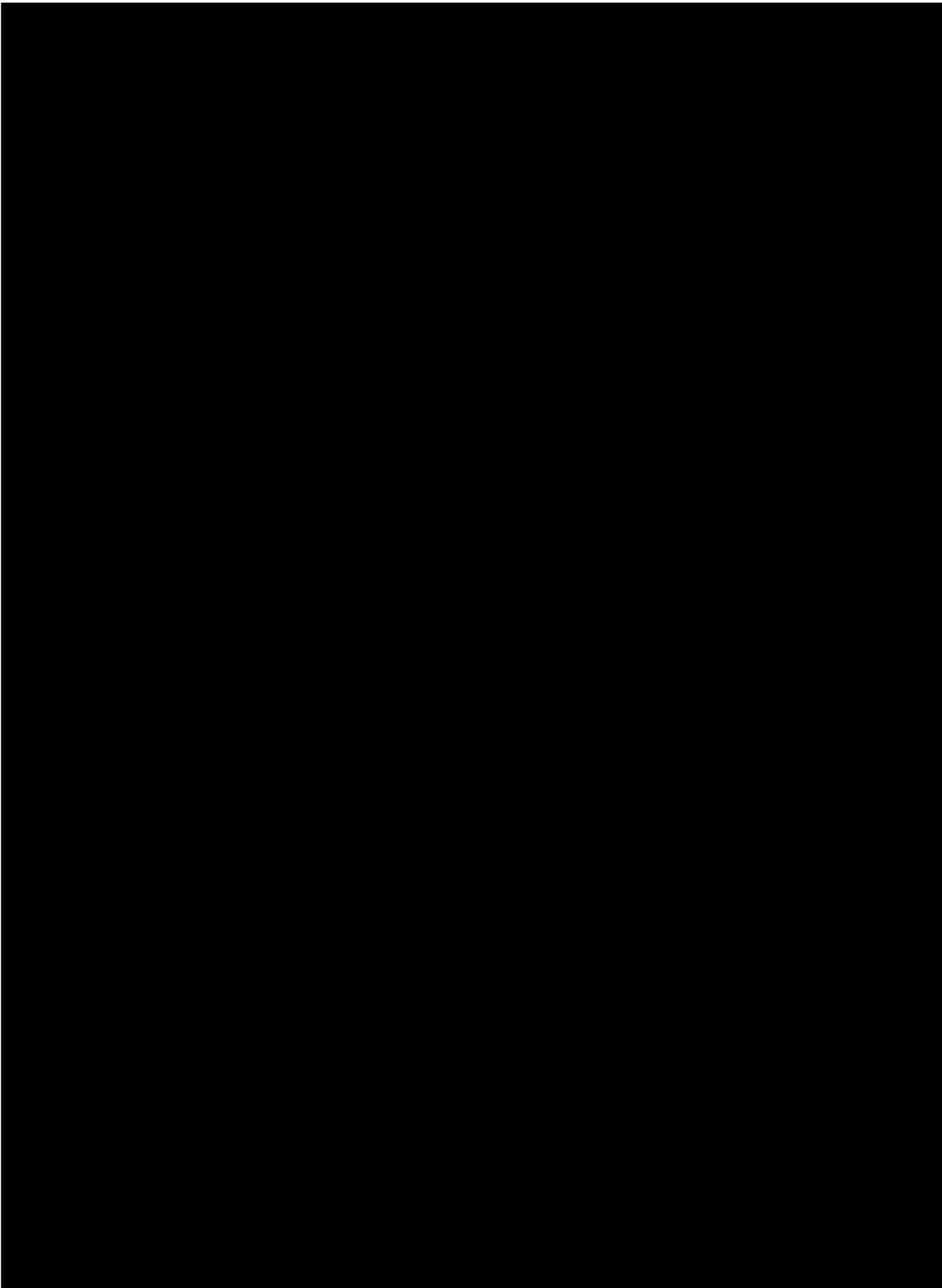
Printed copies of this document are uncontrolled.
Page 19 of 61

MAYOR OF LONDON

Transport for London

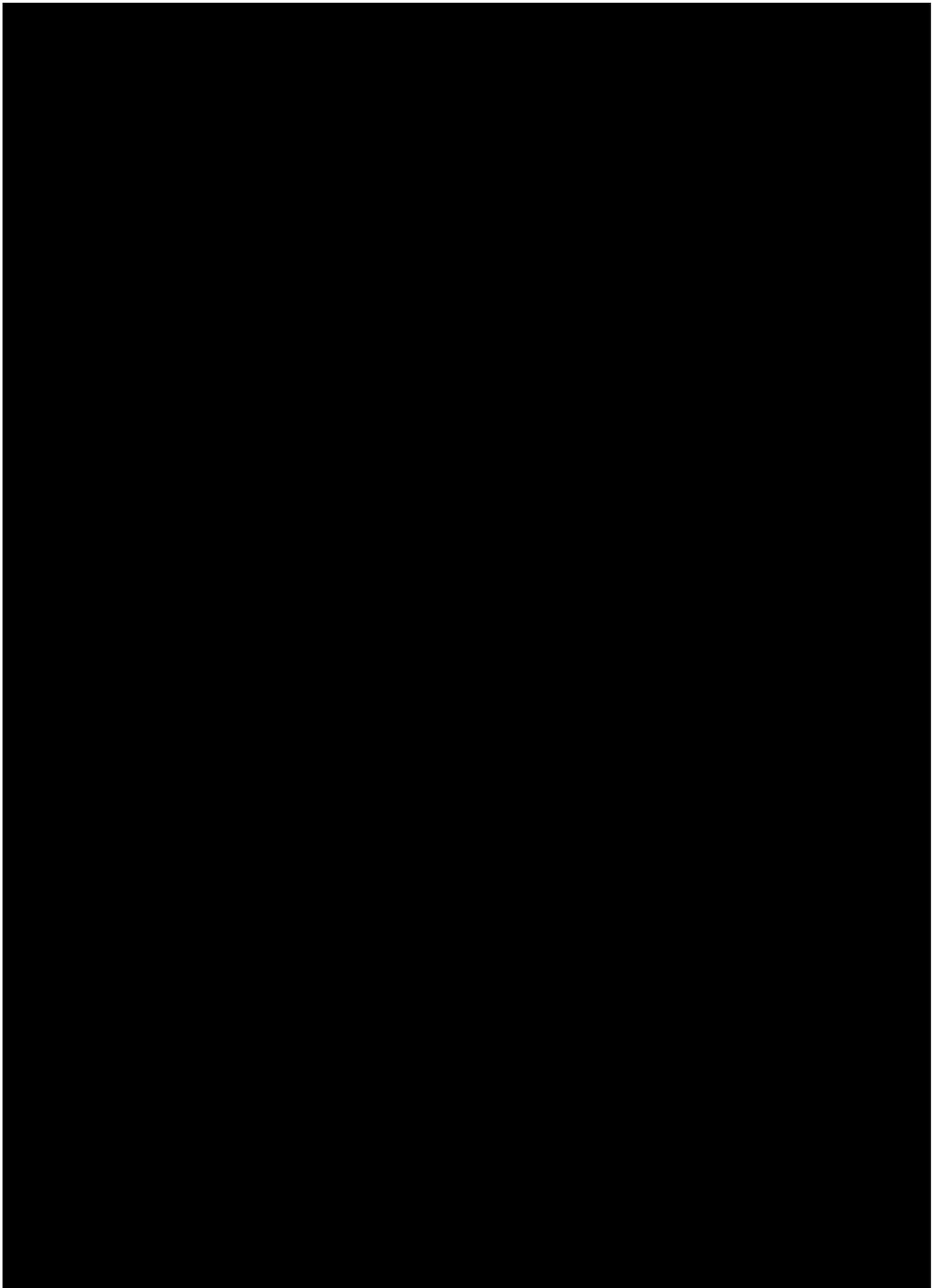


TfL RESTRICTED



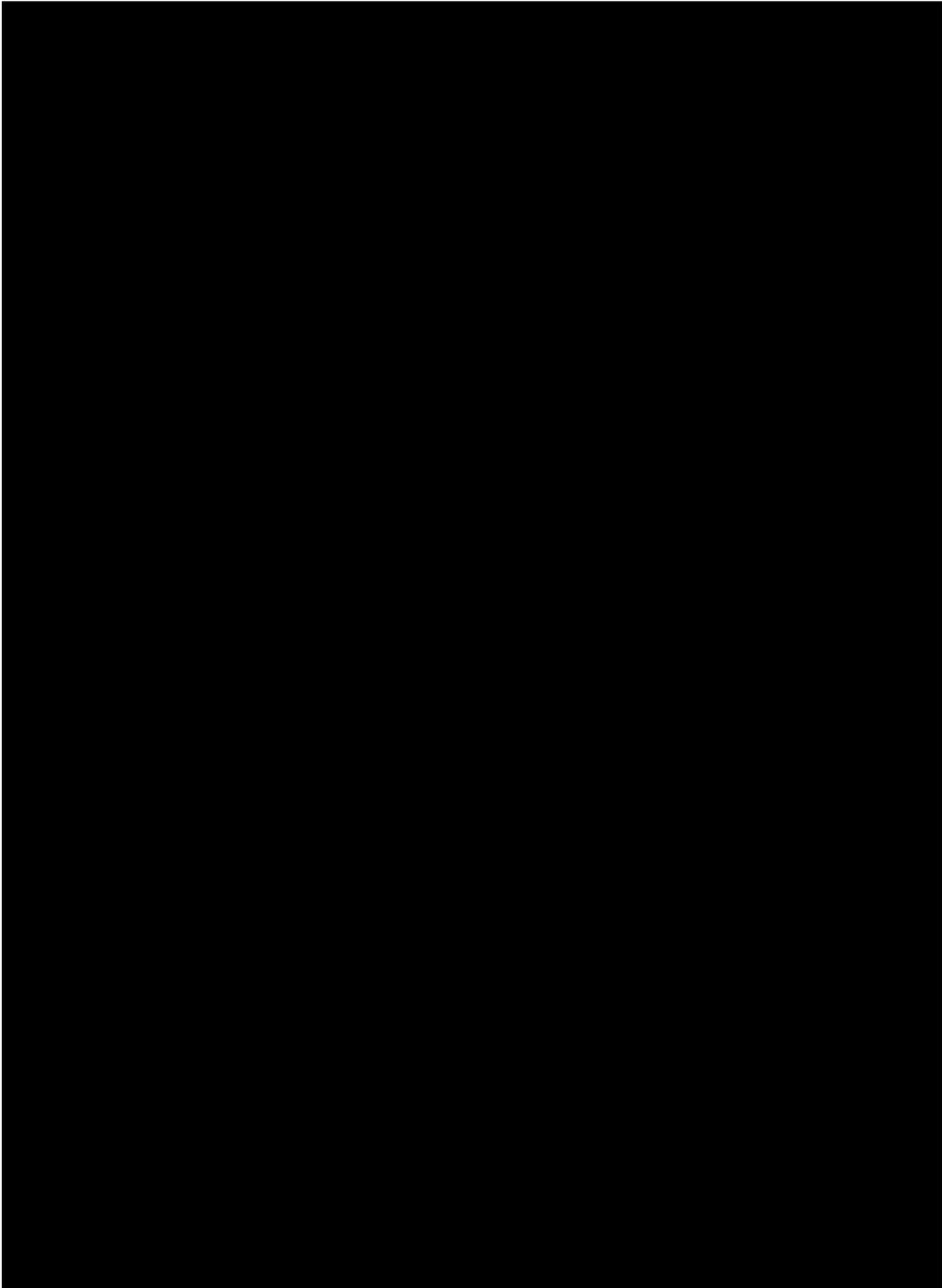
Printed copies of this document are uncontrolled.
Page 20 of 61





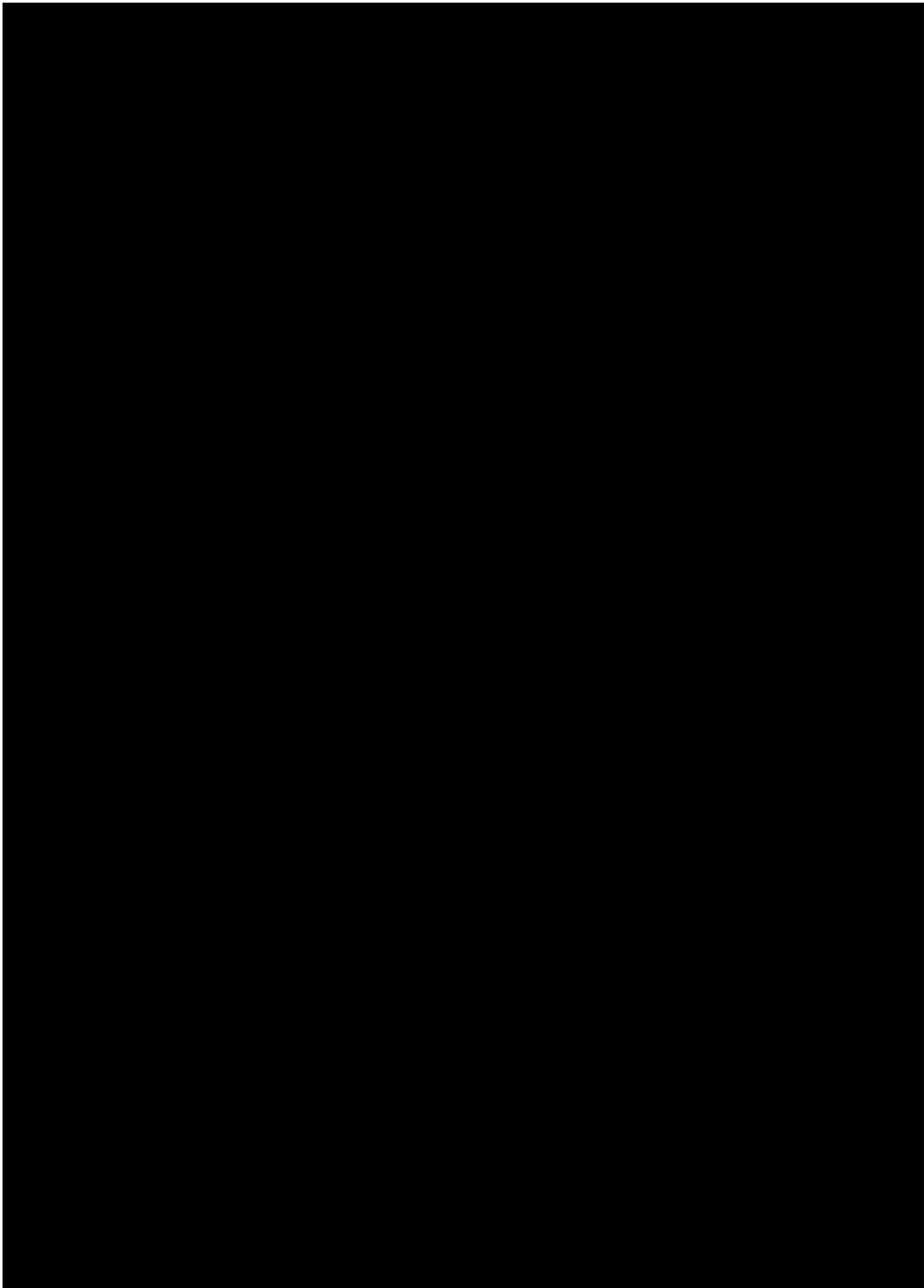
Printed copies of this document are uncontrolled.
Page 21 of 61





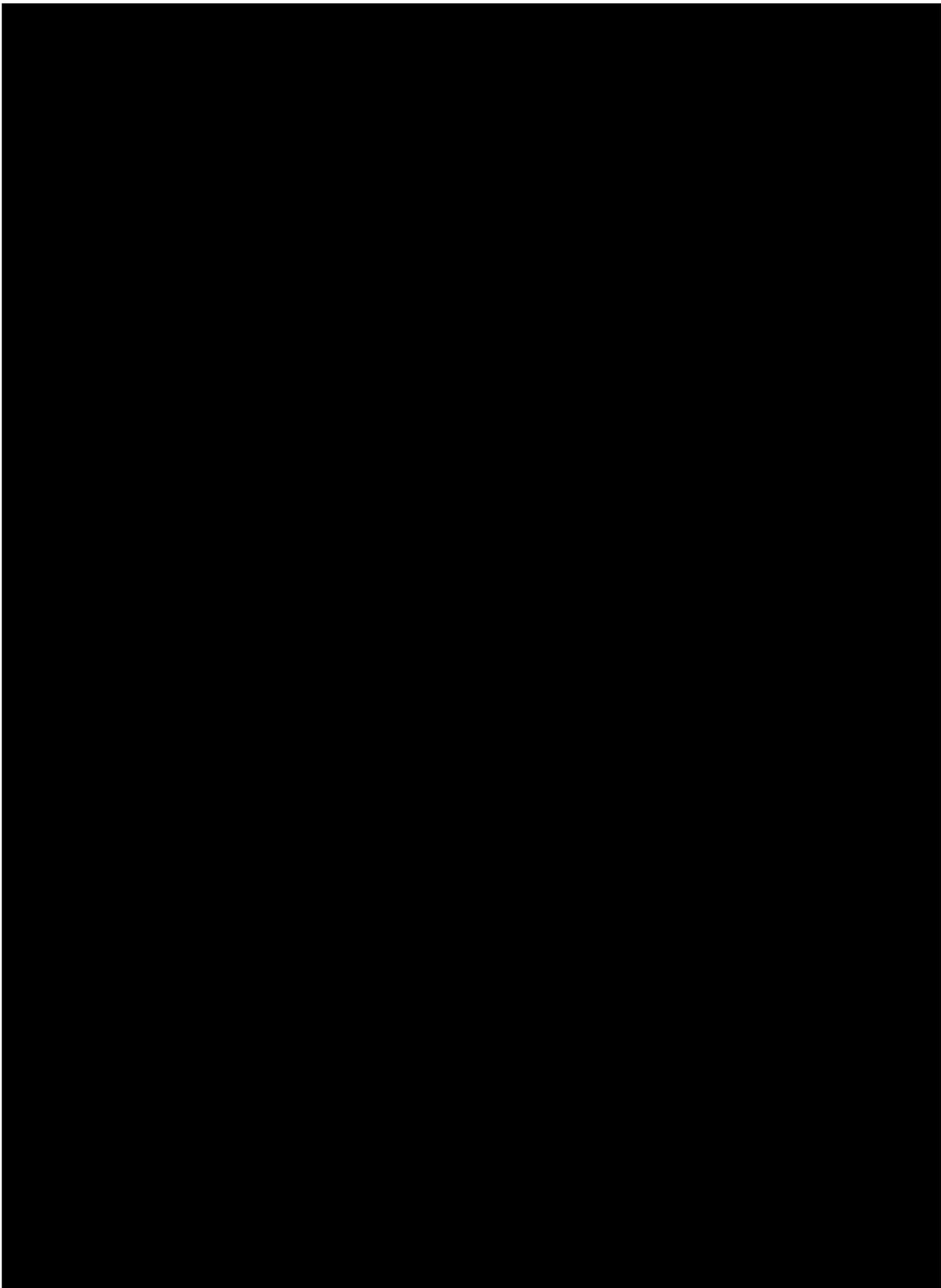
Printed copies of this document are uncontrolled.
Page 22 of 61





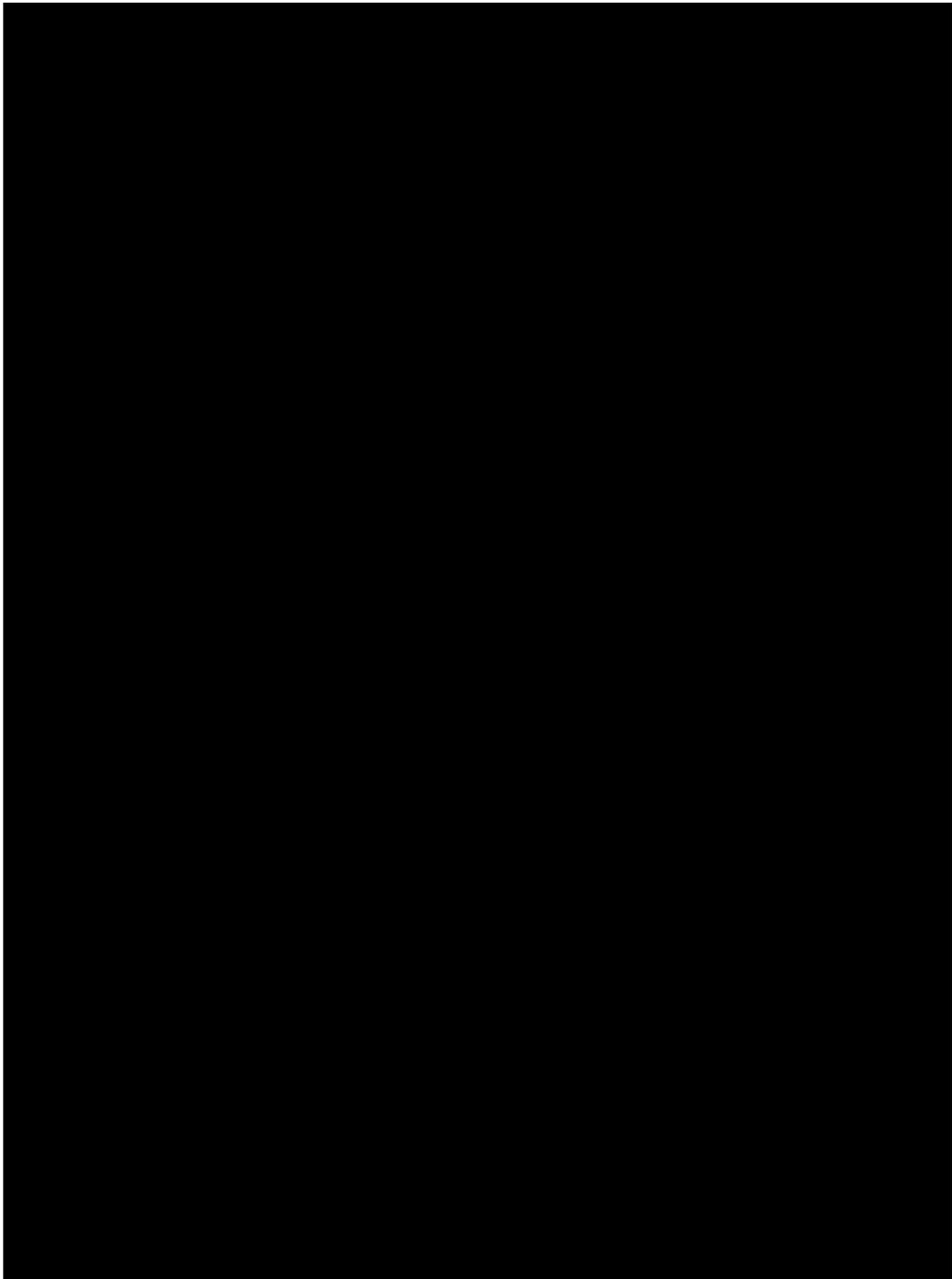
Printed copies of this document are uncontrolled.
Page 23 of 61





Printed copies of this document are uncontrolled.
Page 24 of 61





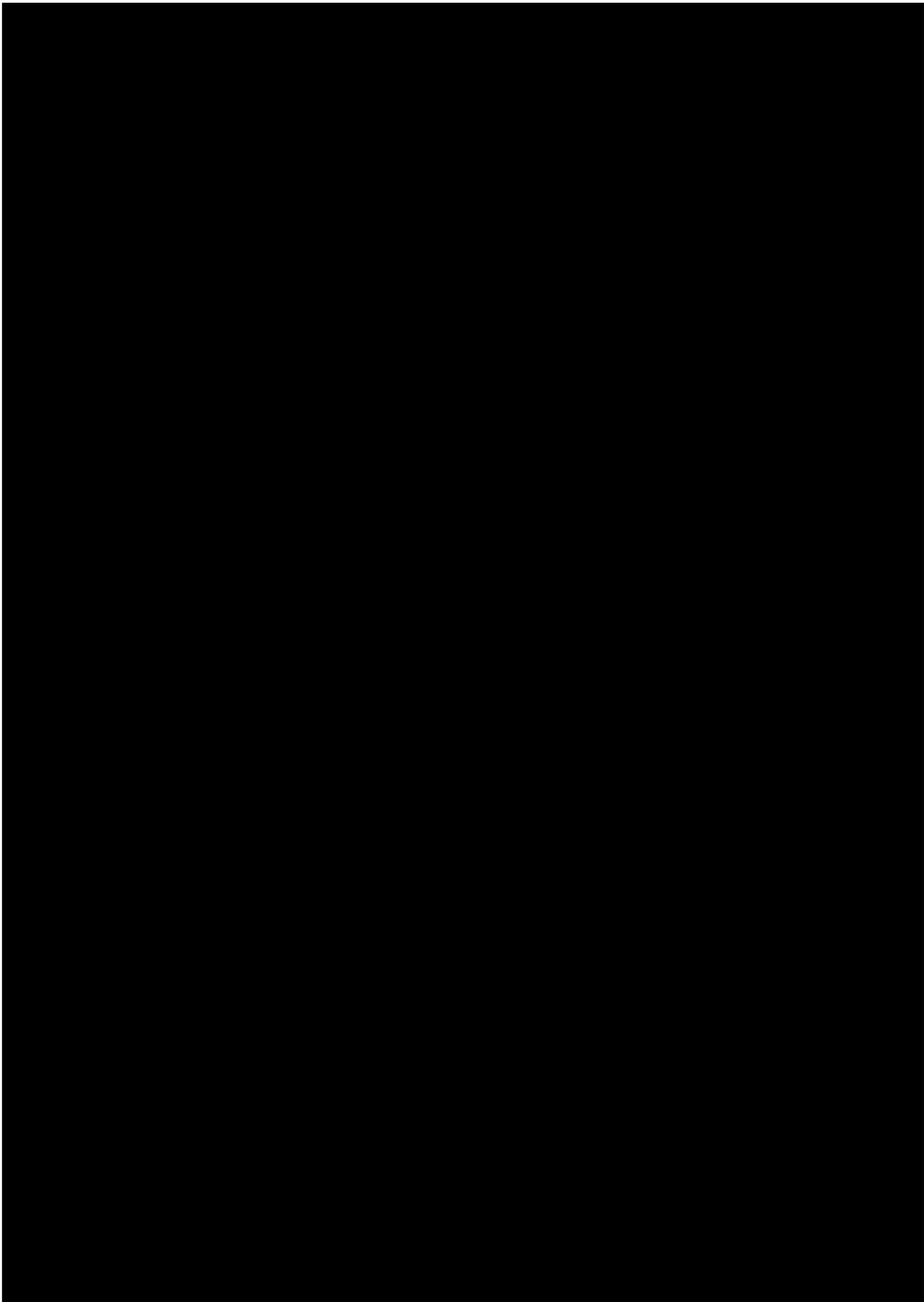
Printed copies of this document are uncontrolled.
Page 25 of 61

MAYOR OF LONDON

Transport for London

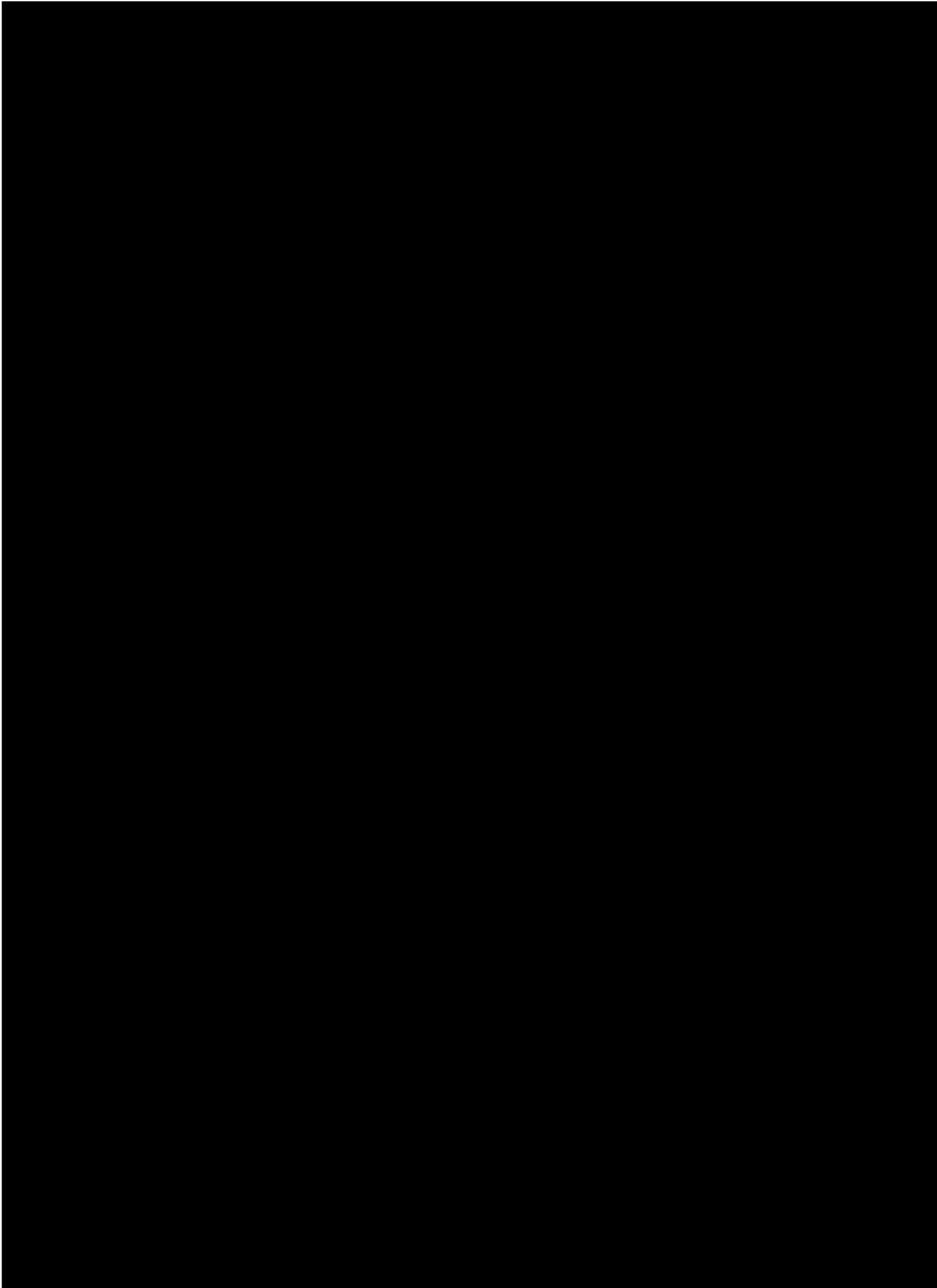


TfL RESTRICTED



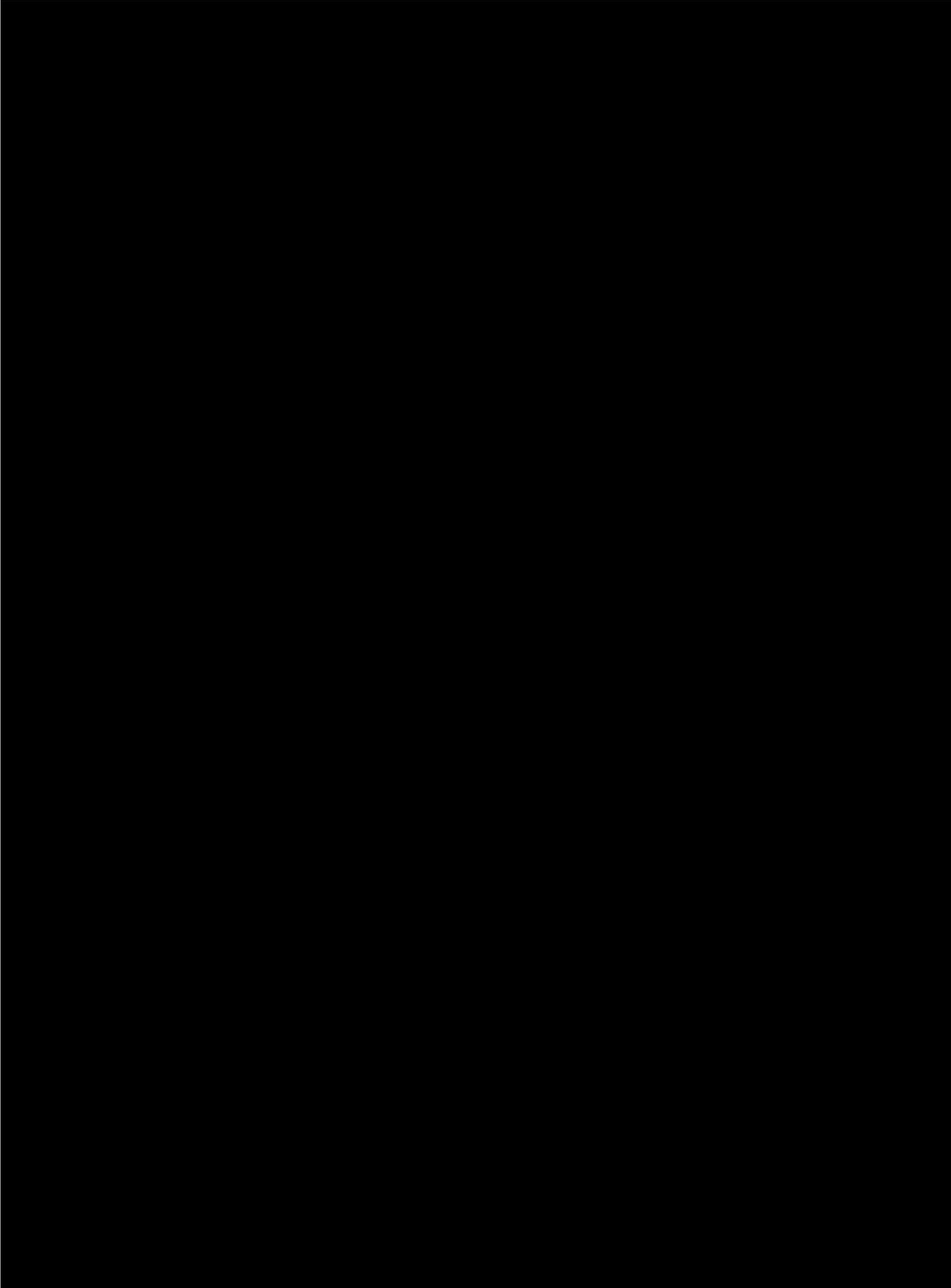
Printed copies of this document are uncontrolled.
Page 26 of 61





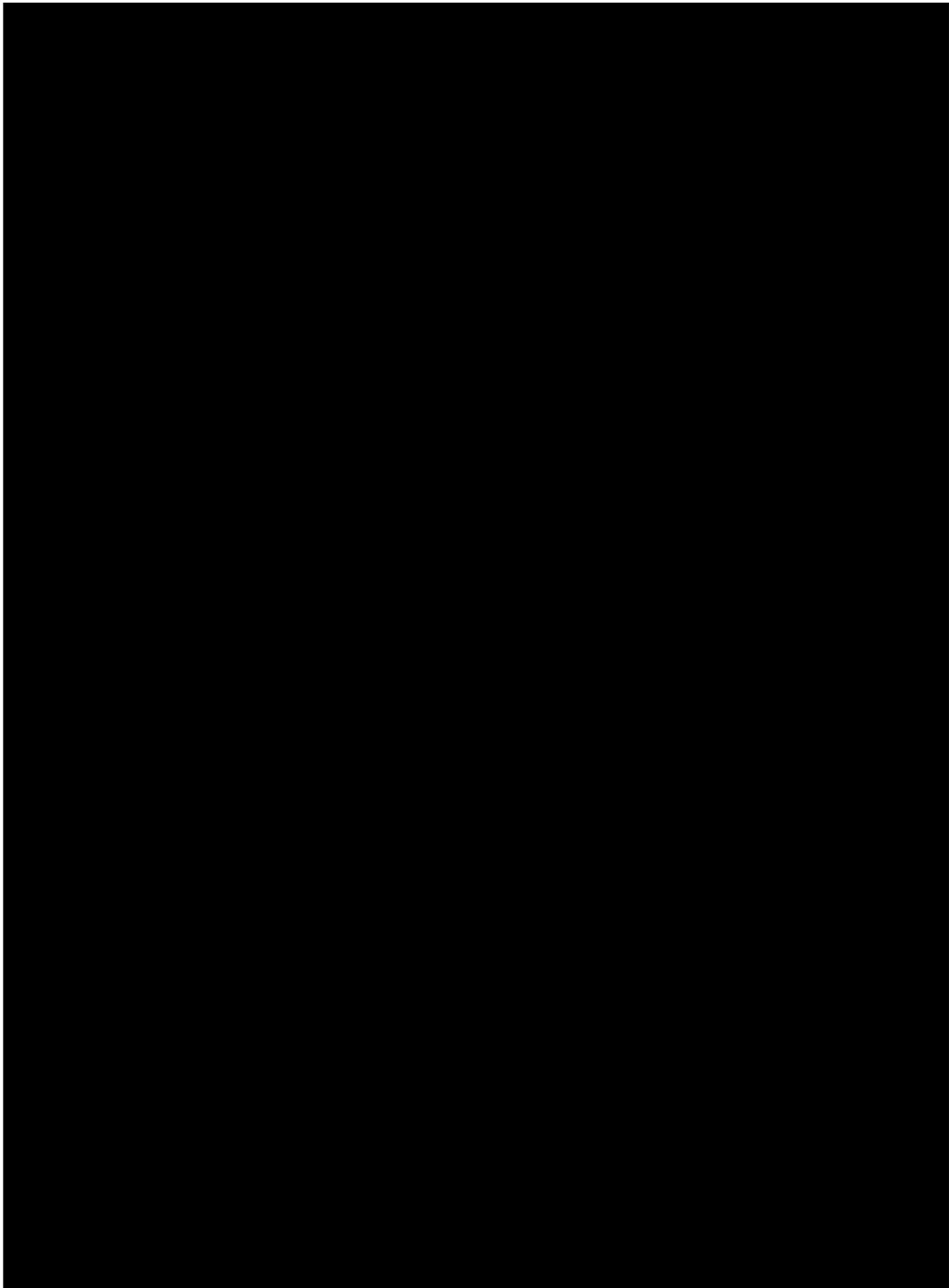
Printed copies of this document are uncontrolled.
Page 27 of 61





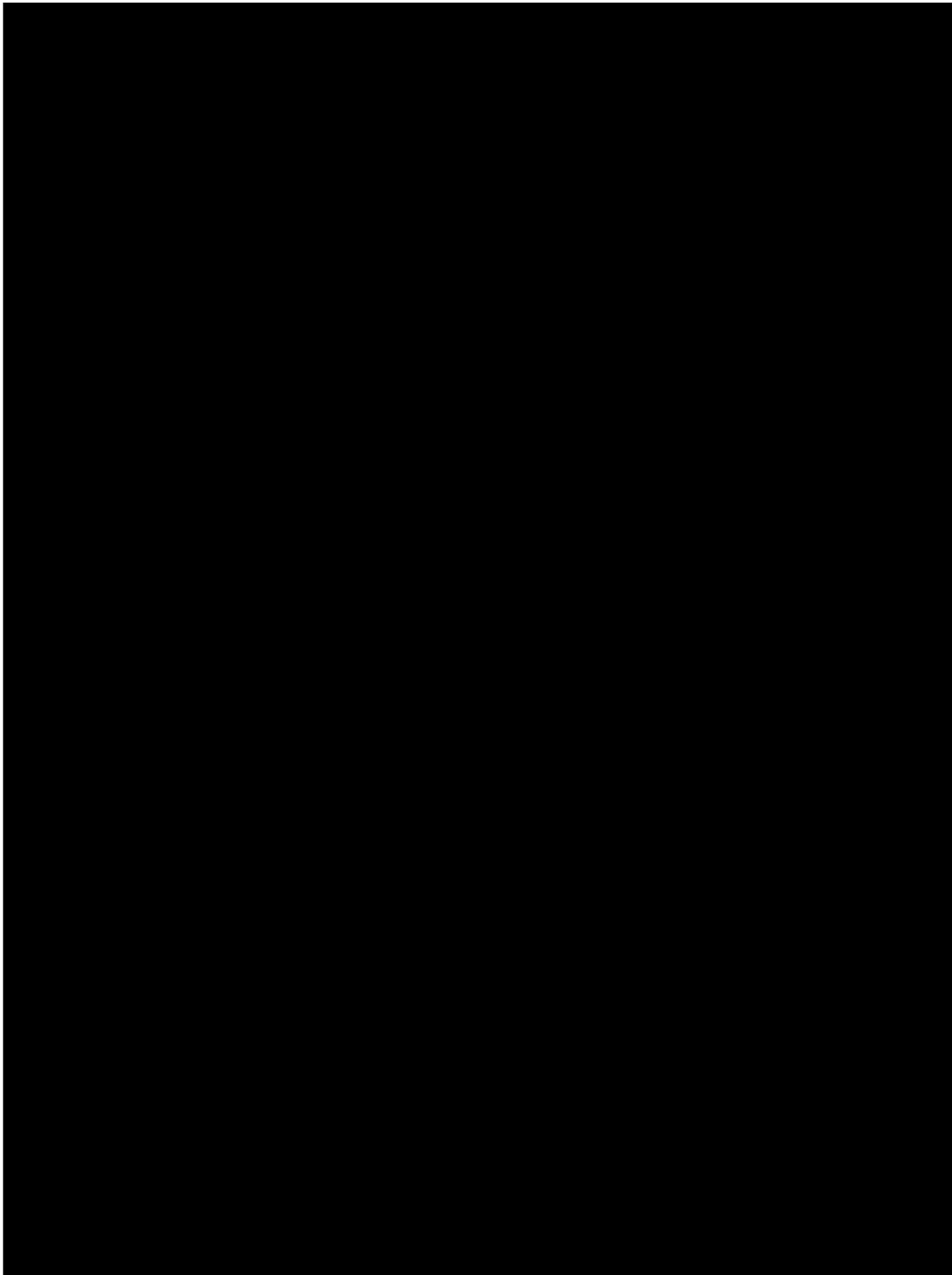
Printed copies of this document are uncontrolled.
Page 28 of 61





Printed copies of this document are uncontrolled.
Page 29 of 61





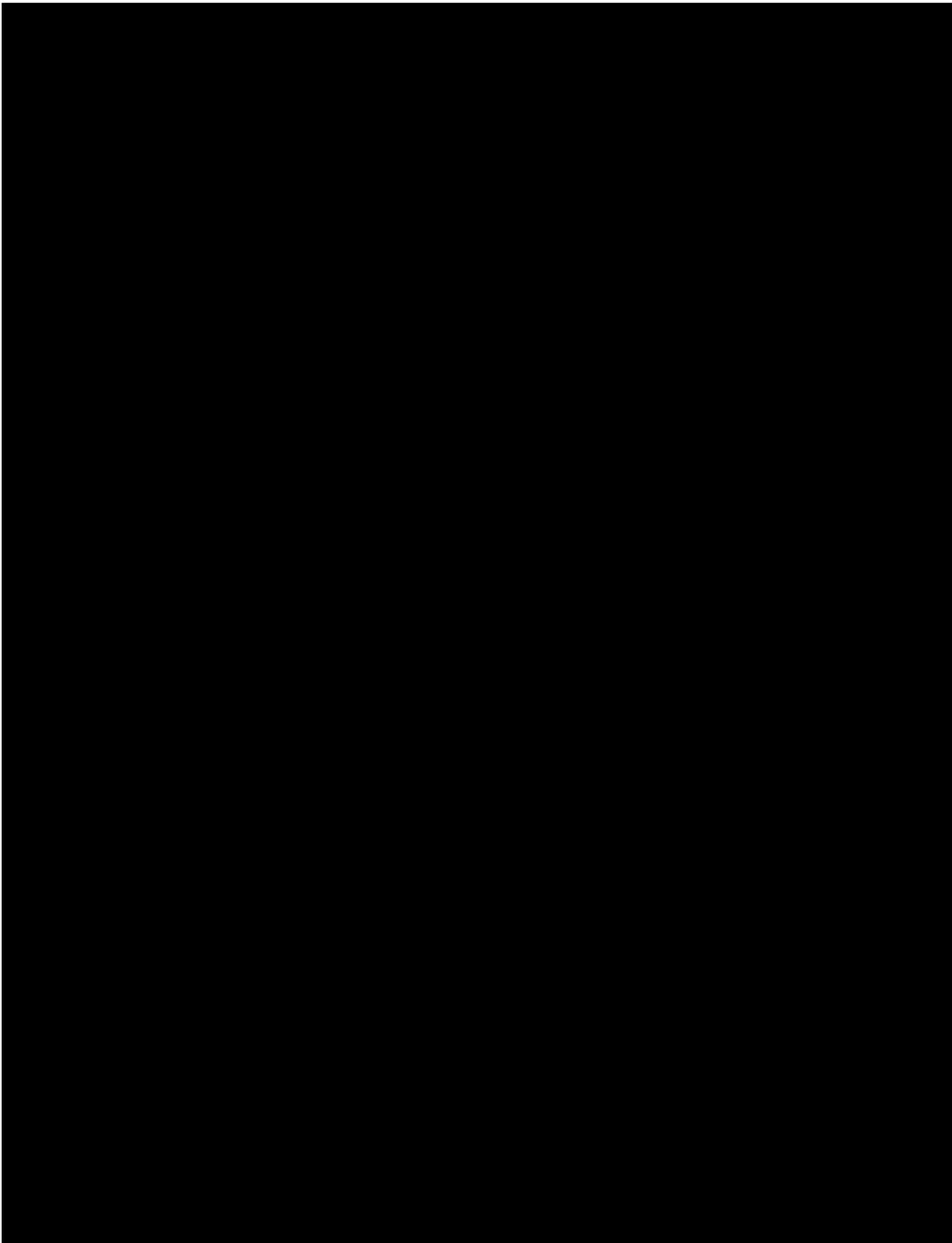
Printed copies of this document are uncontrolled.
Page 30 of 61

MAYOR OF LONDON

Transport for London



TfL RESTRICTED



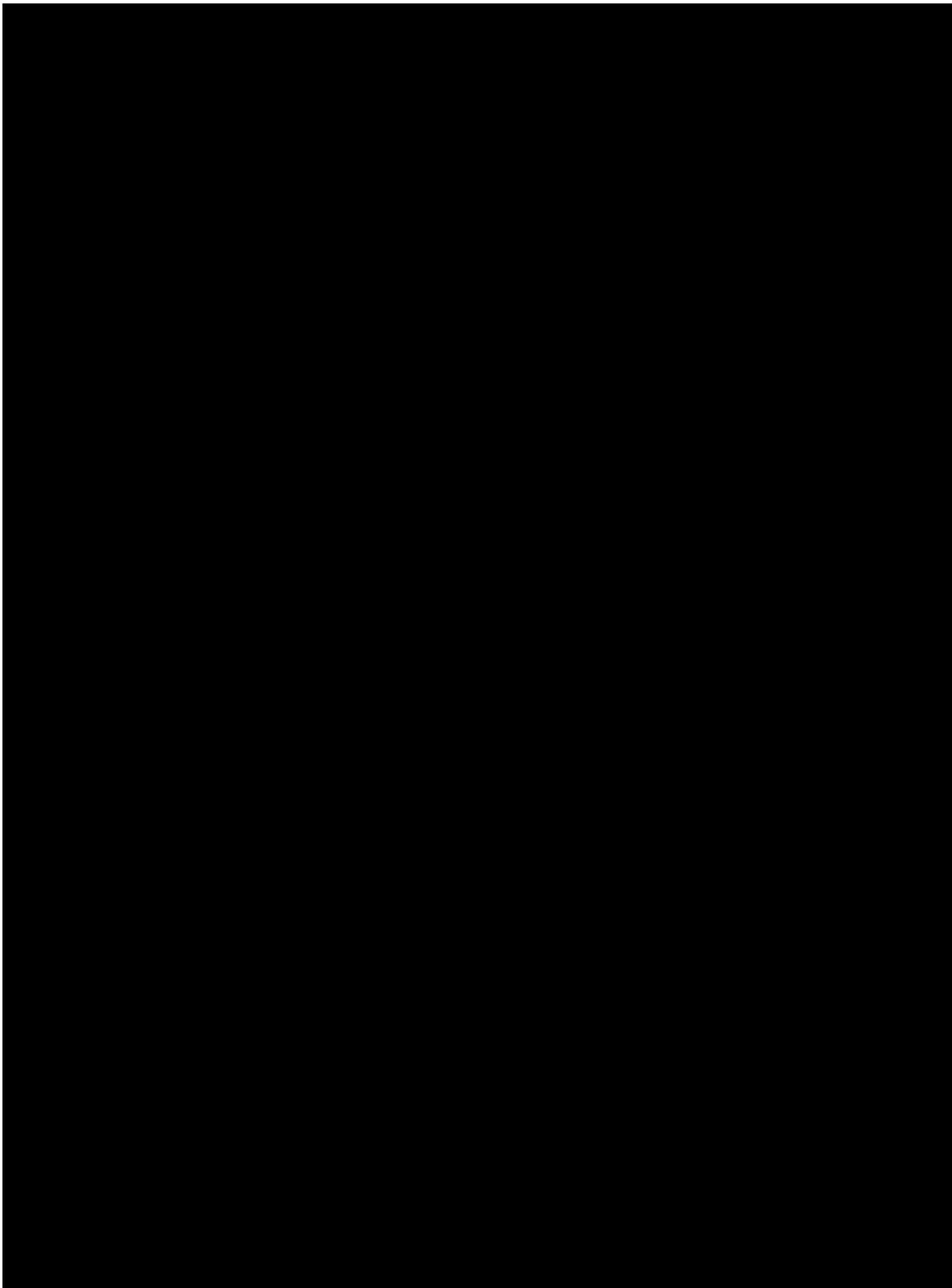
Printed copies of this document are uncontrolled.
Page 31 of 61

MAYOR OF LONDON

Transport for London

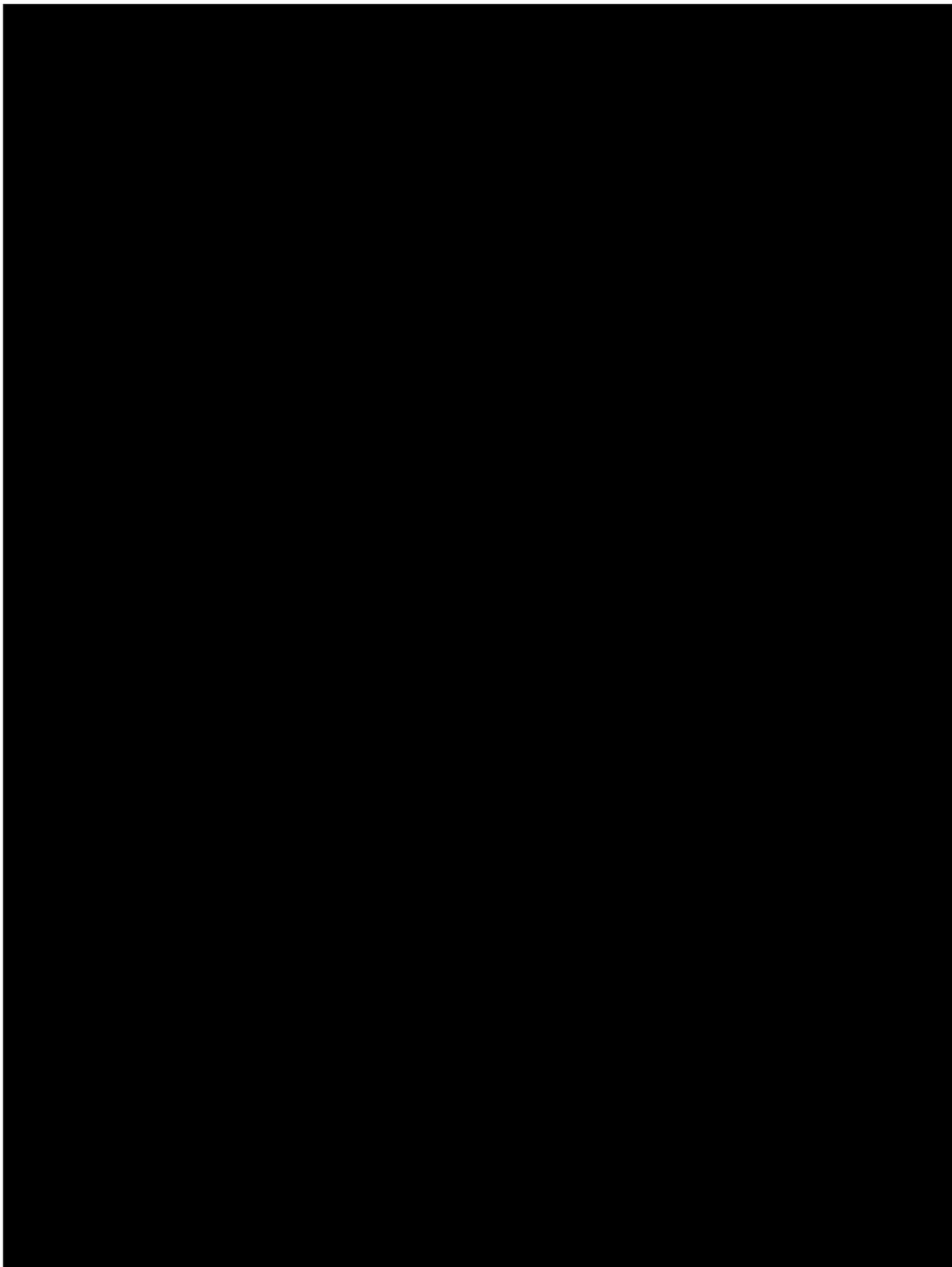


TfL RESTRICTED



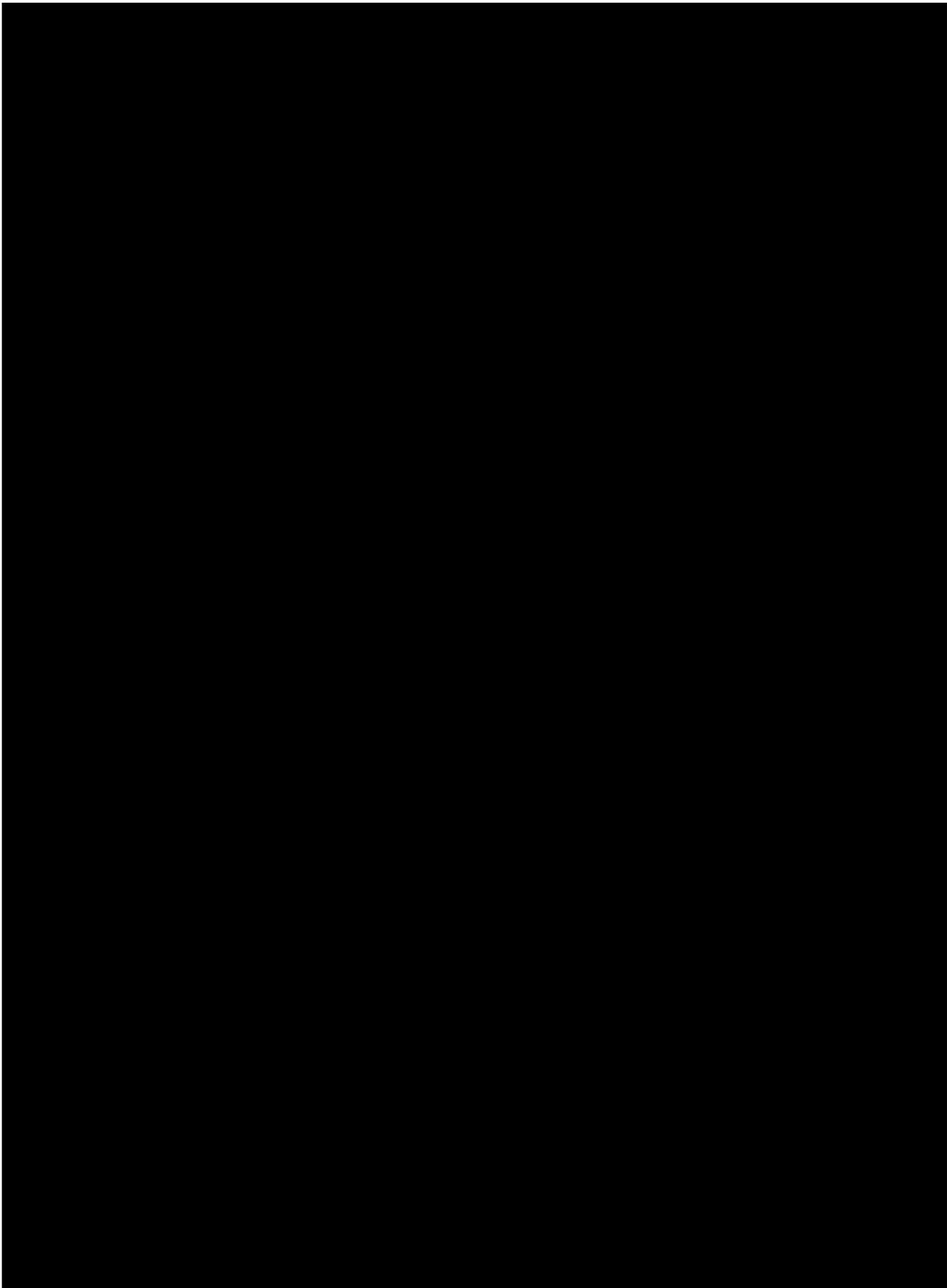
Printed copies of this document are uncontrolled.
Page 32 of 61





Printed copies of this document are uncontrolled.
Page 33 of 61





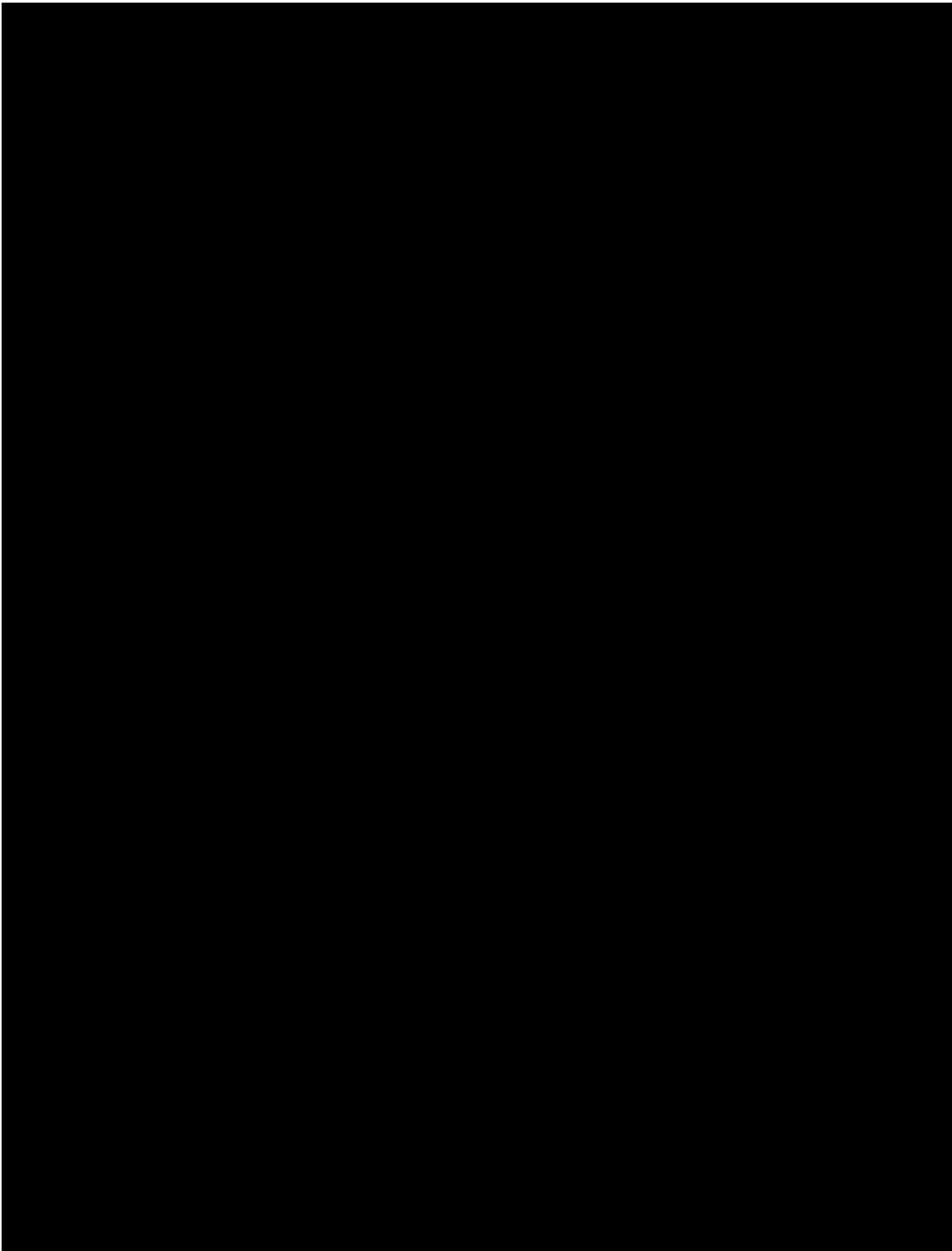
Printed copies of this document are uncontrolled.
Page 34 of 61

MAYOR OF LONDON

Transport for London



TfL RESTRICTED



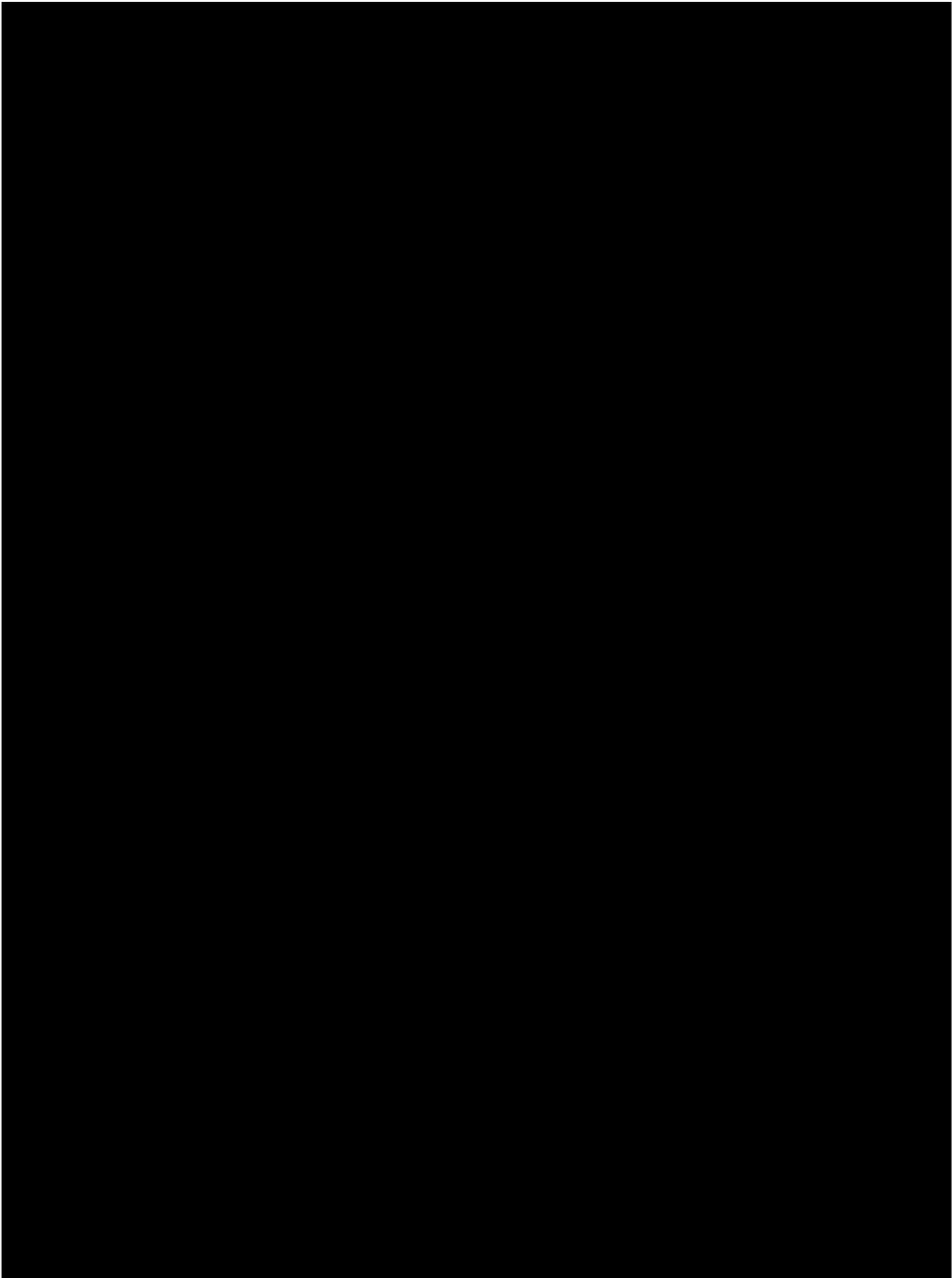
Printed copies of this document are uncontrolled.
Page 35 of 61

MAYOR OF LONDON

Transport for London



TfL RESTRICTED



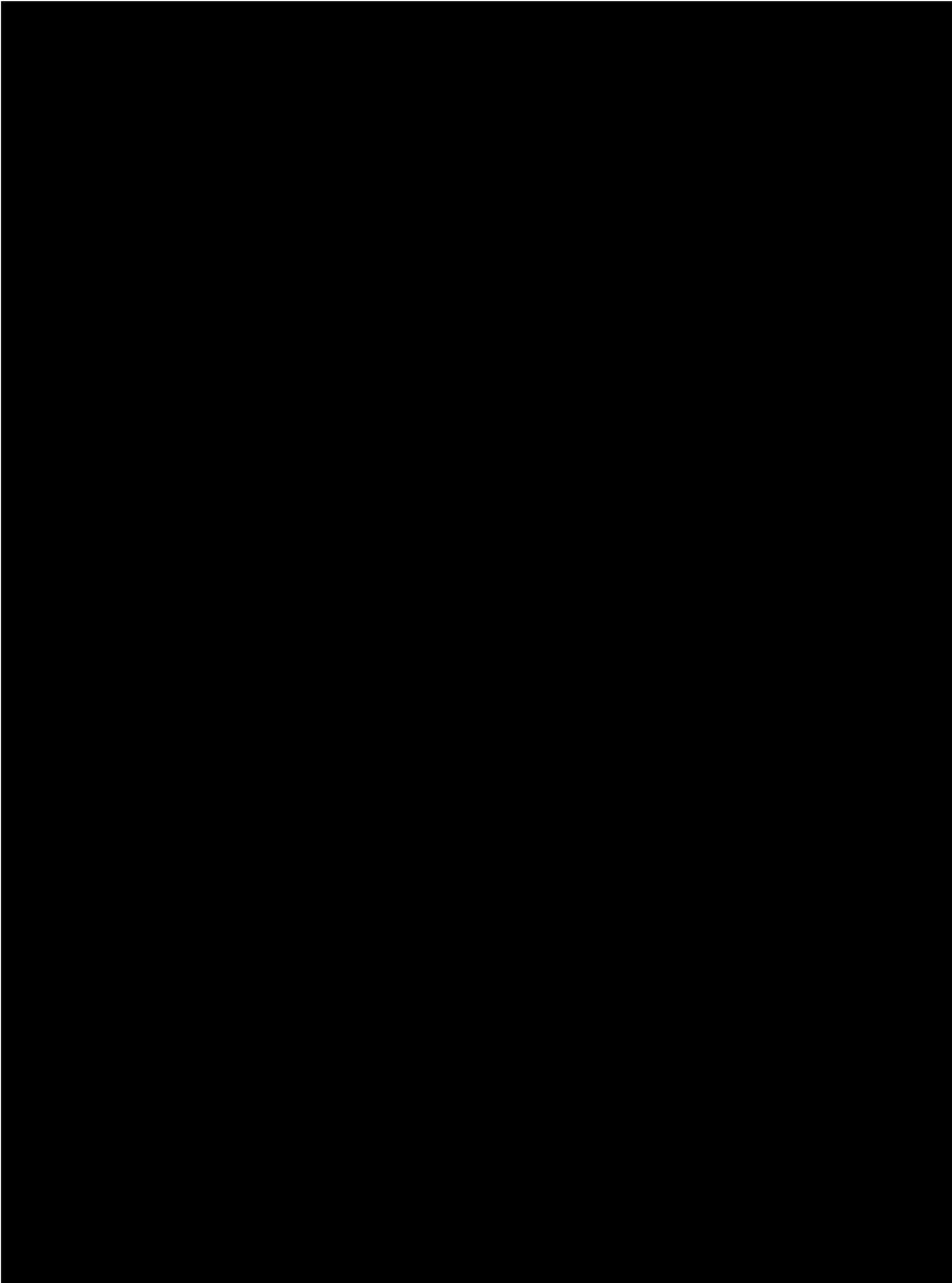
Printed copies of this document are uncontrolled.
Page 36 of 61

MAYOR OF LONDON

Transport for London

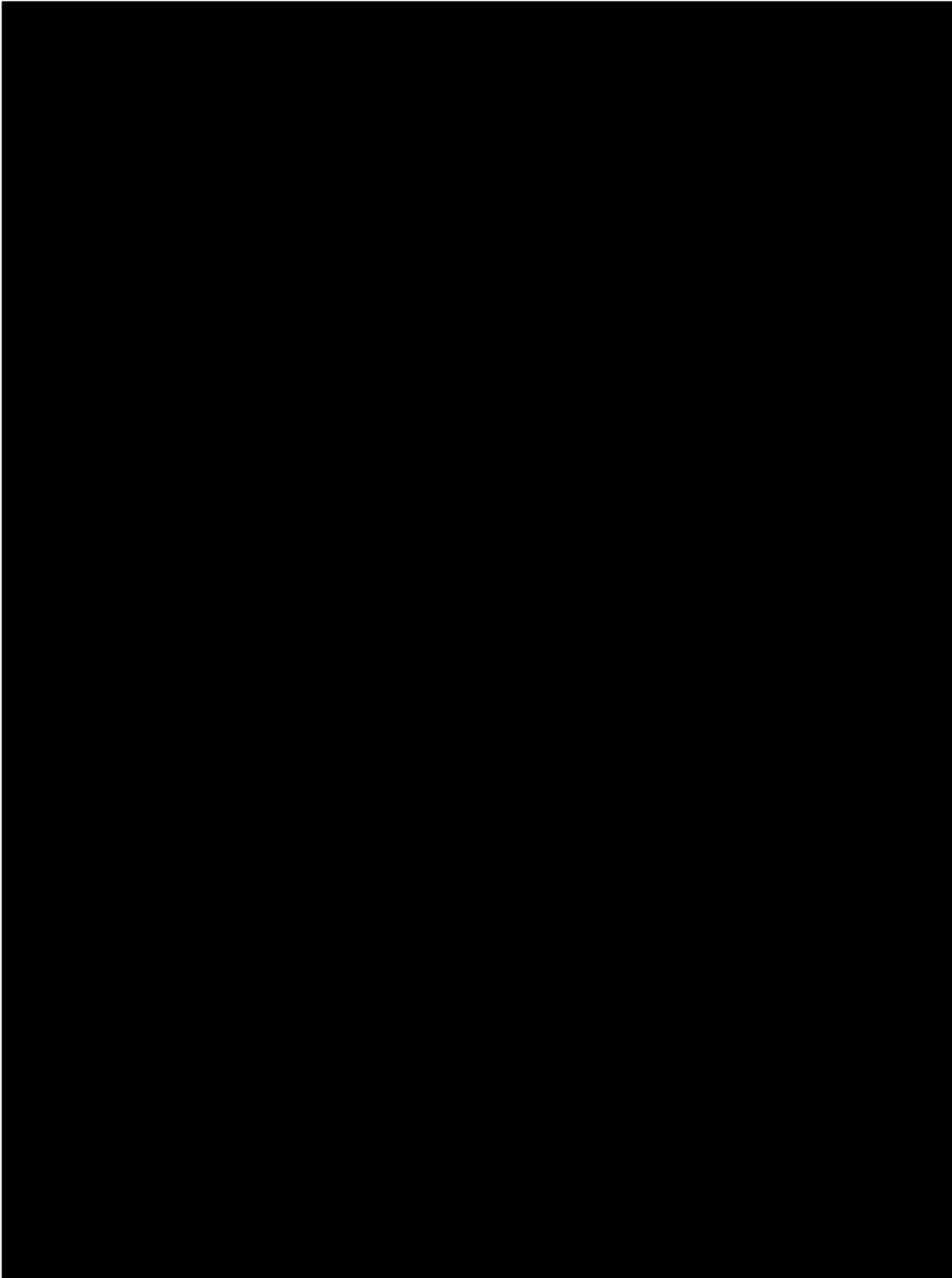


TfL RESTRICTED



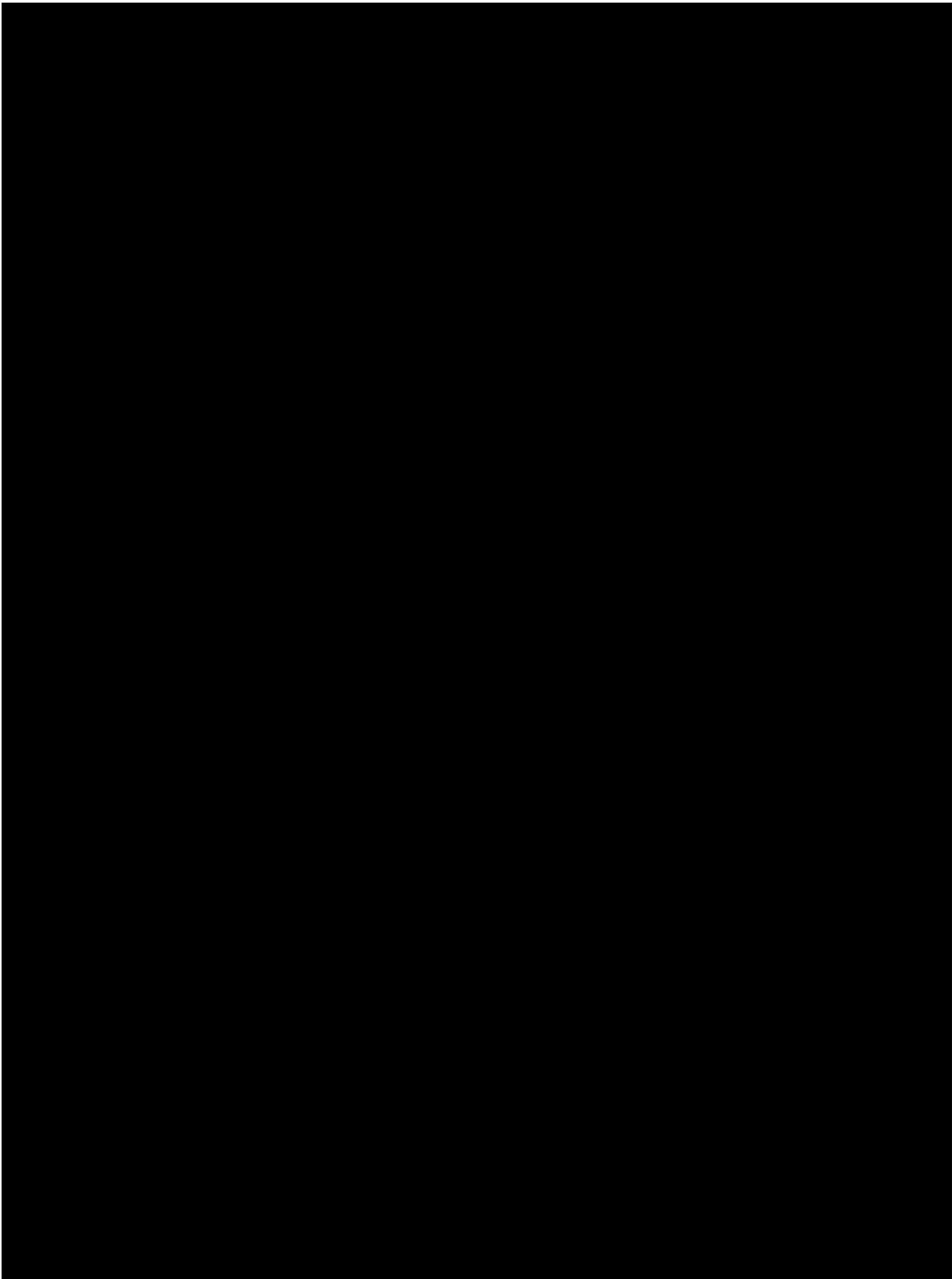
Printed copies of this document are uncontrolled.
Page 37 of 61





Printed copies of this document are uncontrolled.
Page 38 of 61





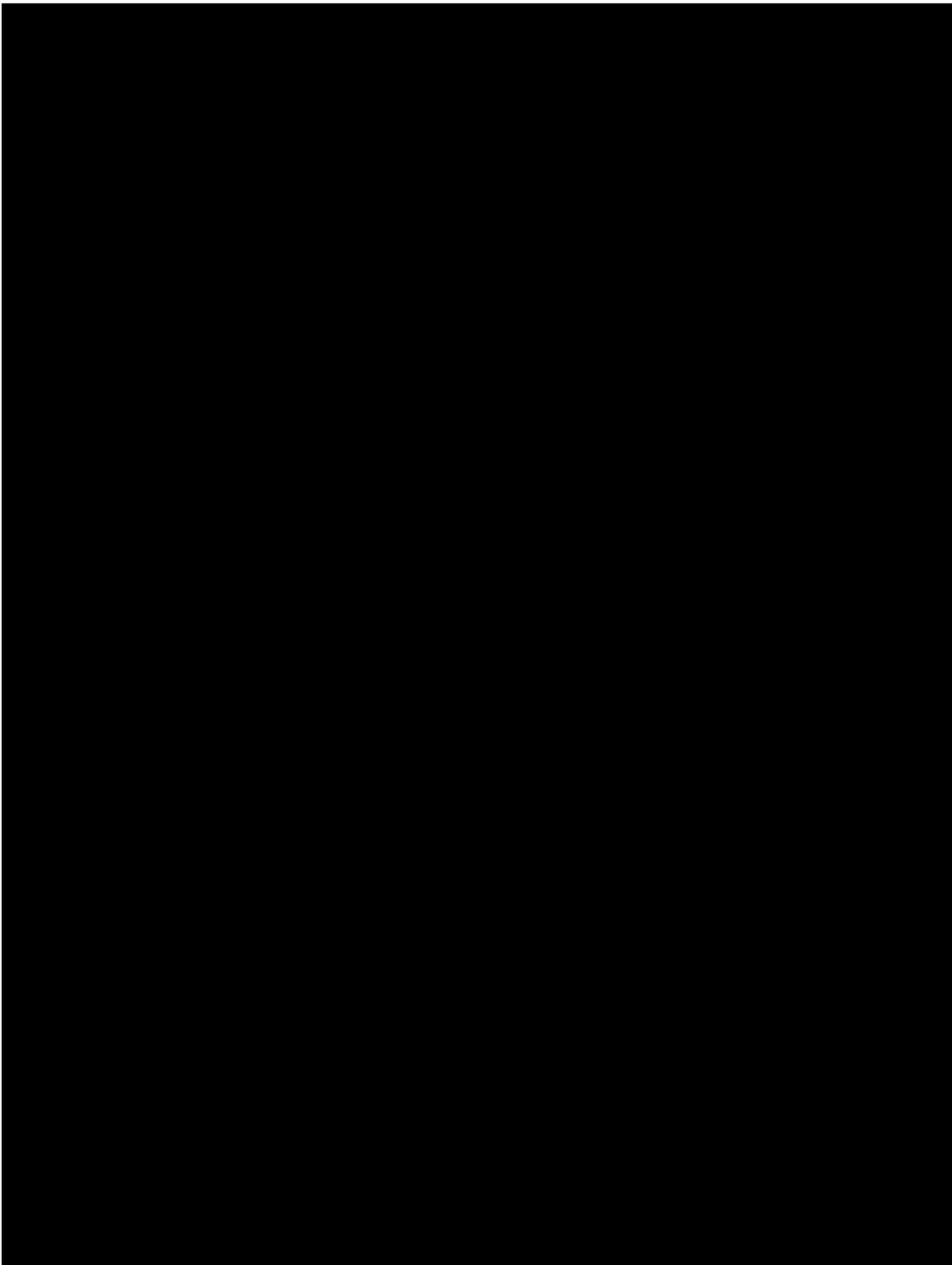
Printed copies of this document are uncontrolled.
Page 39 of 61

MAYOR OF LONDON

Transport for London



TfL RESTRICTED



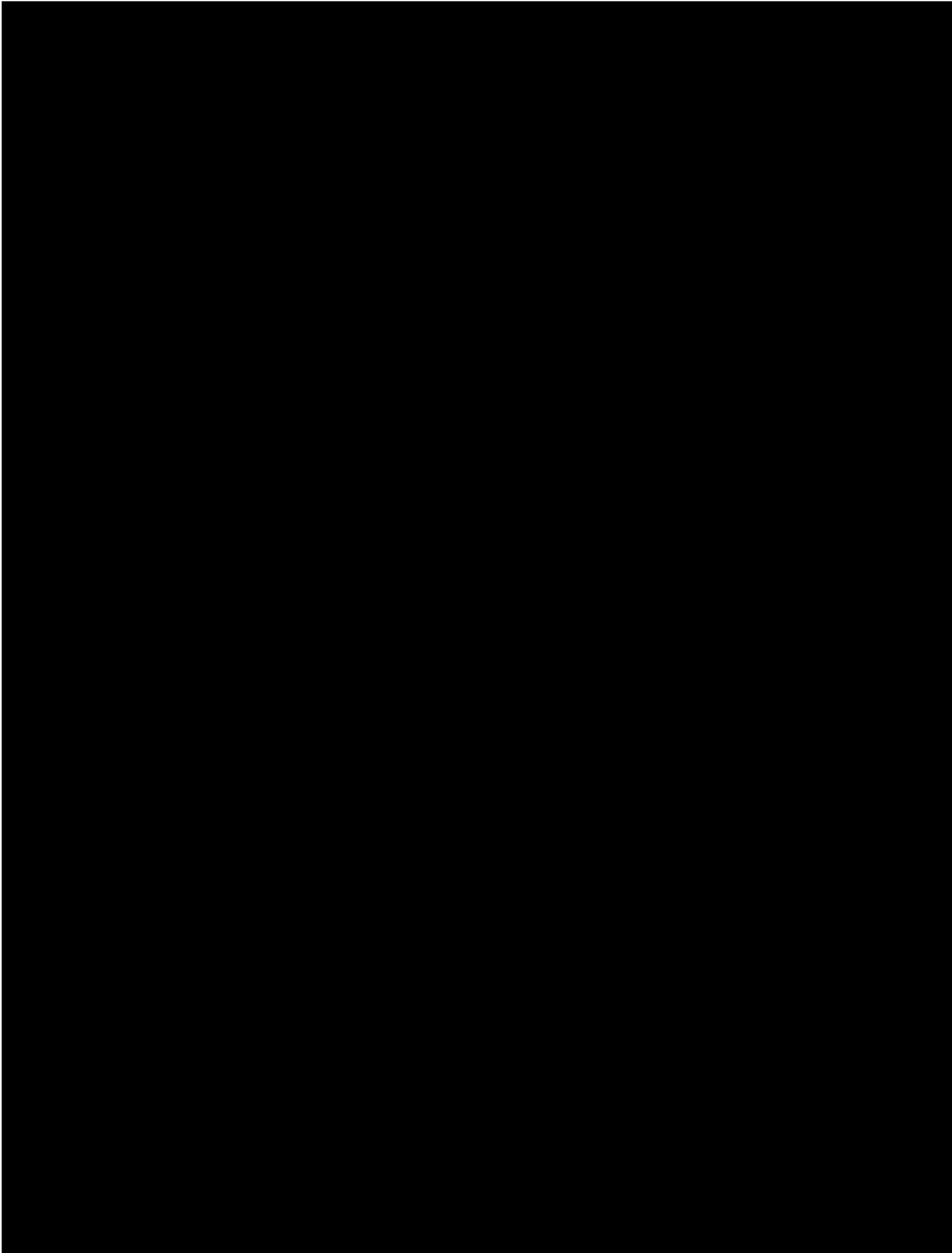
Printed copies of this document are uncontrolled.
Page 40 of 61

MAYOR OF LONDON

Transport for London

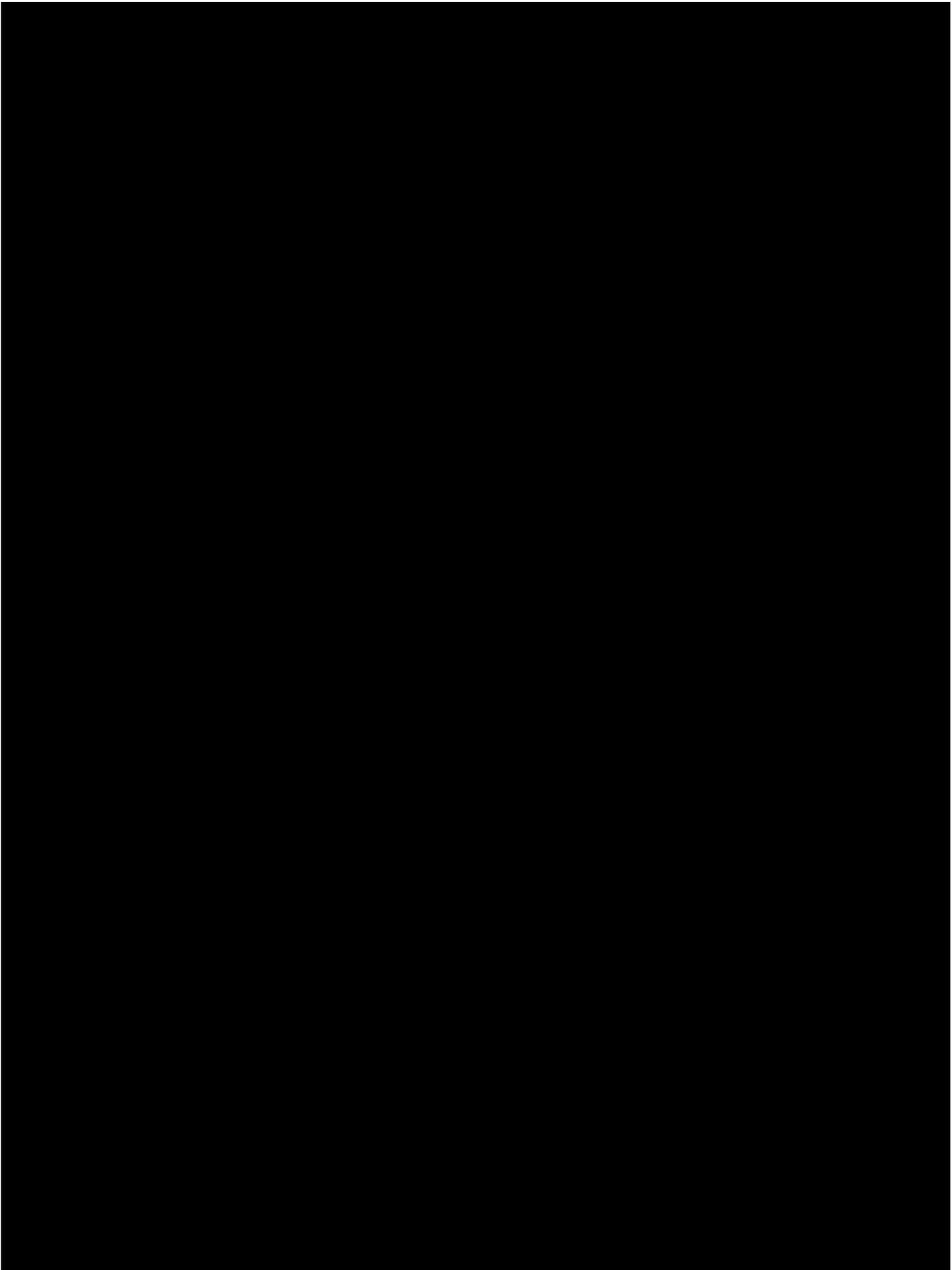


TfL RESTRICTED



Printed copies of this document are uncontrolled.
Page 41 of 61





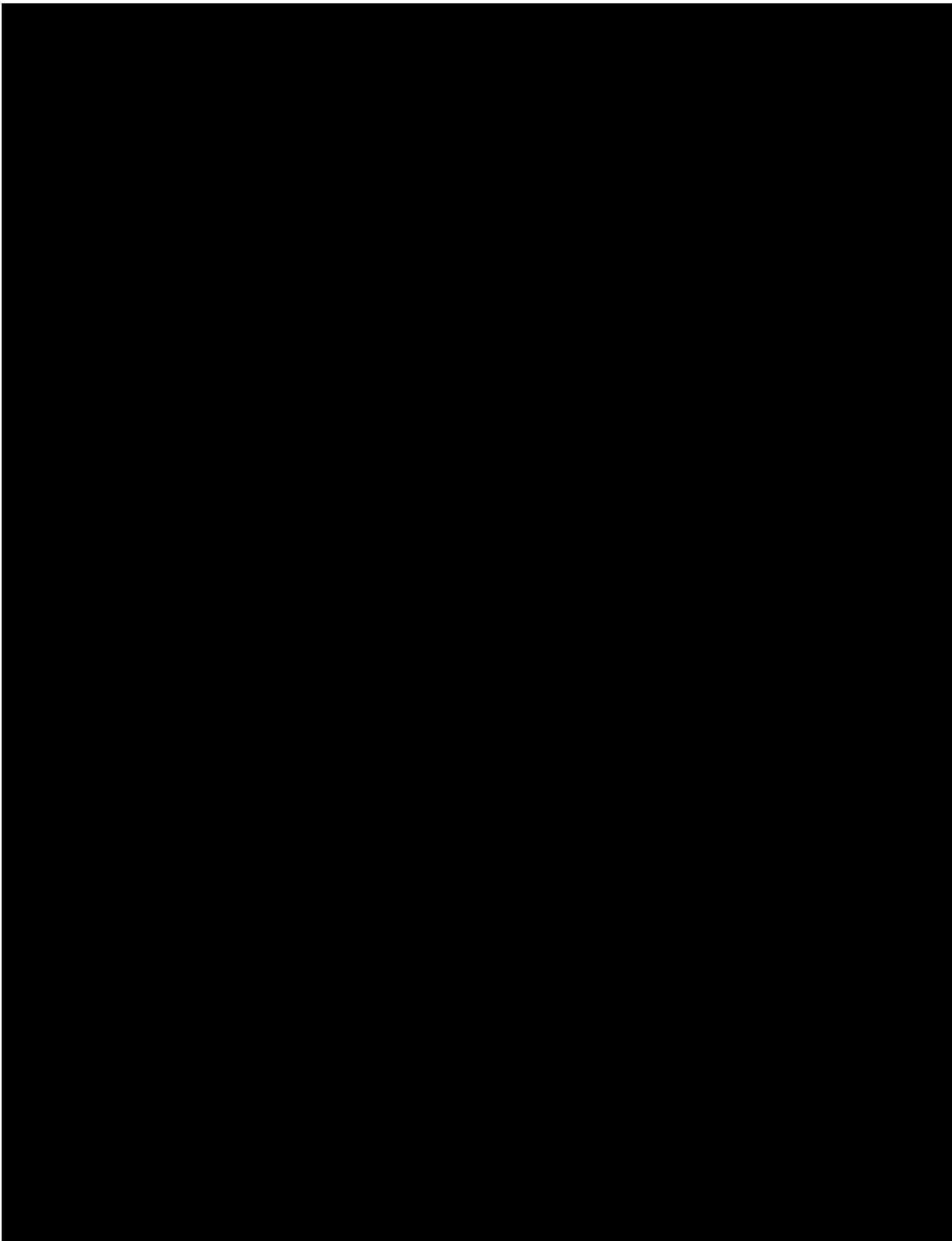
Printed copies of this document are uncontrolled.
Page 42 of 61

MAYOR OF LONDON

Transport for London



TfL RESTRICTED



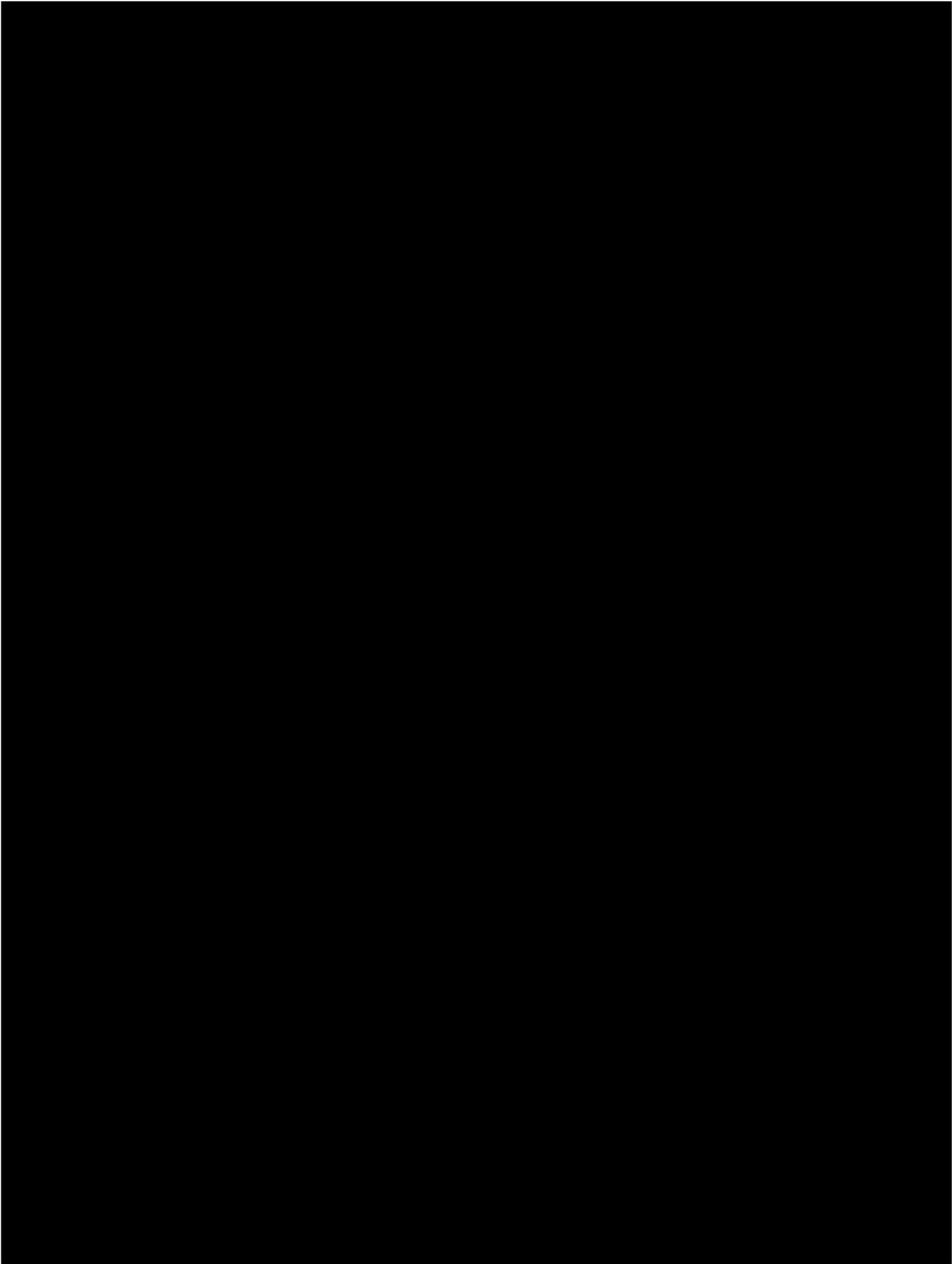
Printed copies of this document are uncontrolled.
Page 43 of 61

MAYOR OF LONDON

Transport for London



TfL RESTRICTED



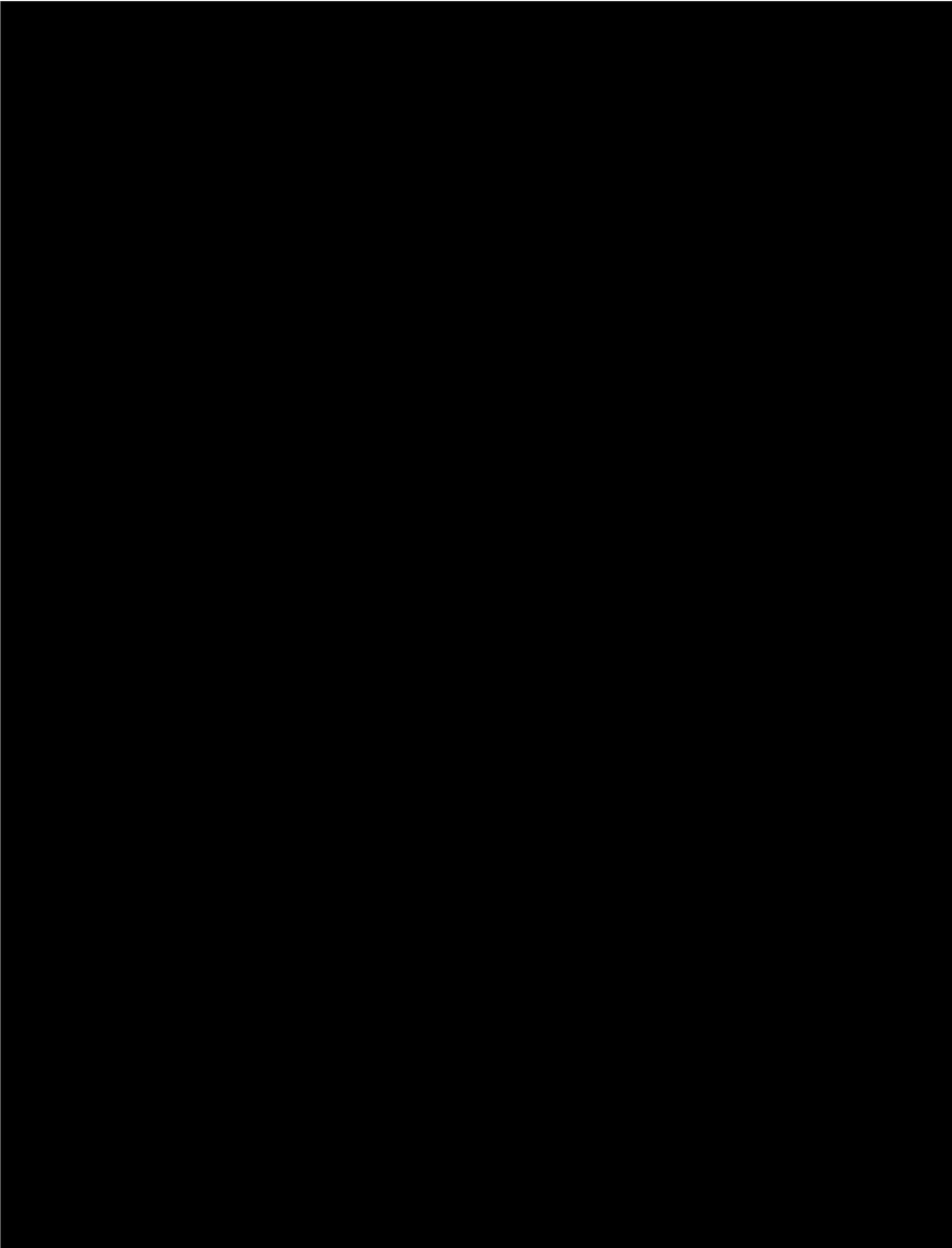
Printed copies of this document are uncontrolled.
Page 44 of 61

MAYOR OF LONDON

Transport for London

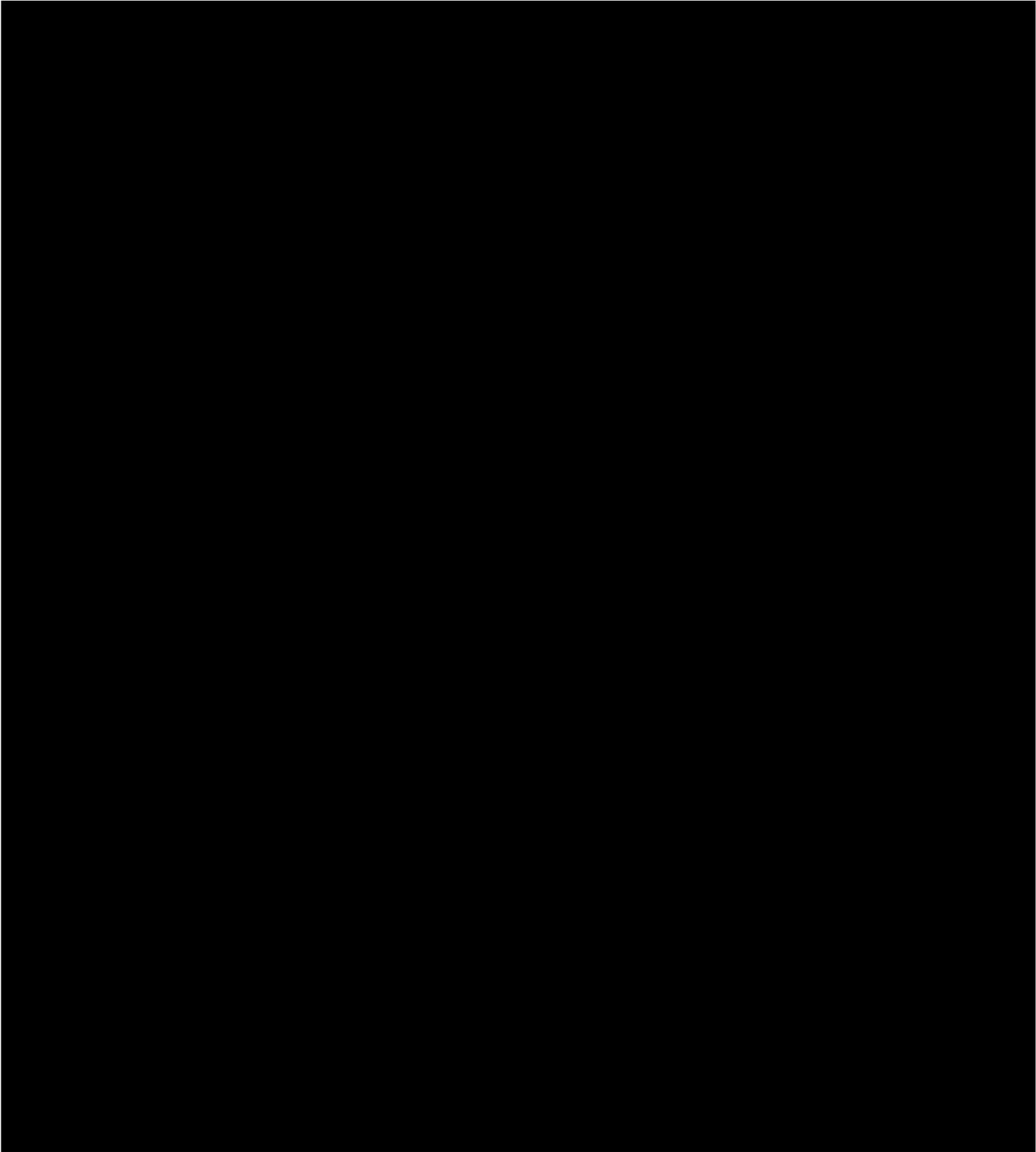


TfL RESTRICTED



Printed copies of this document are uncontrolled.
Page 45 of 61





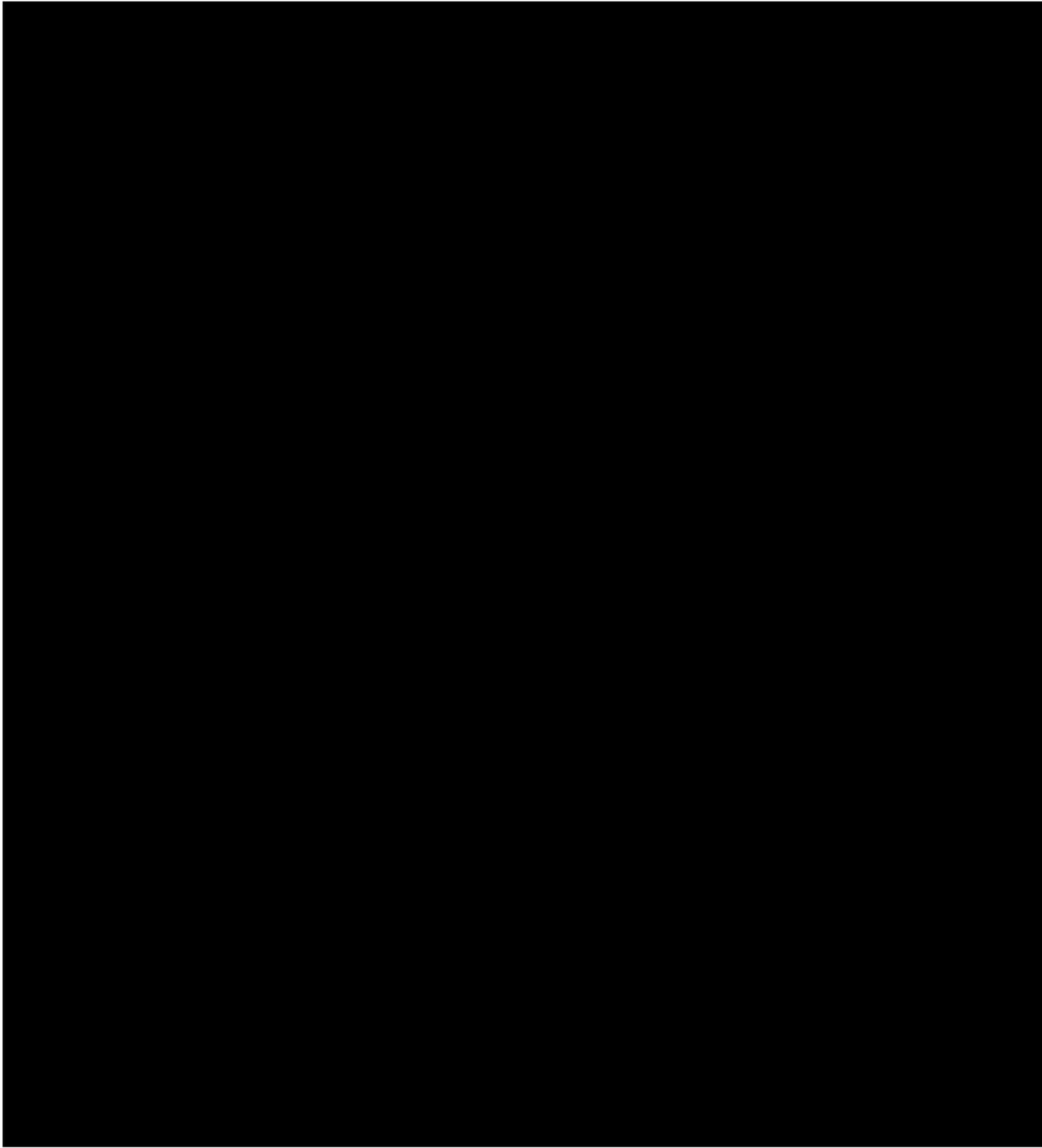
Printed copies of this document are uncontrolled.
Page 46 of 61

MAYOR OF LONDON

Transport for London



TfL RESTRICTED



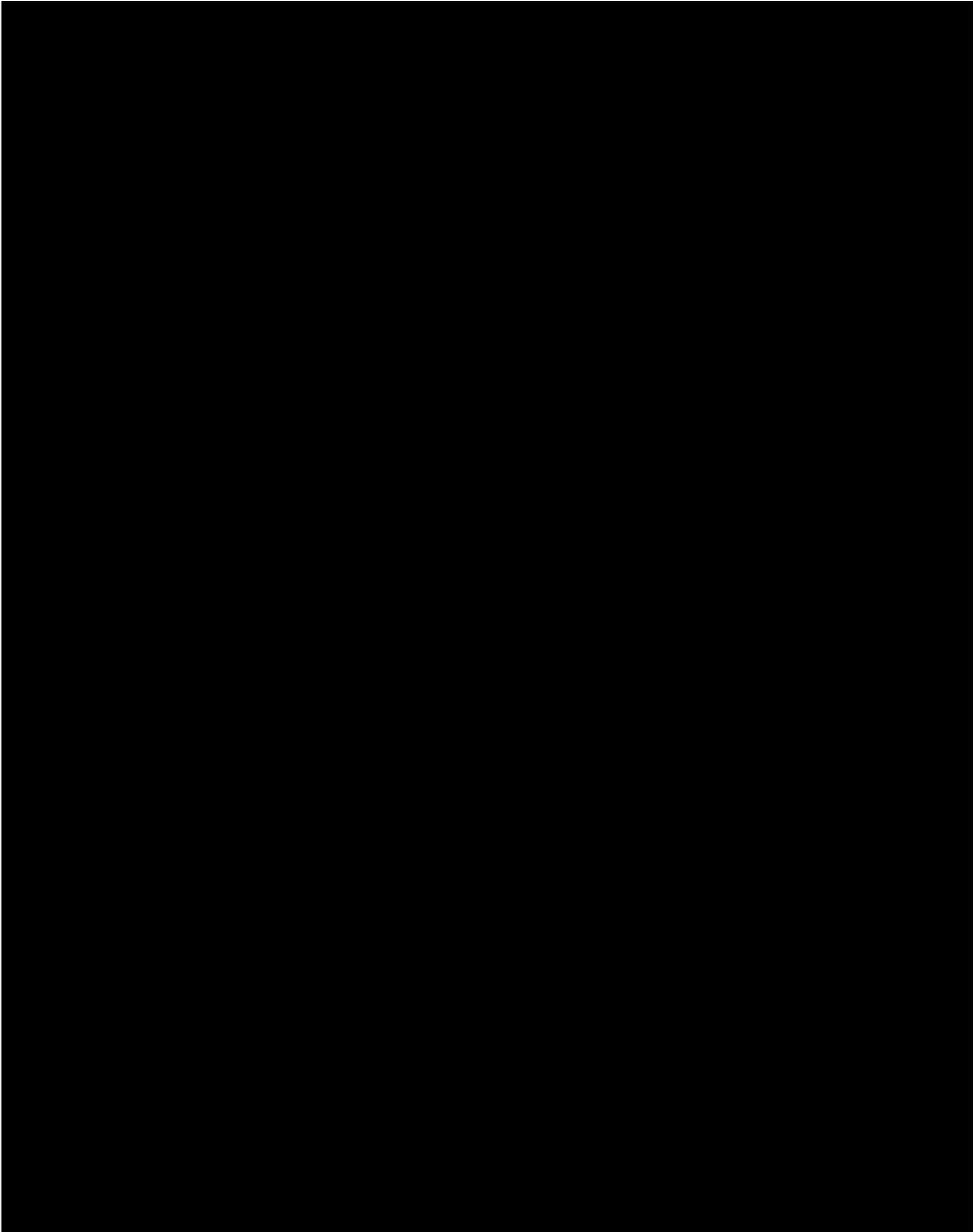
Printed copies of this document are uncontrolled.
Page 47 of 61

MAYOR OF LONDON

Transport for London



TfL RESTRICTED



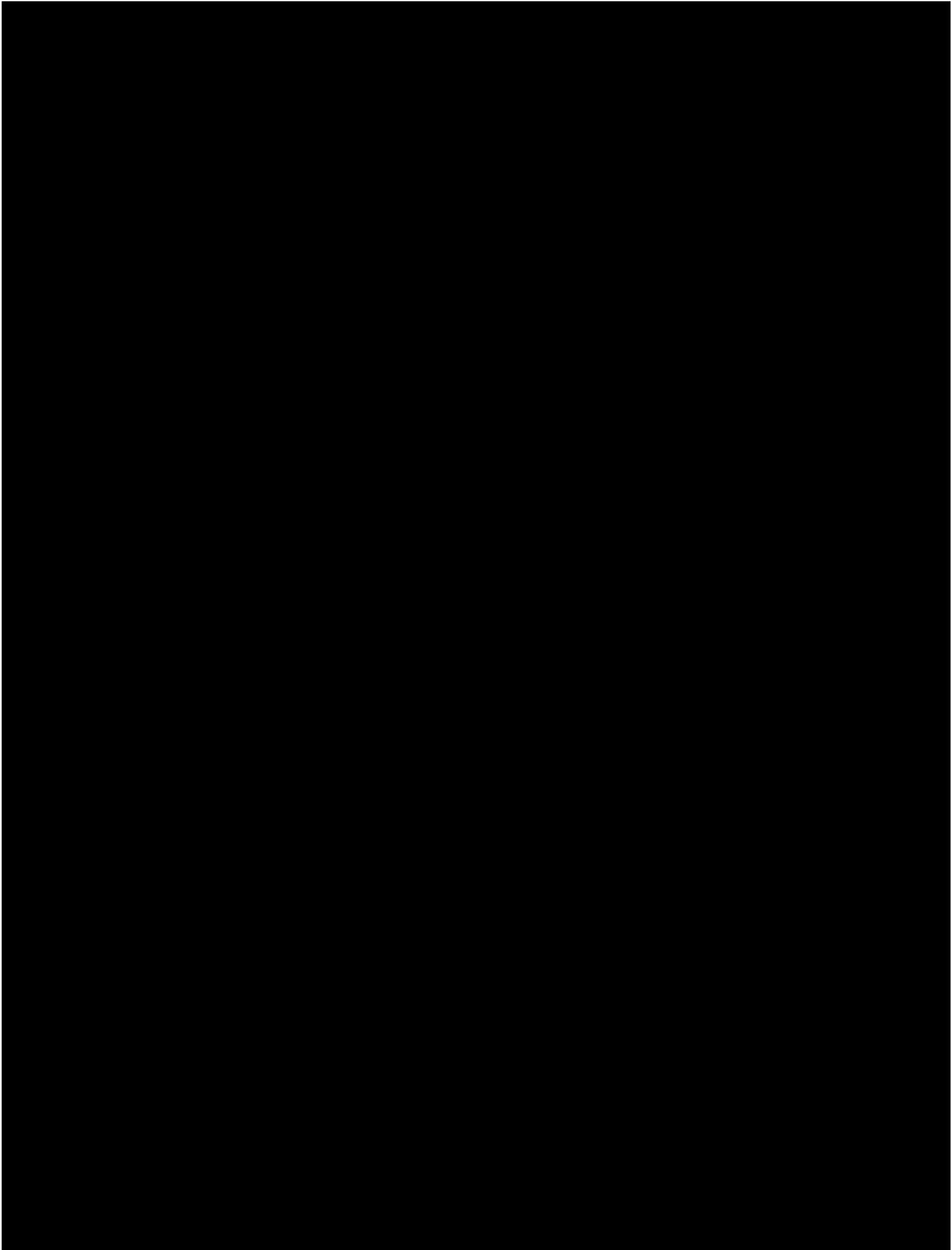
Printed copies of this document are uncontrolled.
Page 48 of 61

MAYOR OF LONDON

Transport for London

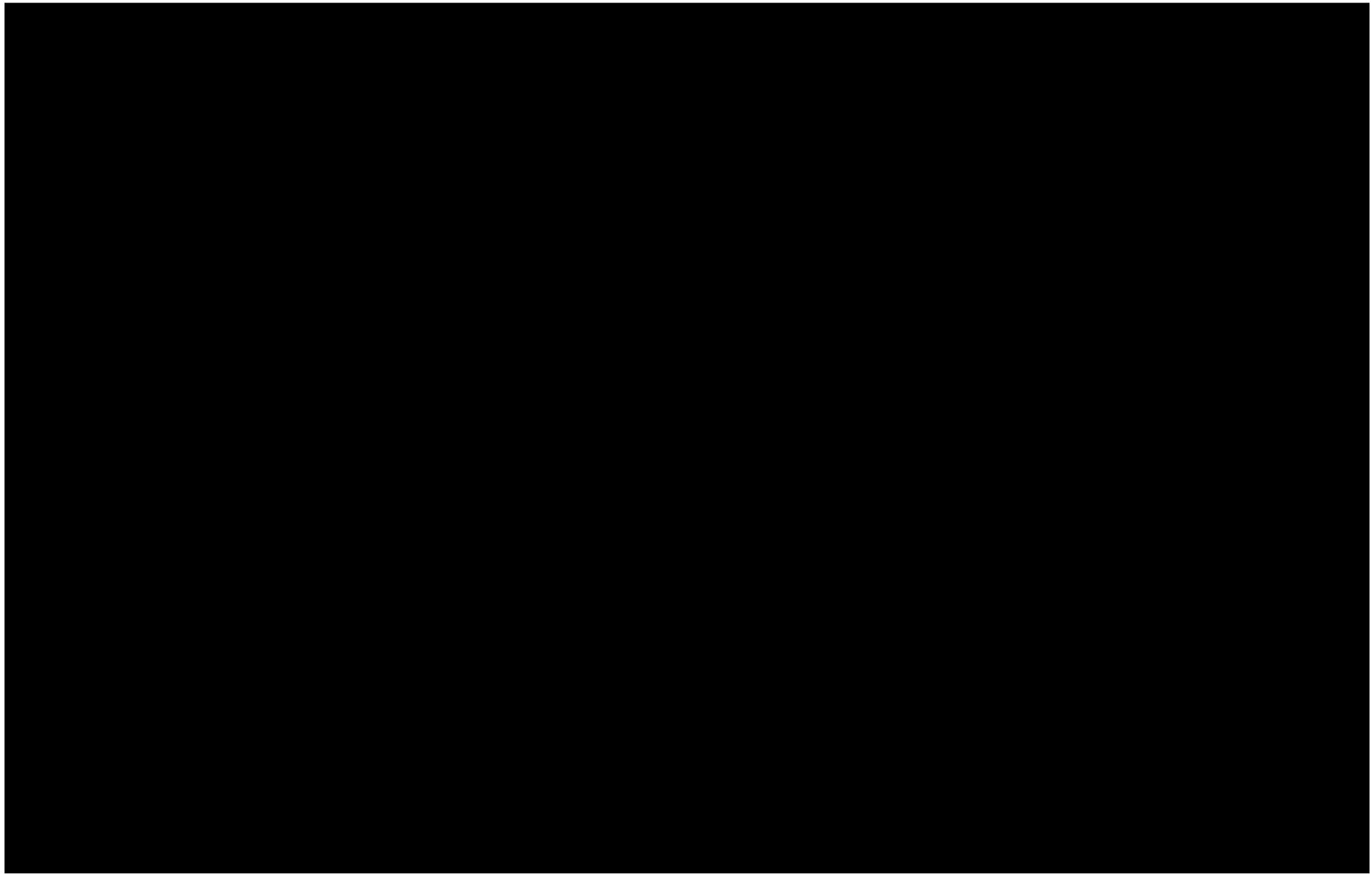


TfL RESTRICTED



Printed copies of this document are uncontrolled.
Page 49 of 61



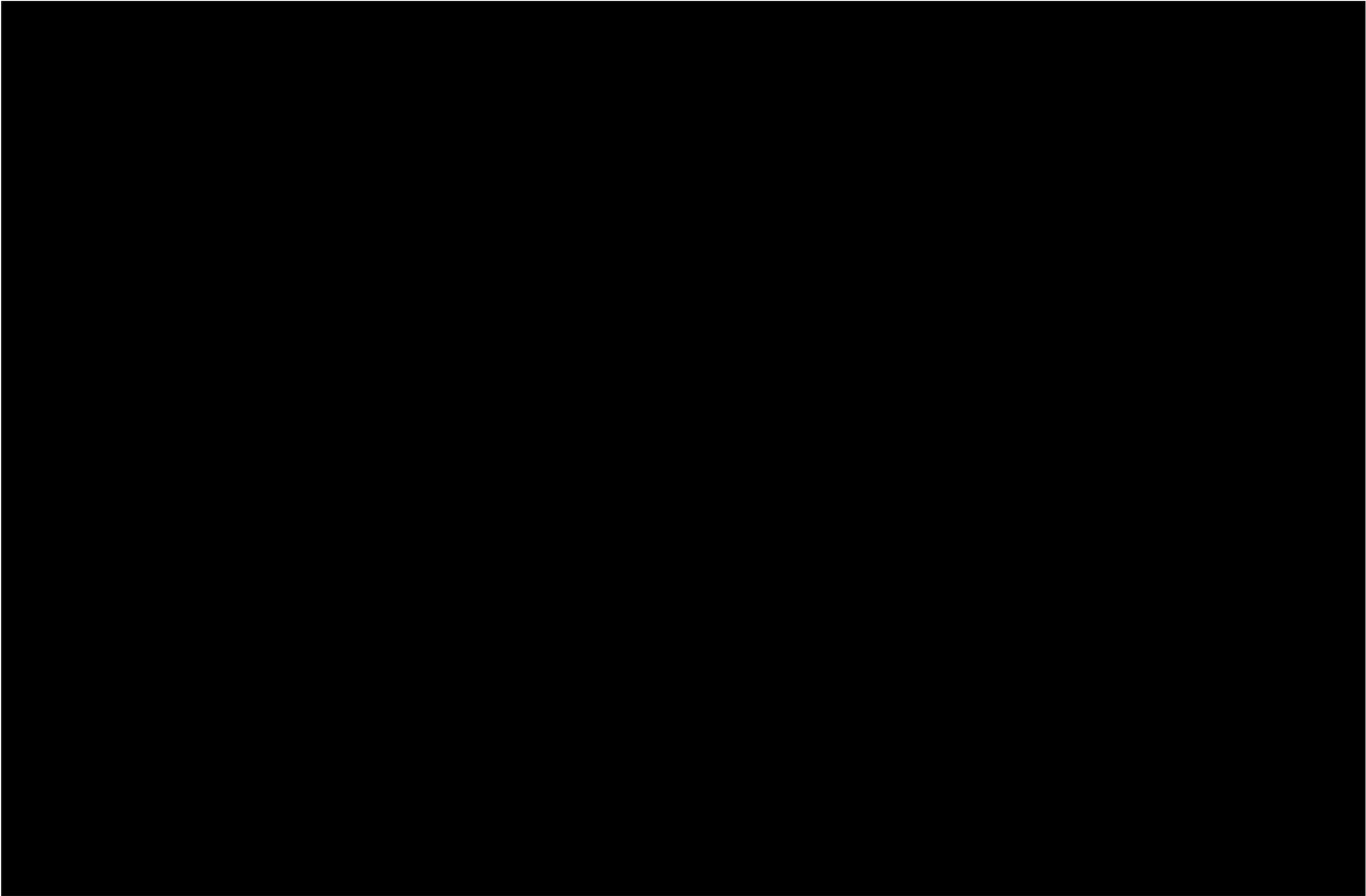


MAYOR OF LONDON

Transport for London



TfL RESTRICTED



MAYOR OF LONDON

Transport for London



TfL RESTRICTED

Printed copies of this document are uncontrolled.

Page 52 of 61

MAYOR OF LONDON

Transport for London



TfL RESTRICTED

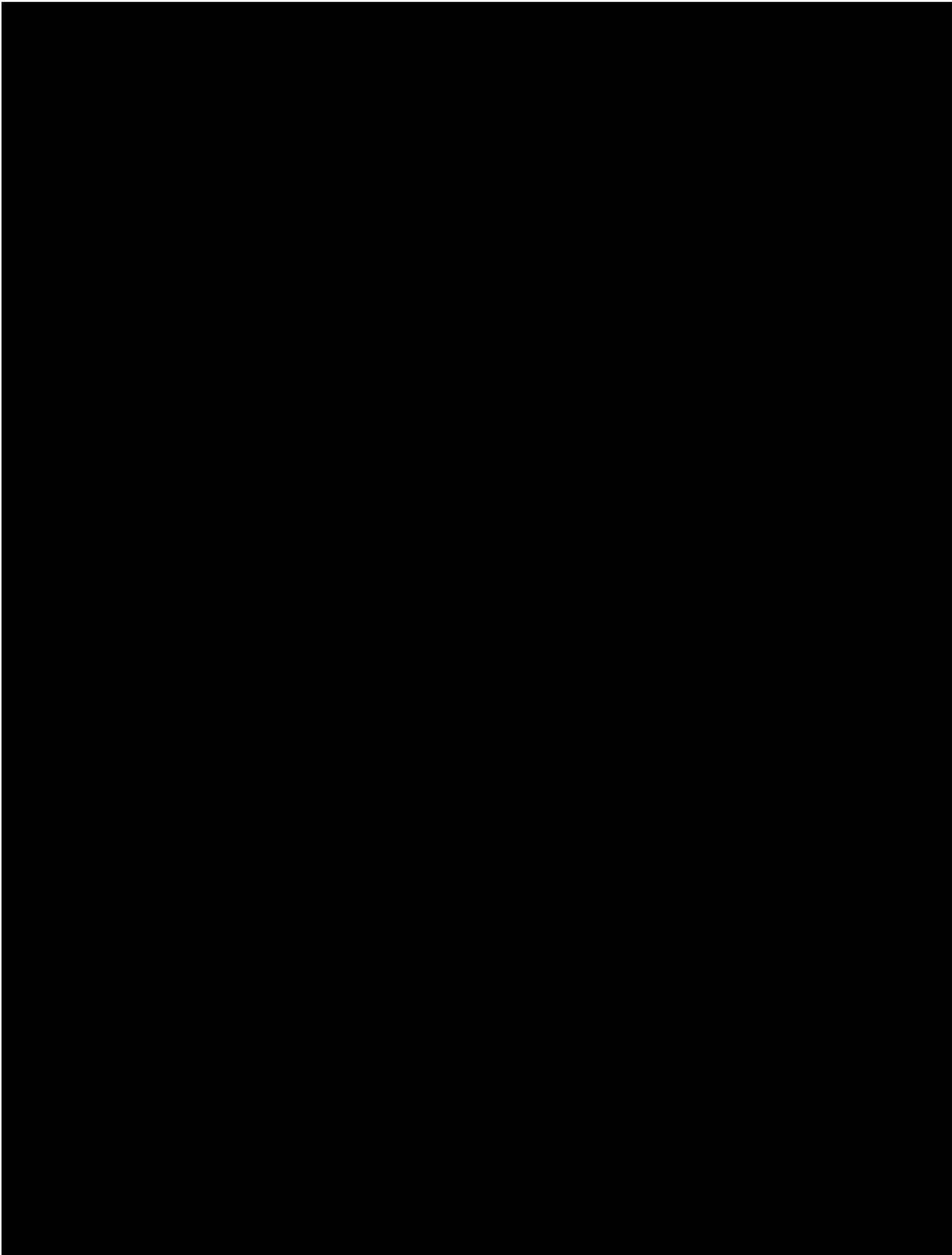
Printed copies of this document are uncontrolled.
Page 53 of 61

MAYOR OF LONDON

Transport for London

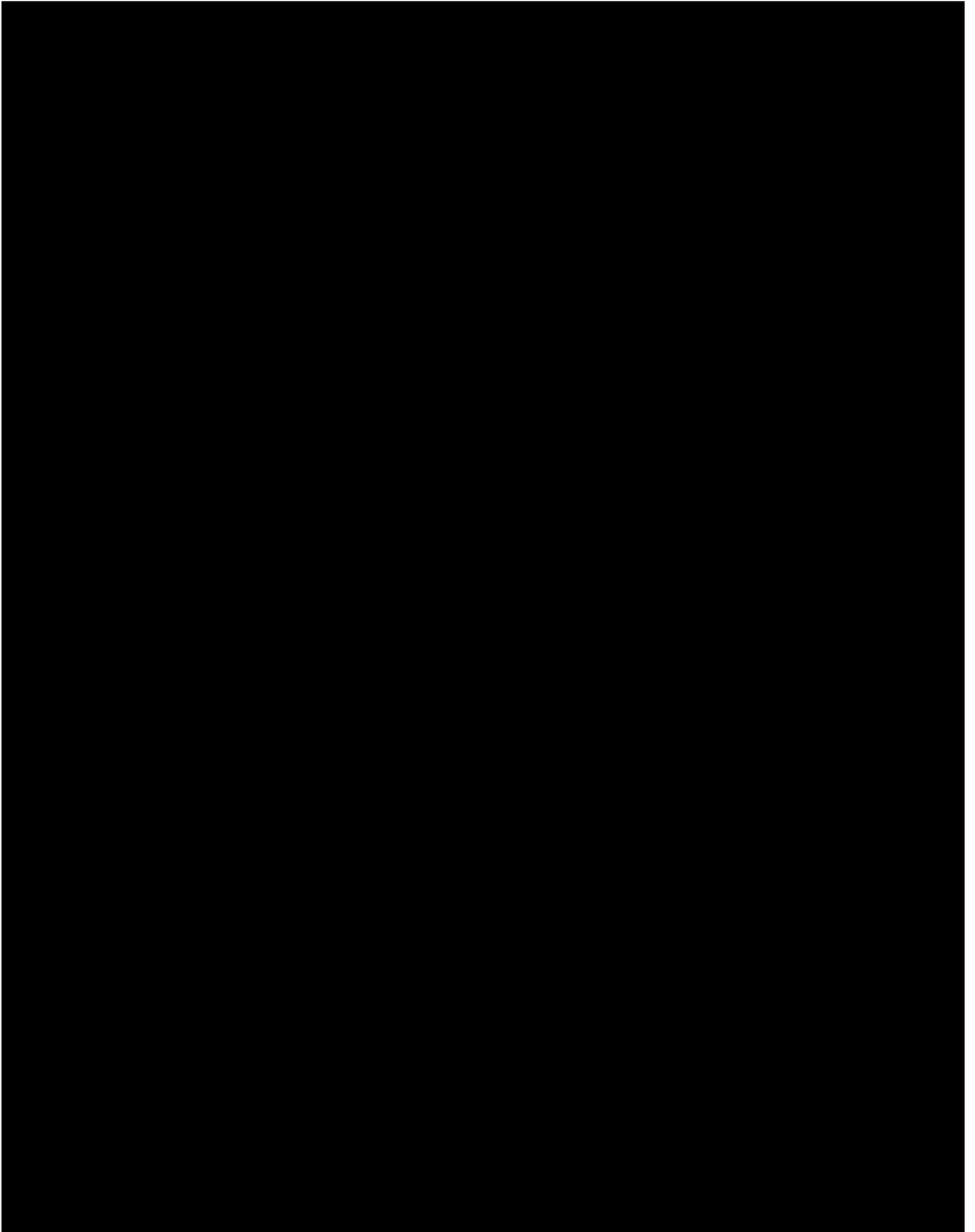


TfL RESTRICTED



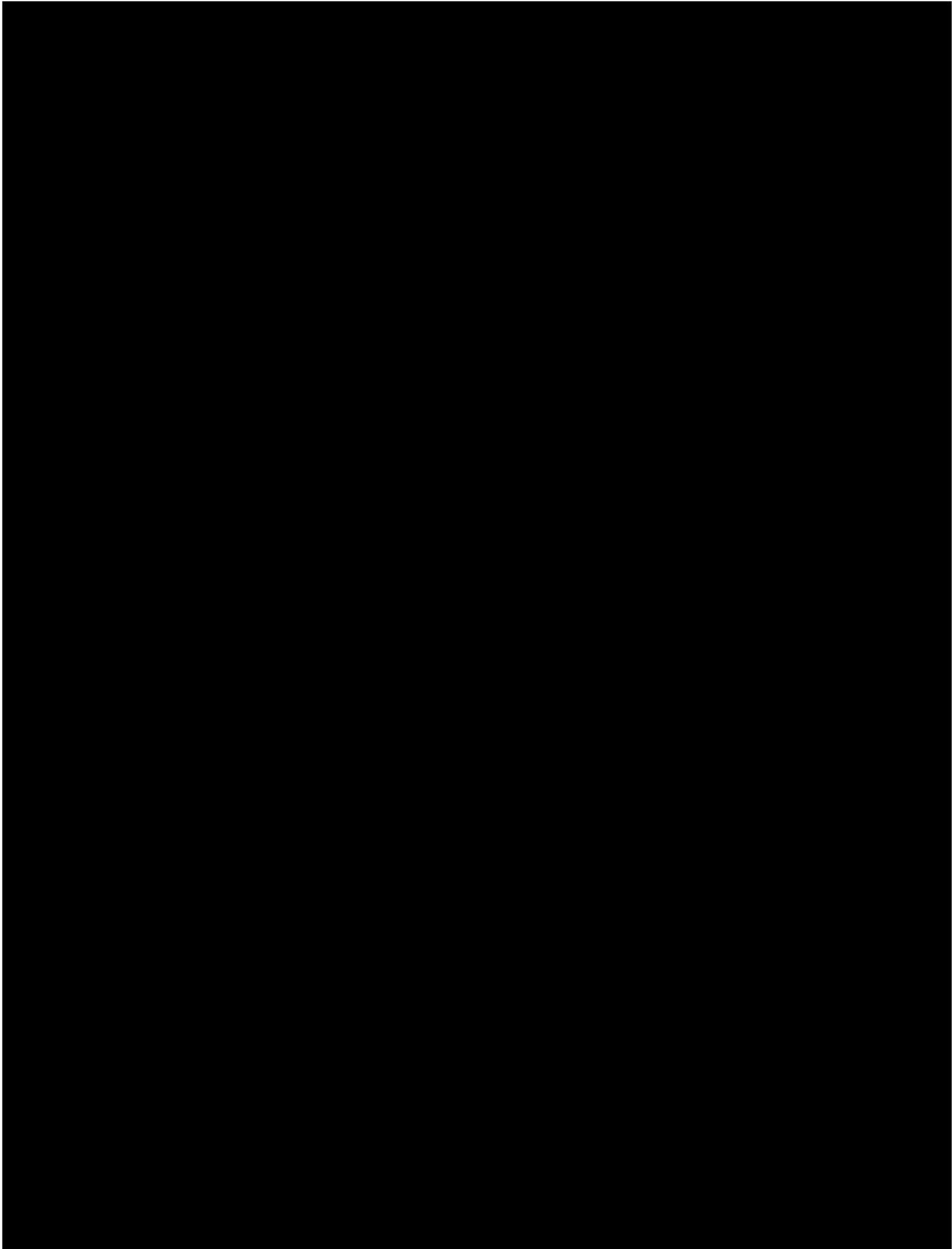
Printed copies of this document are uncontrolled.
Page 54 of 61





Printed copies of this document are uncontrolled.
Page 55 of 61





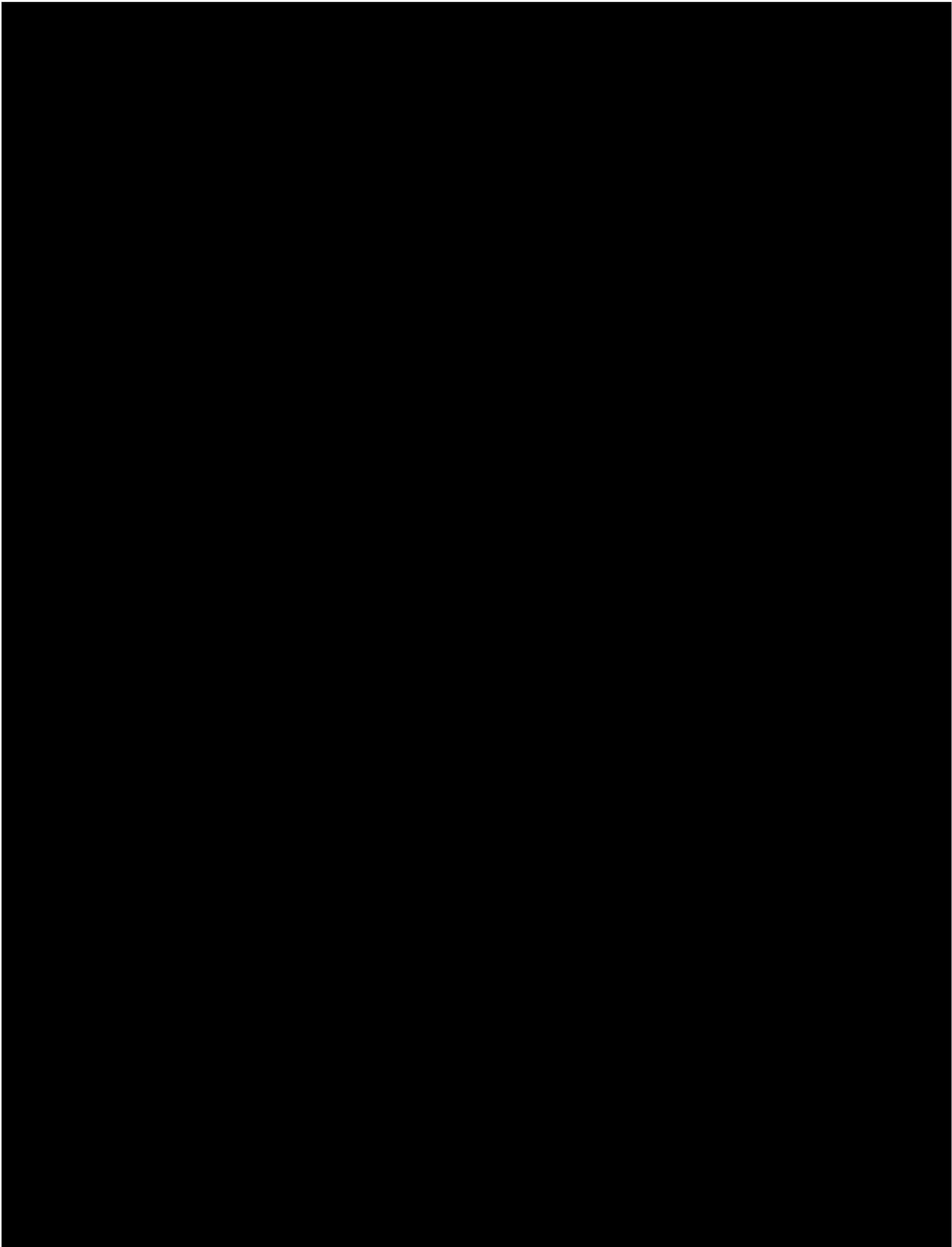
Printed copies of this document are uncontrolled.
Page 56 of 61

MAYOR OF LONDON

Transport for London



TfL RESTRICTED



Printed copies of this document are uncontrolled.
Page 57 of 61

MAYOR OF LONDON

Transport for London



TfL RESTRICTED

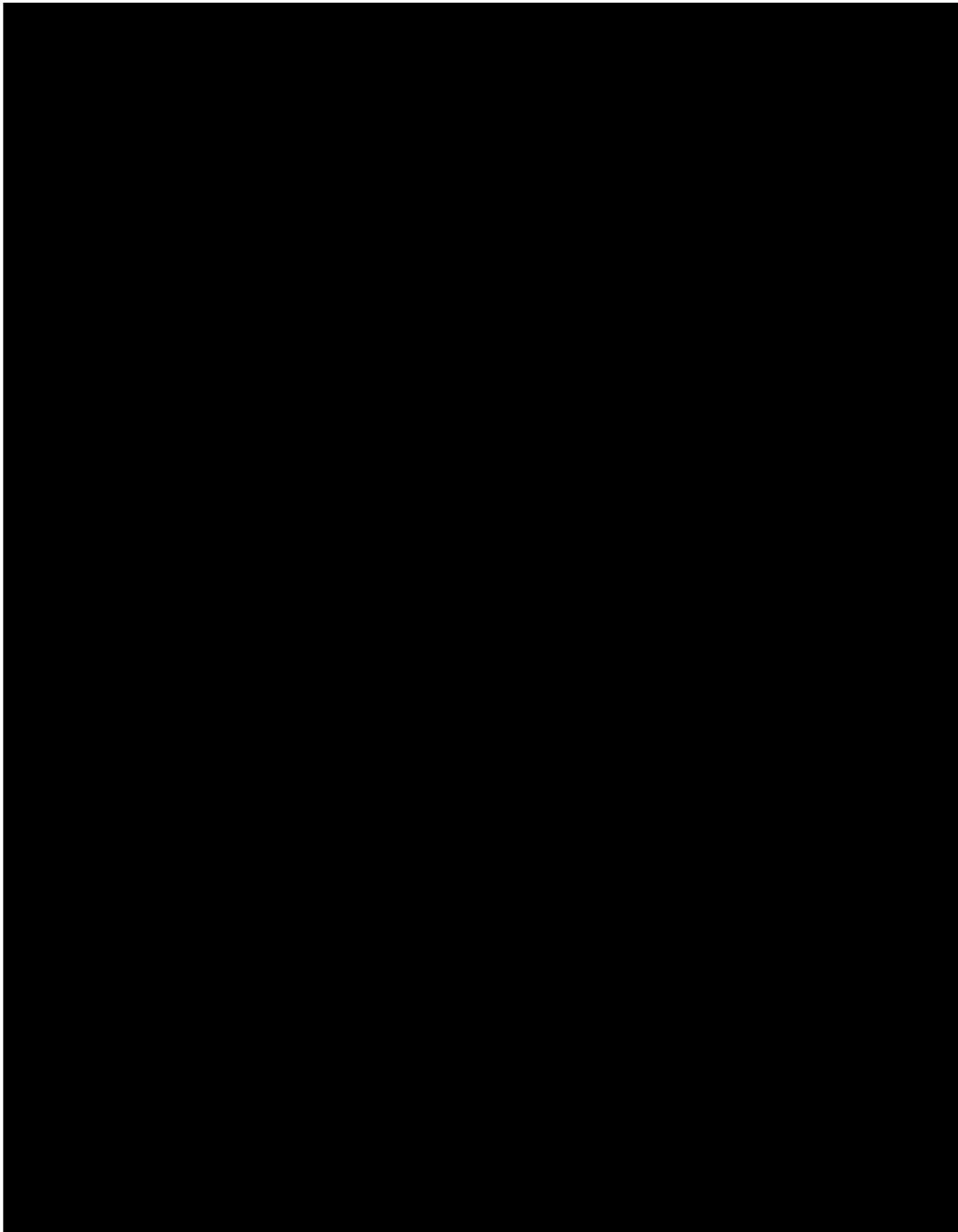
Printed copies of this document are uncontrolled.
Page 58 of 61

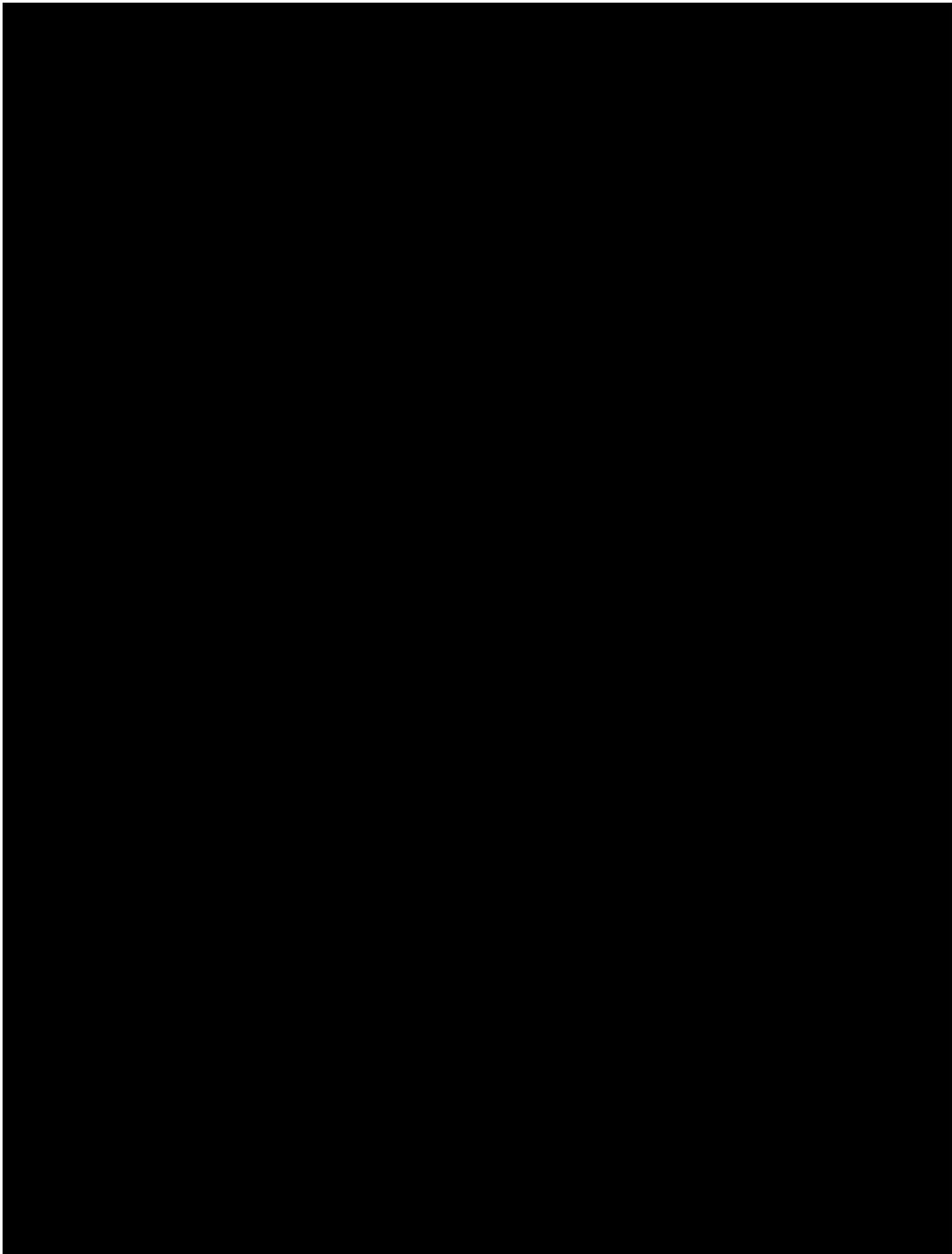
MAYOR OF LONDON

Transport for London



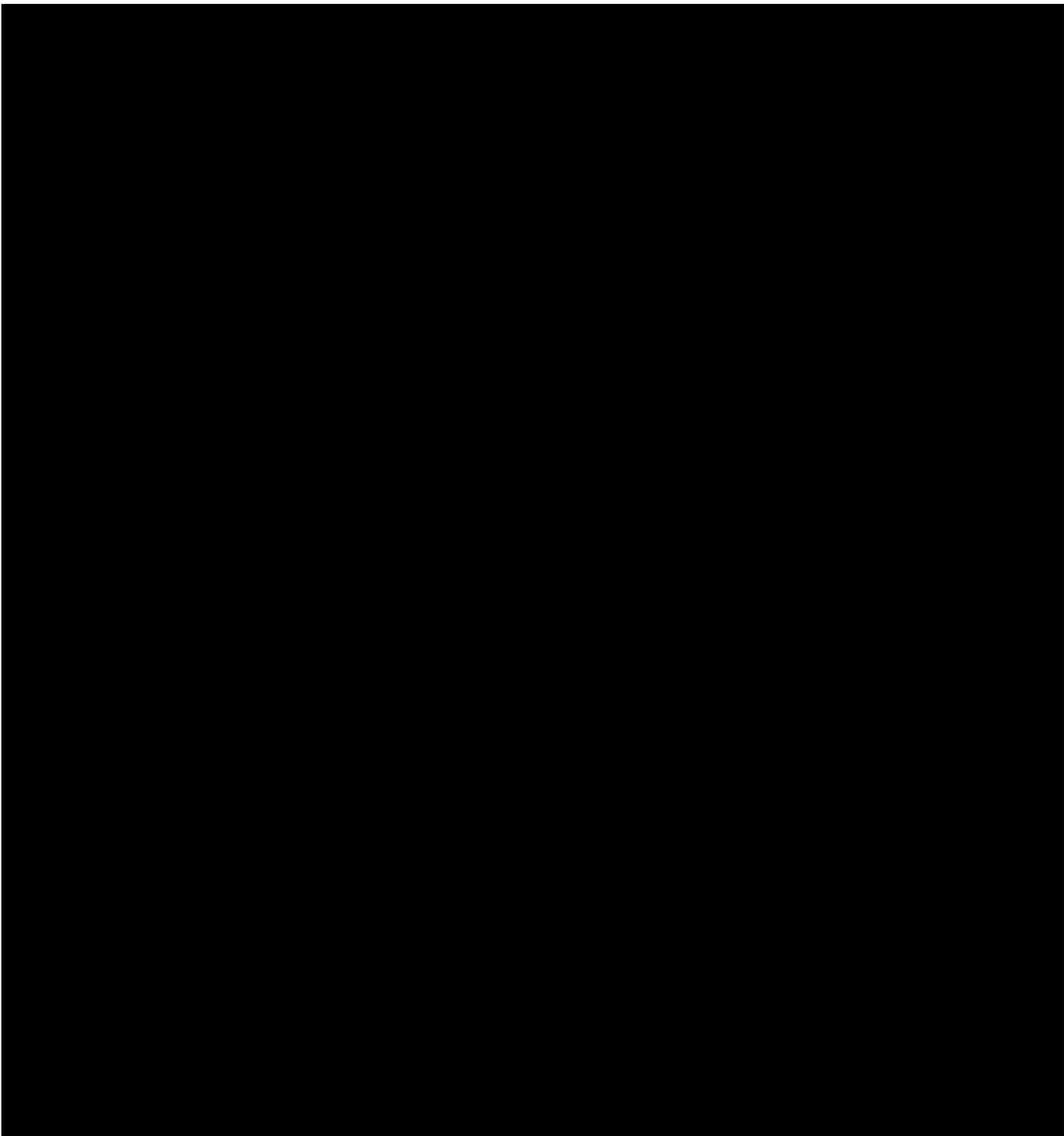
TfL RESTRICTED





Printed copies of this document are uncontrolled.
Page 60 of 61





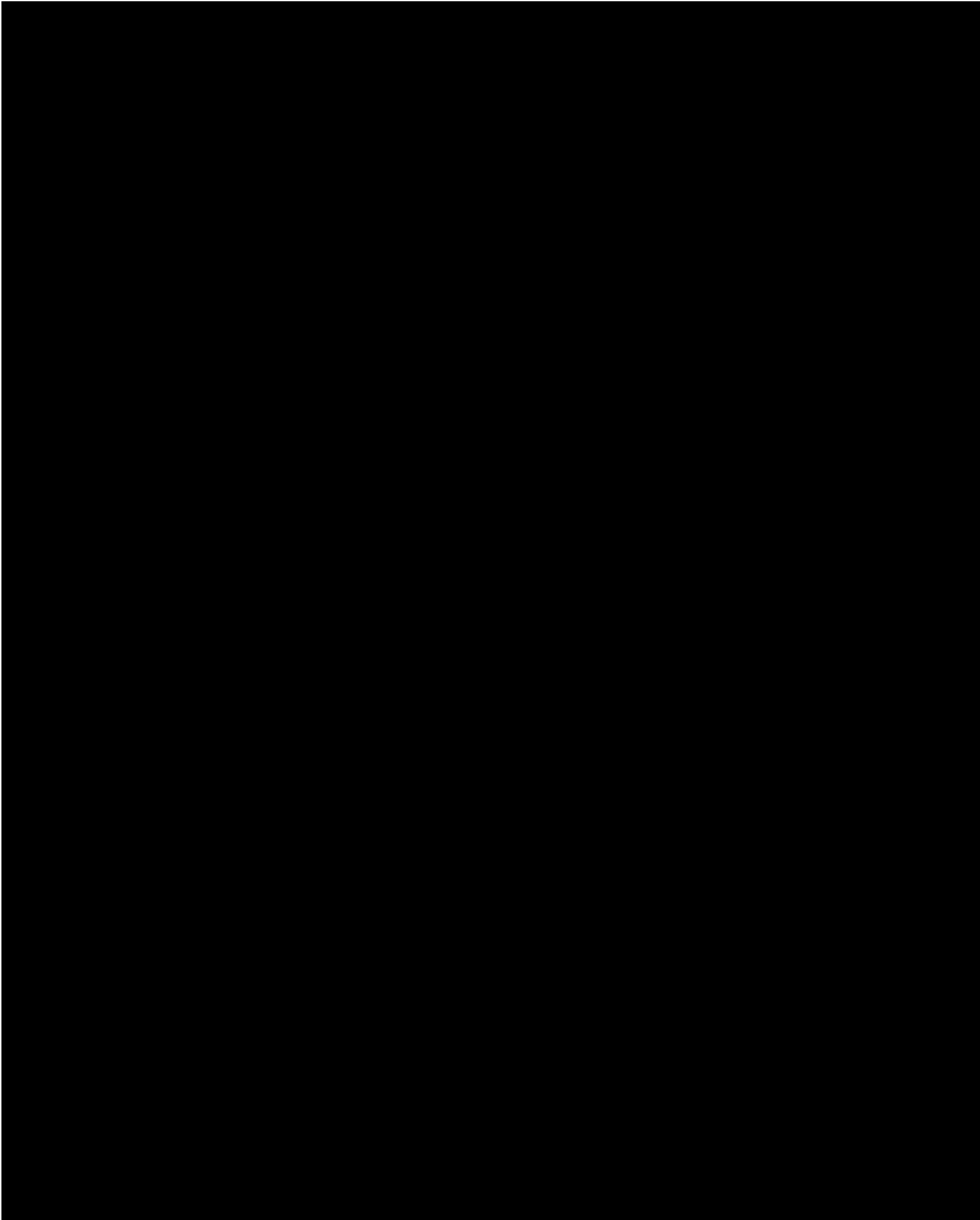
Printed copies of this document are uncontrolled.
Page 61 of 61

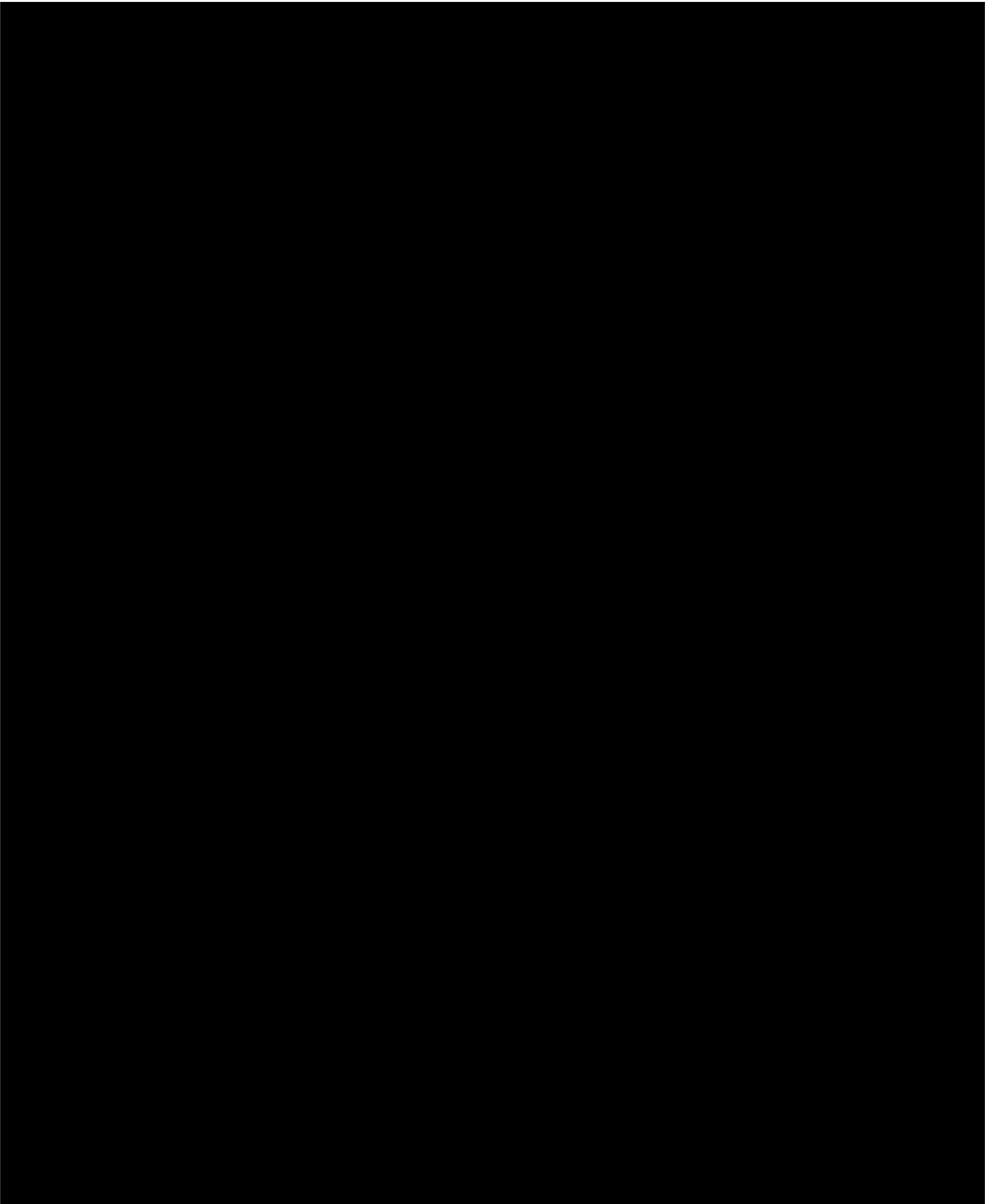
MAYOR OF LONDON

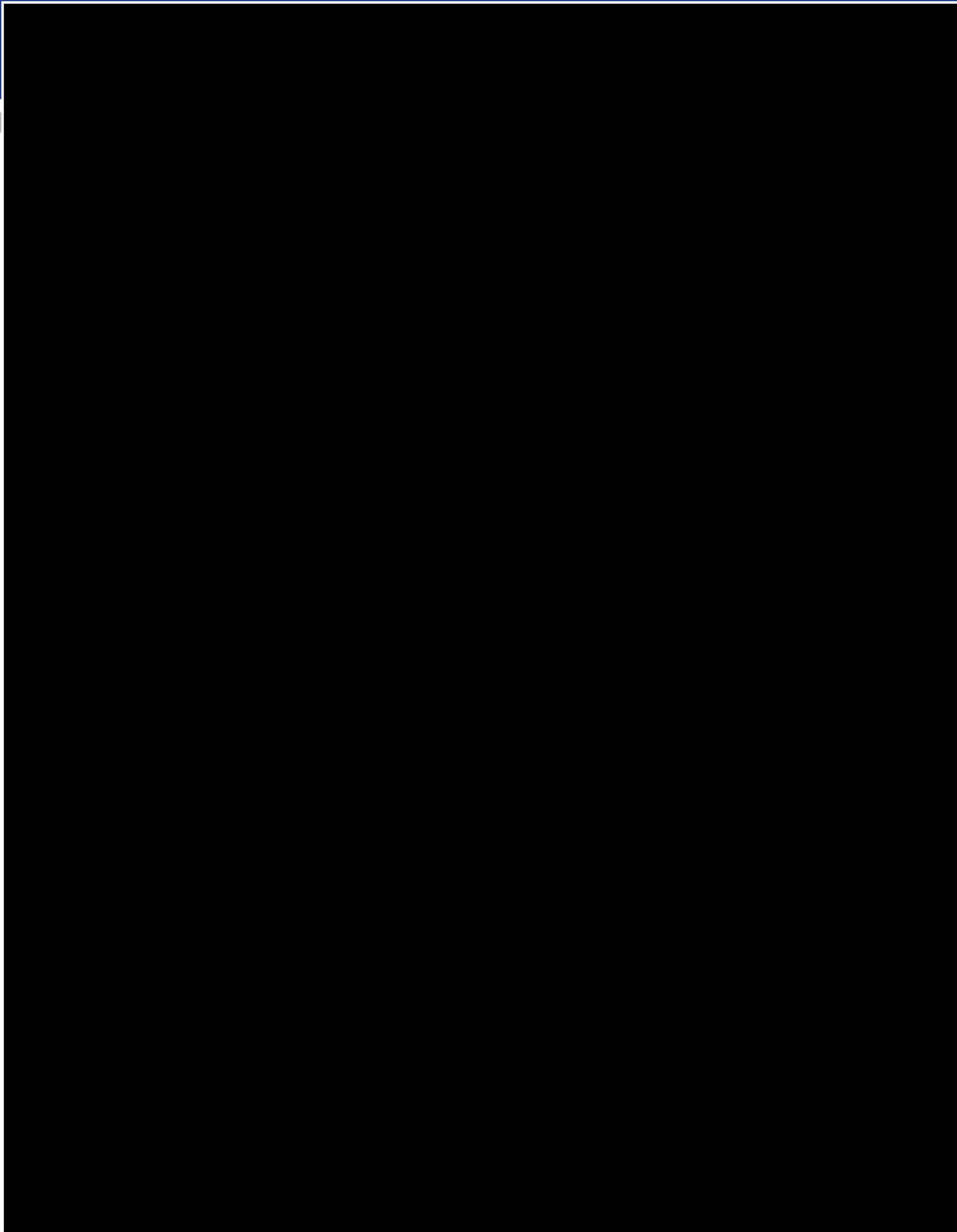
Transport for London



TfL RESTRICTED

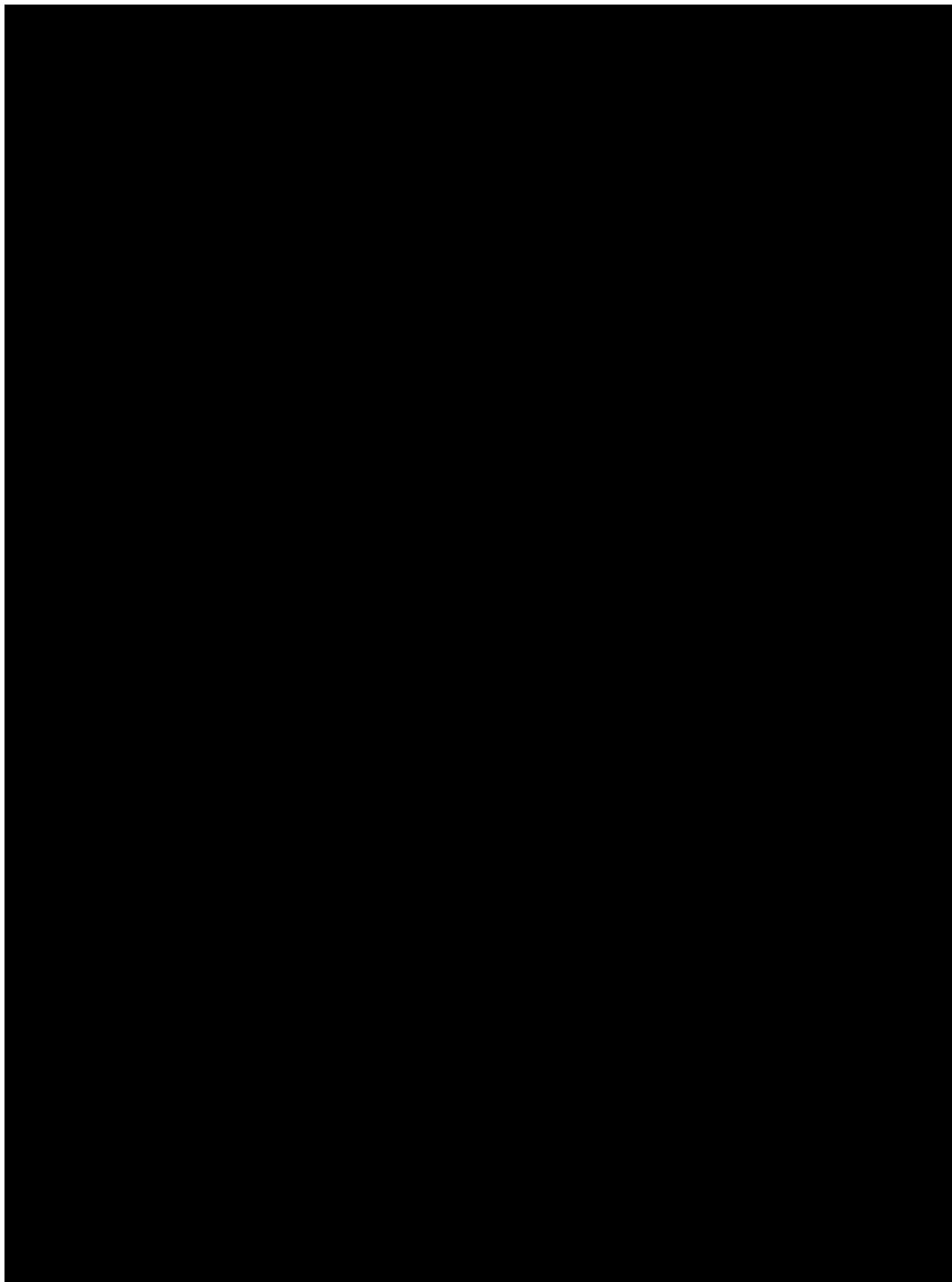


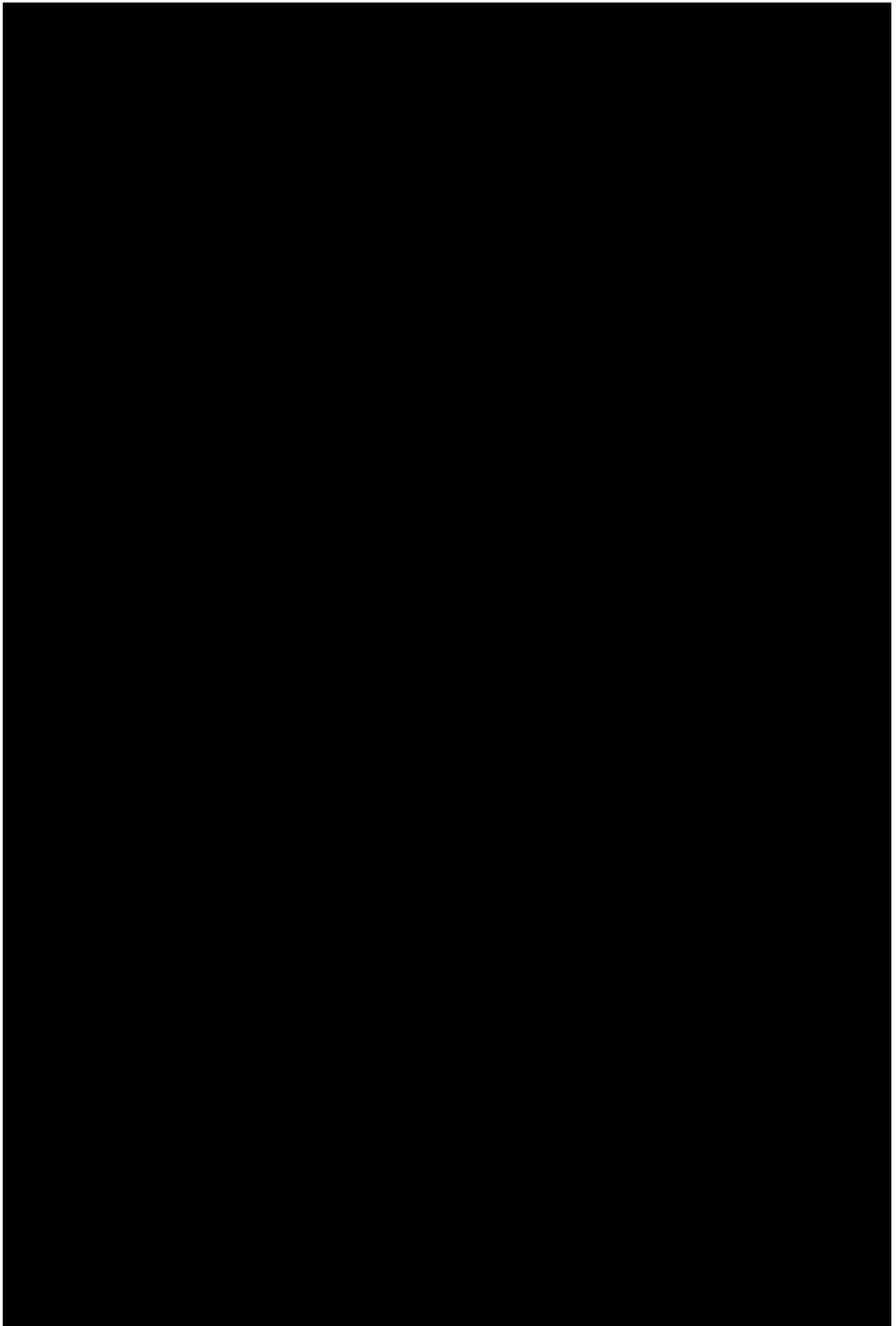


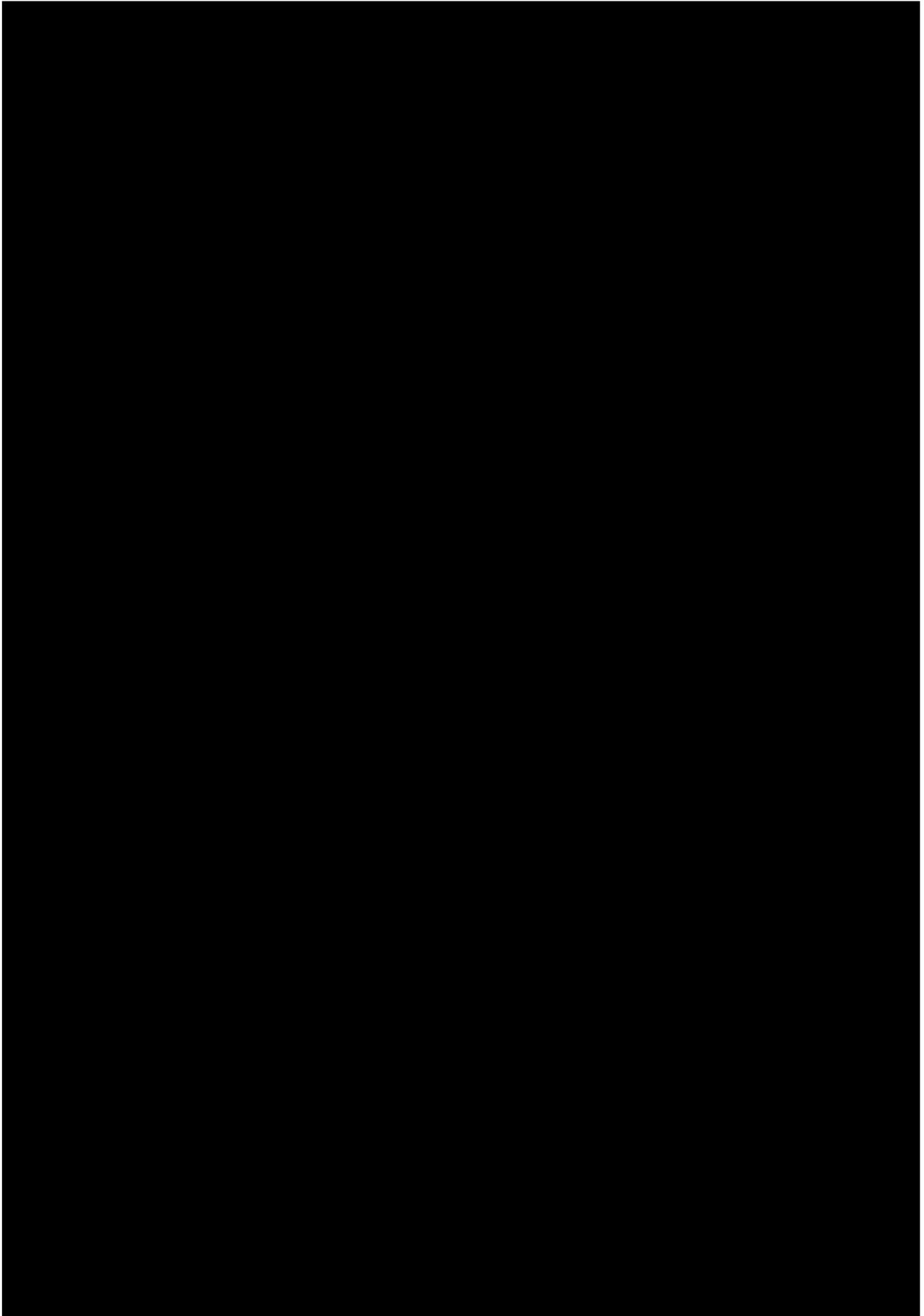


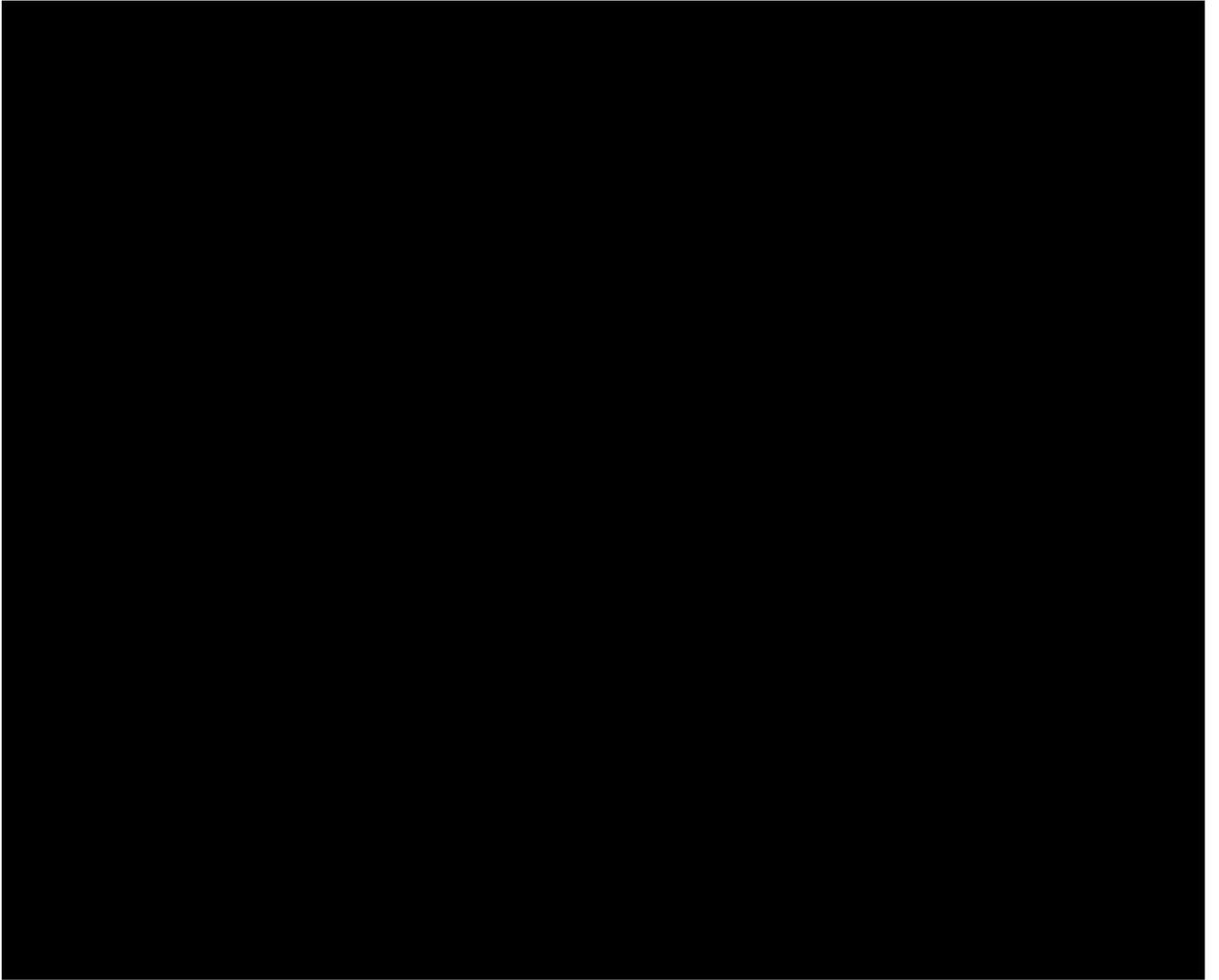
SCHEDULE 23

Further Obligations









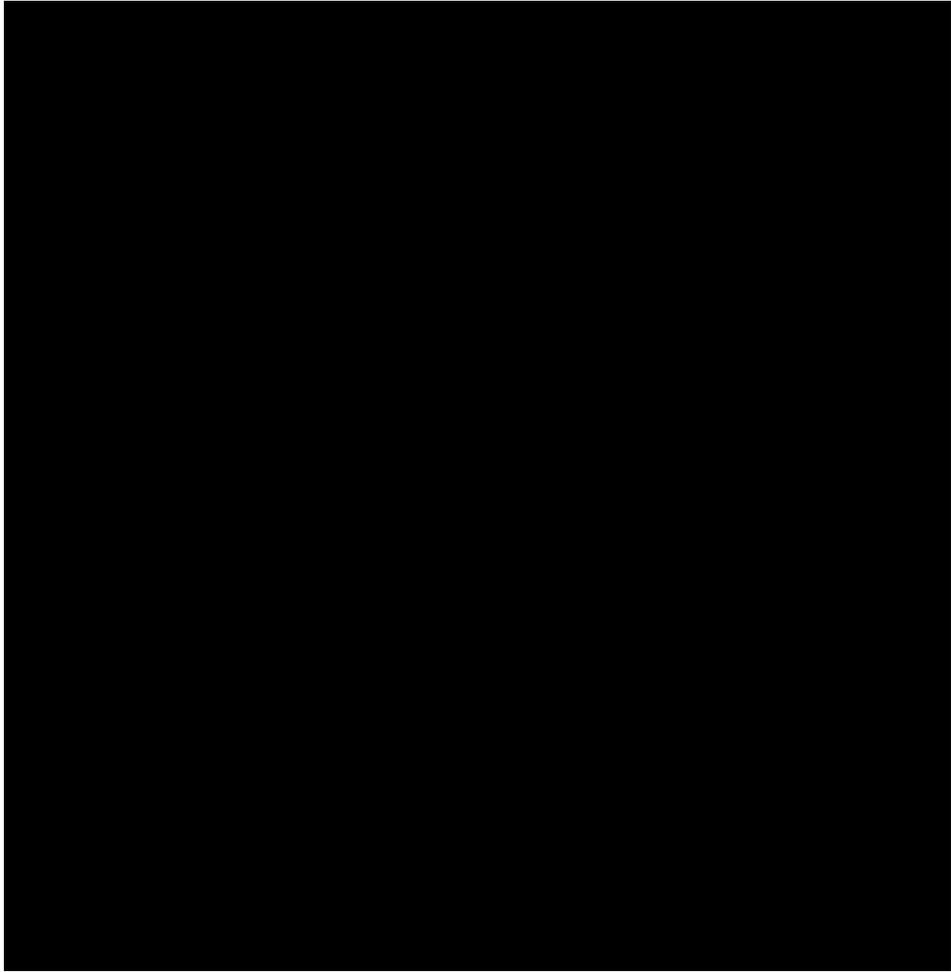
SCHEDULE 24

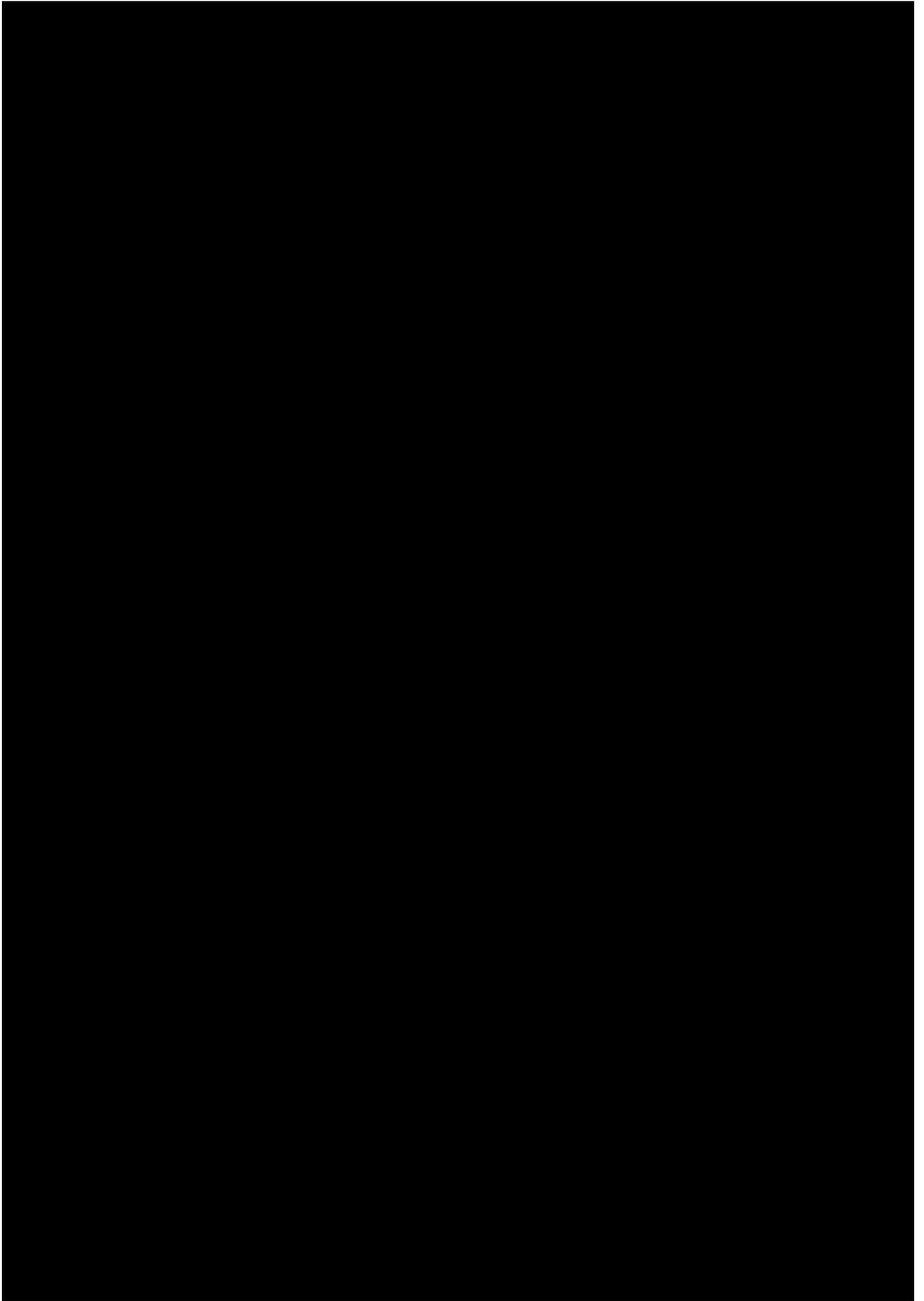
Inventory

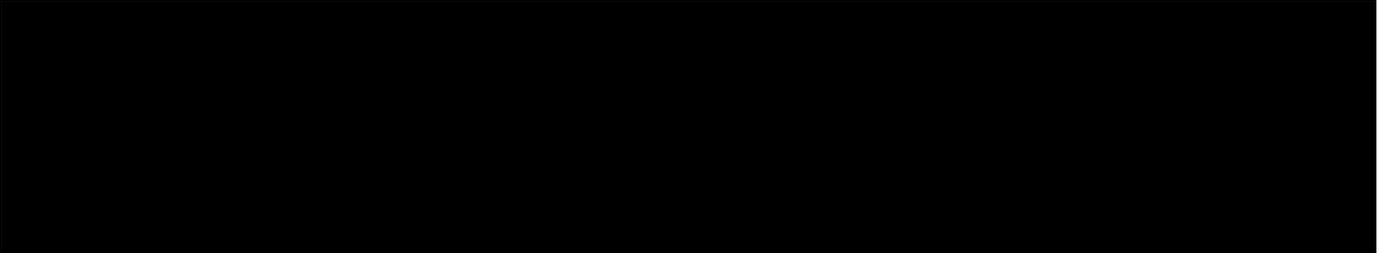
This Schedule has been redacted in full.

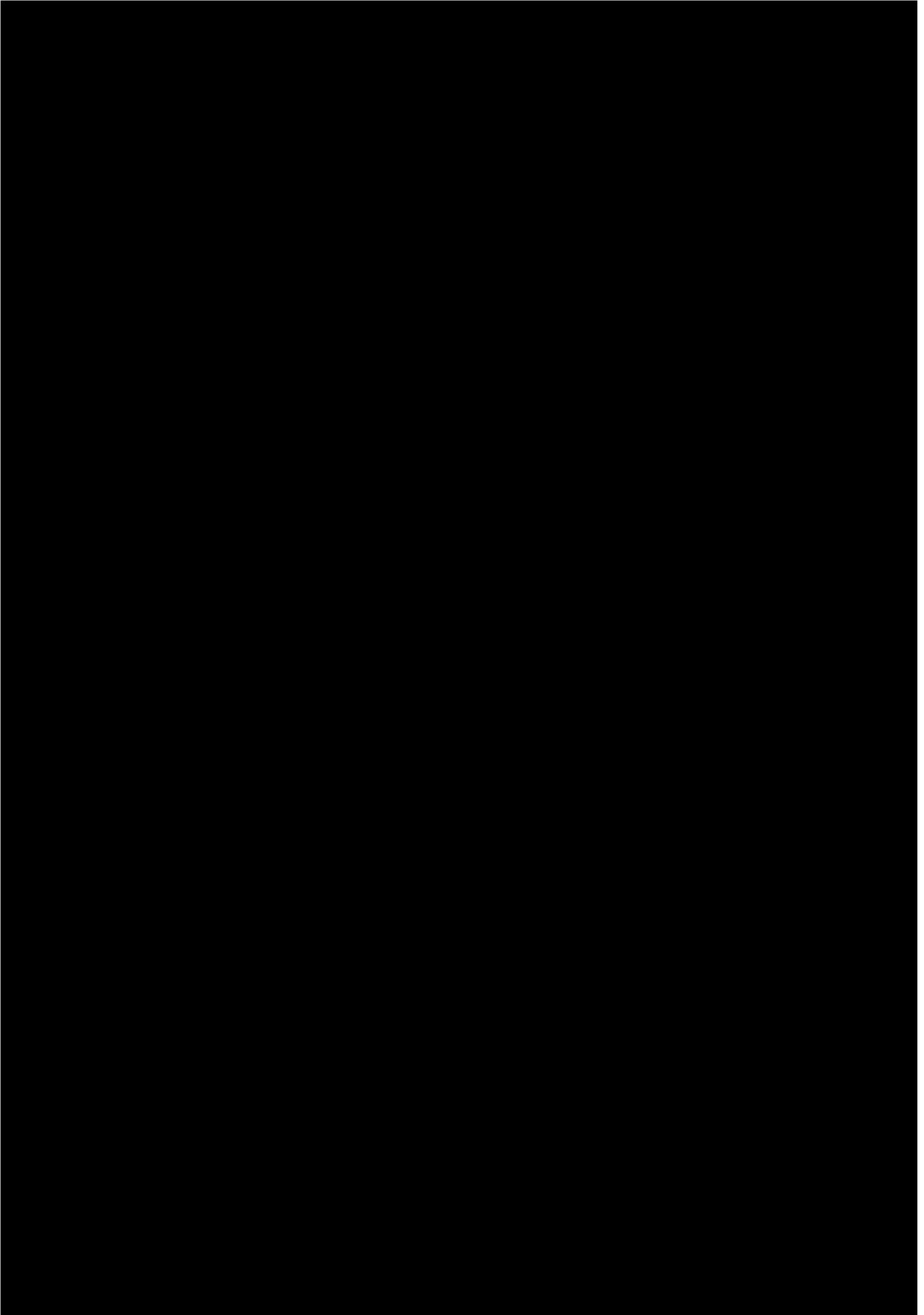
SCHEDULE 25

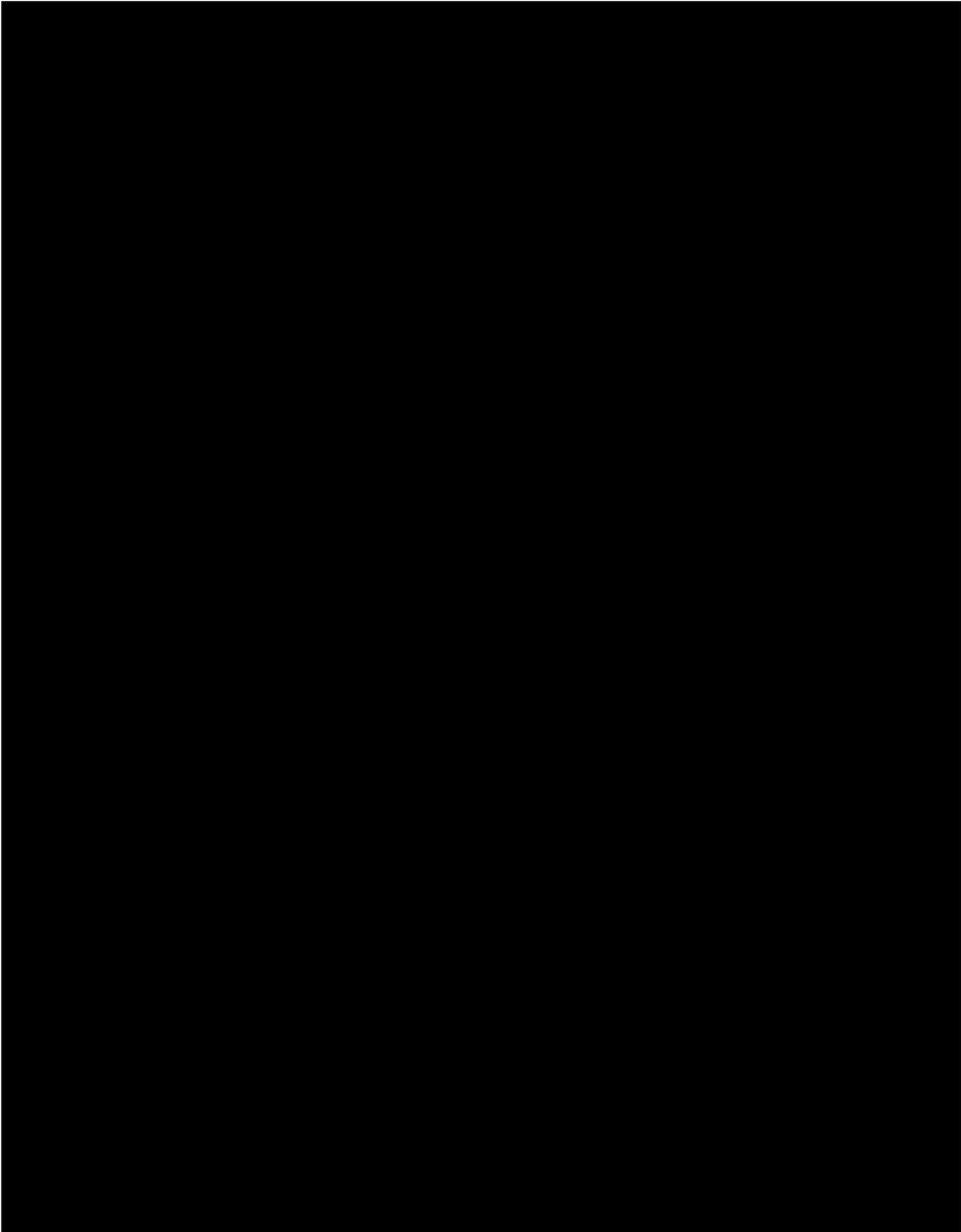
Business Resilience Plan

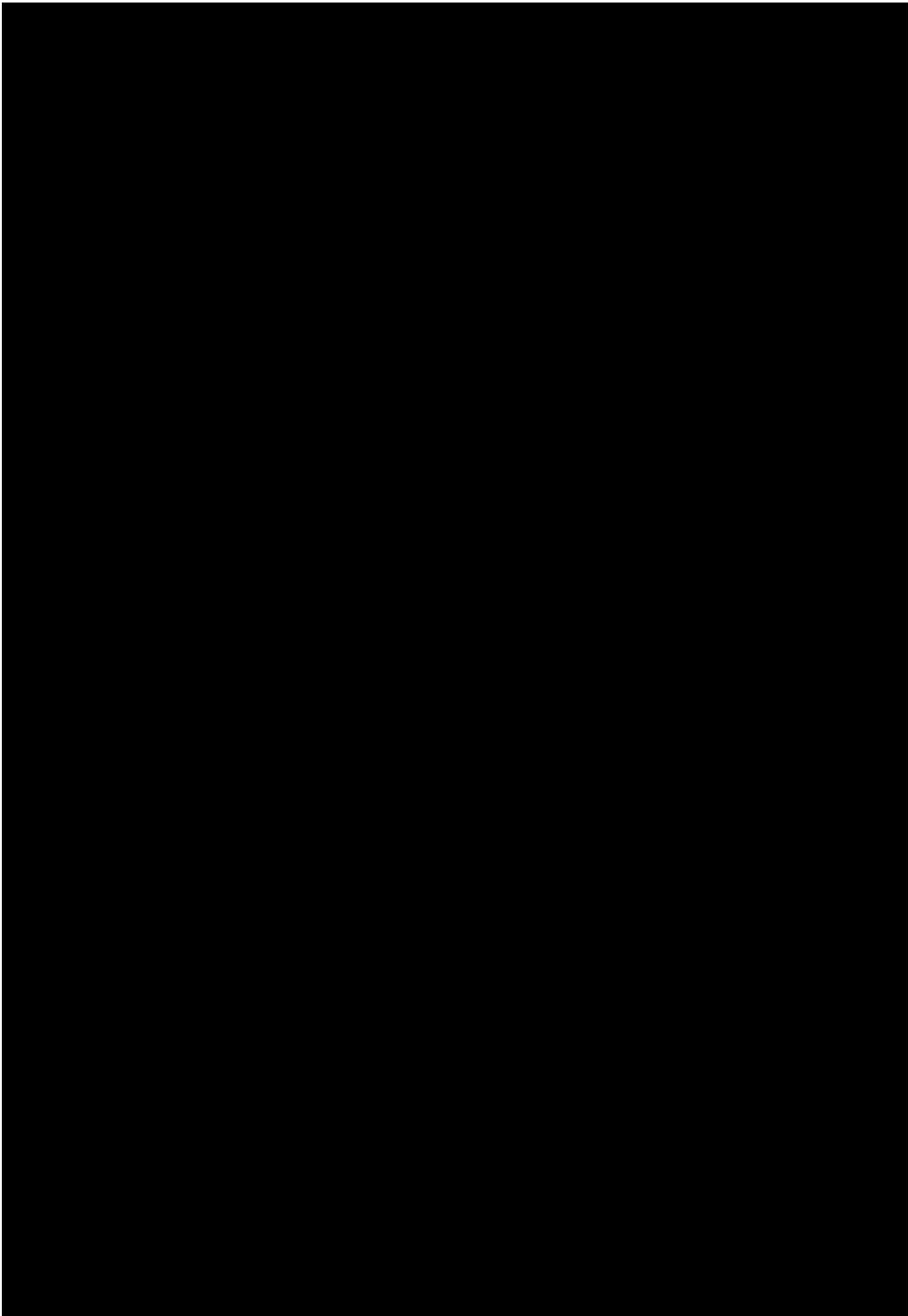


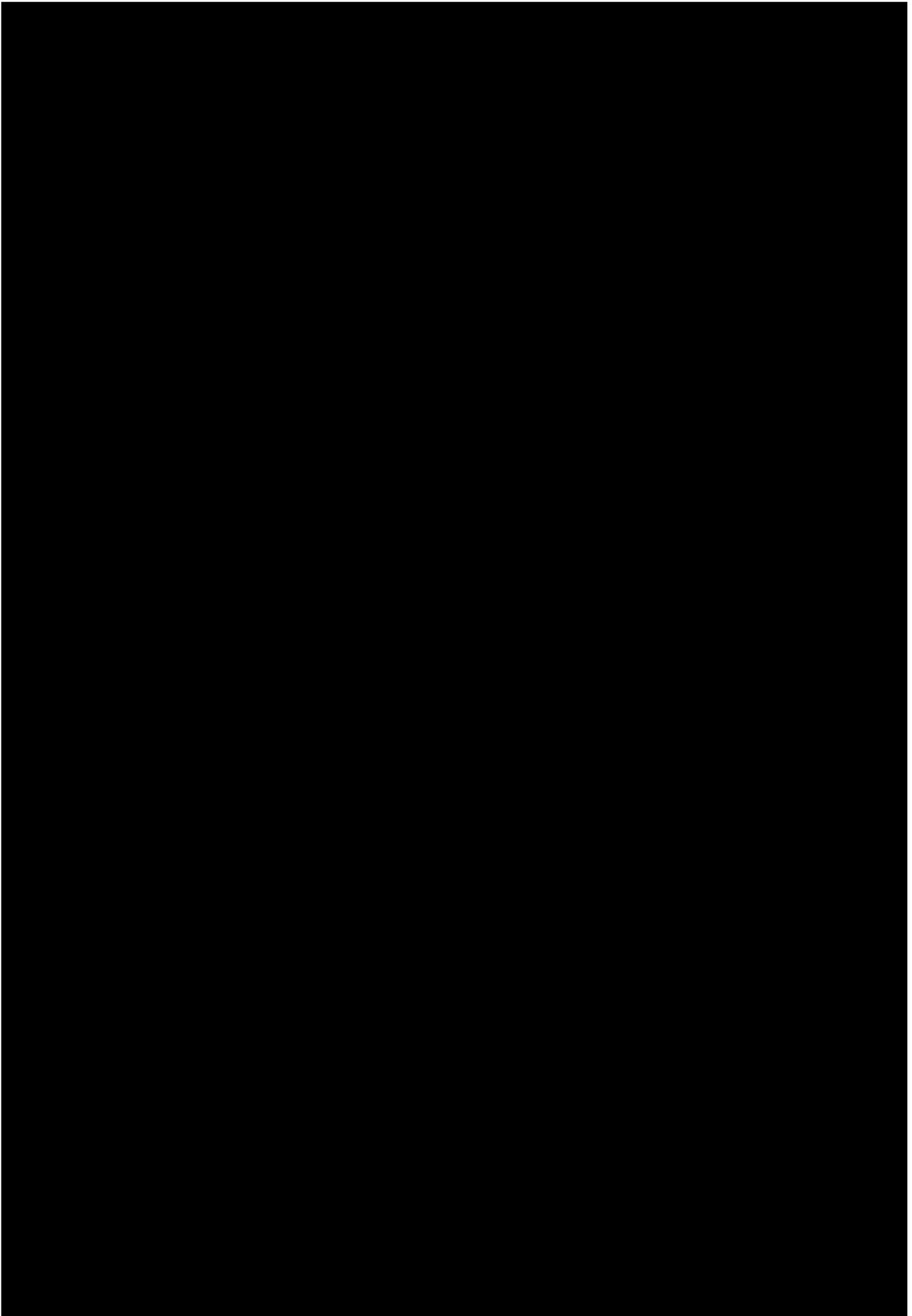


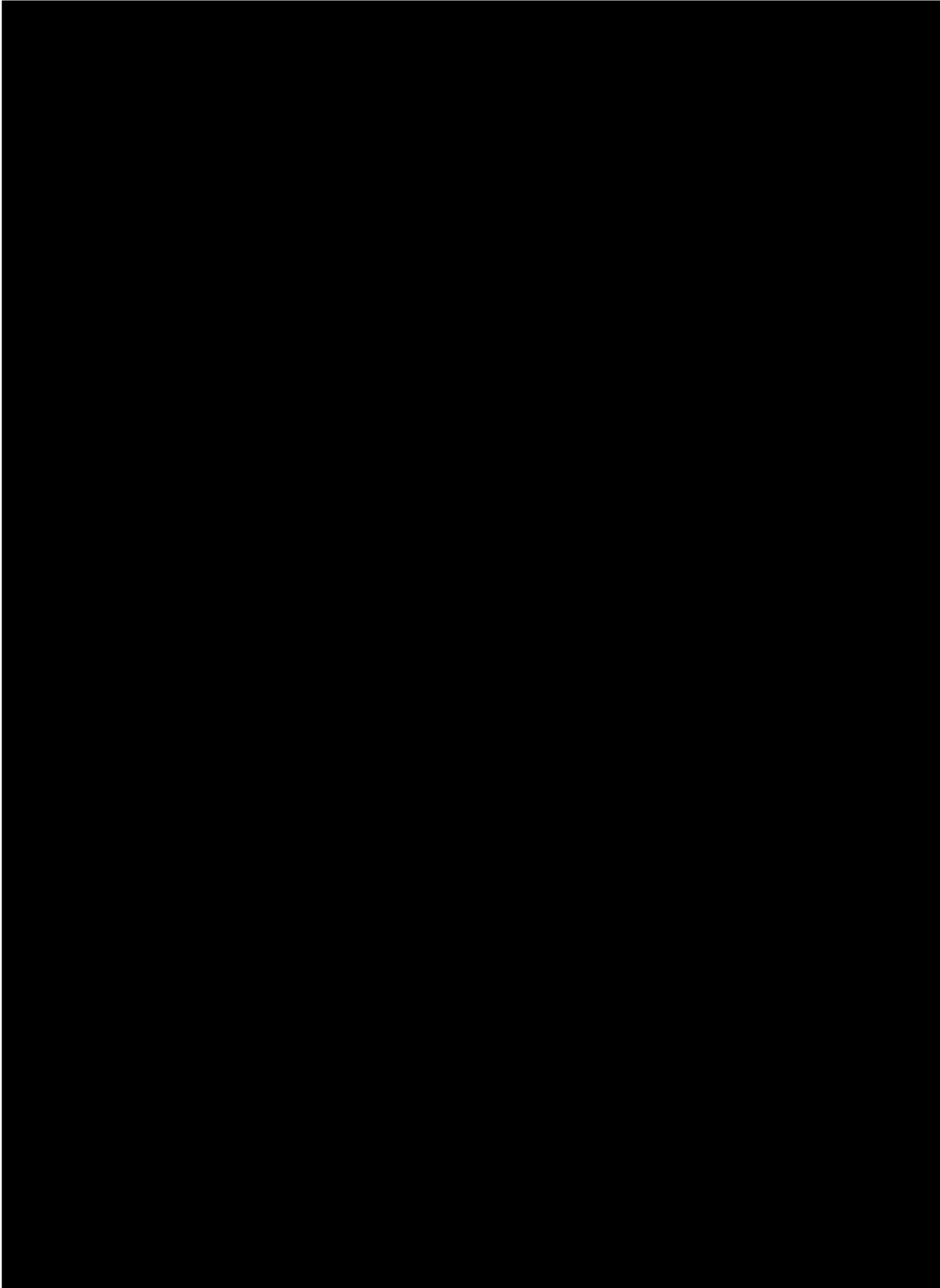










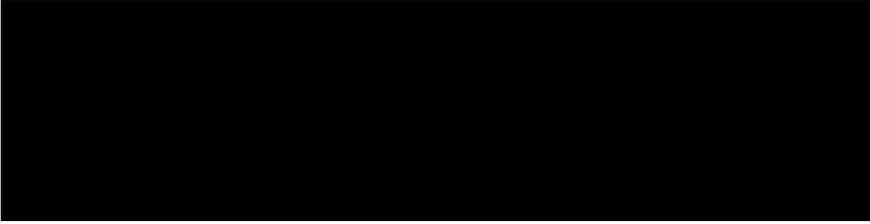




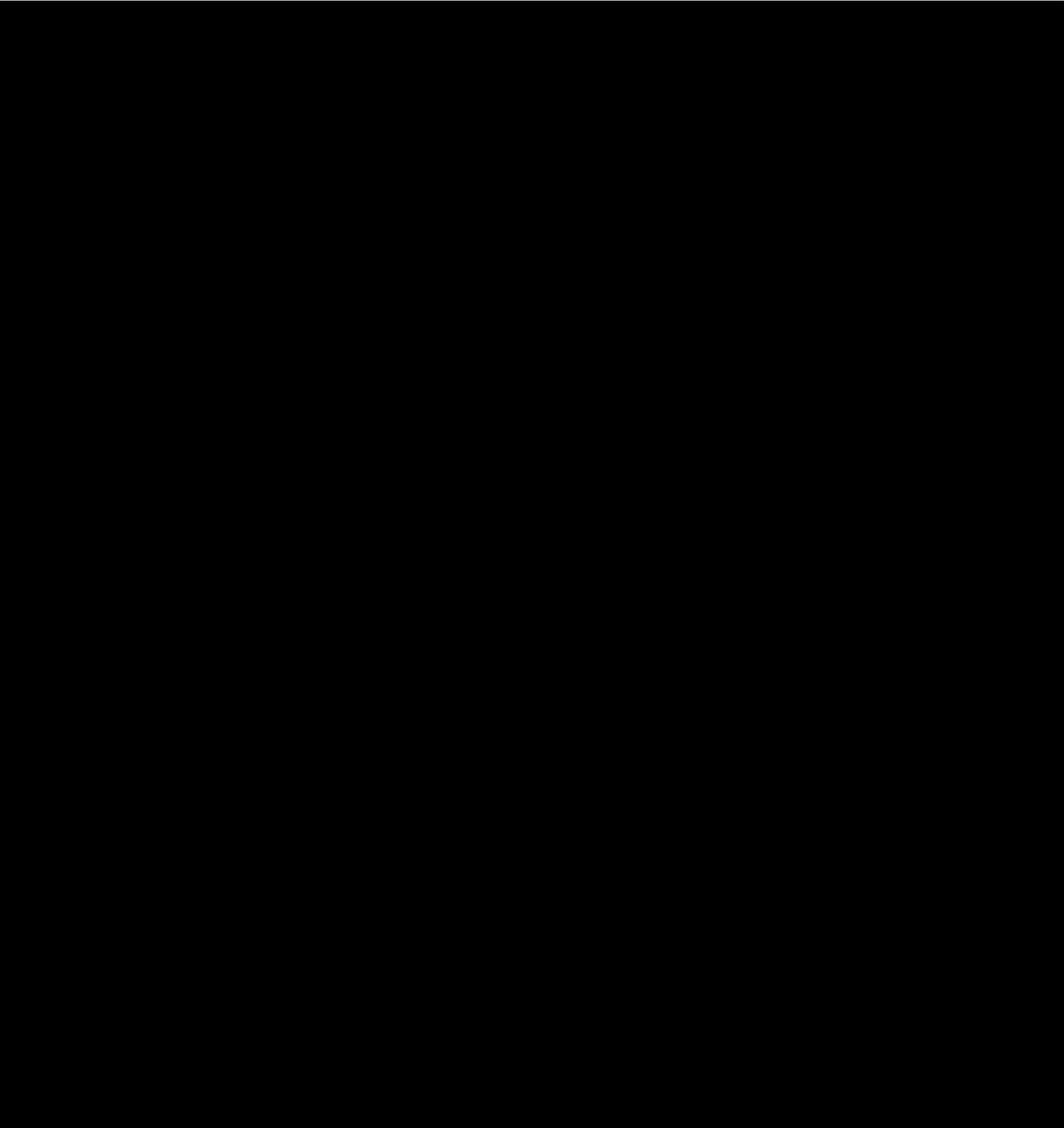


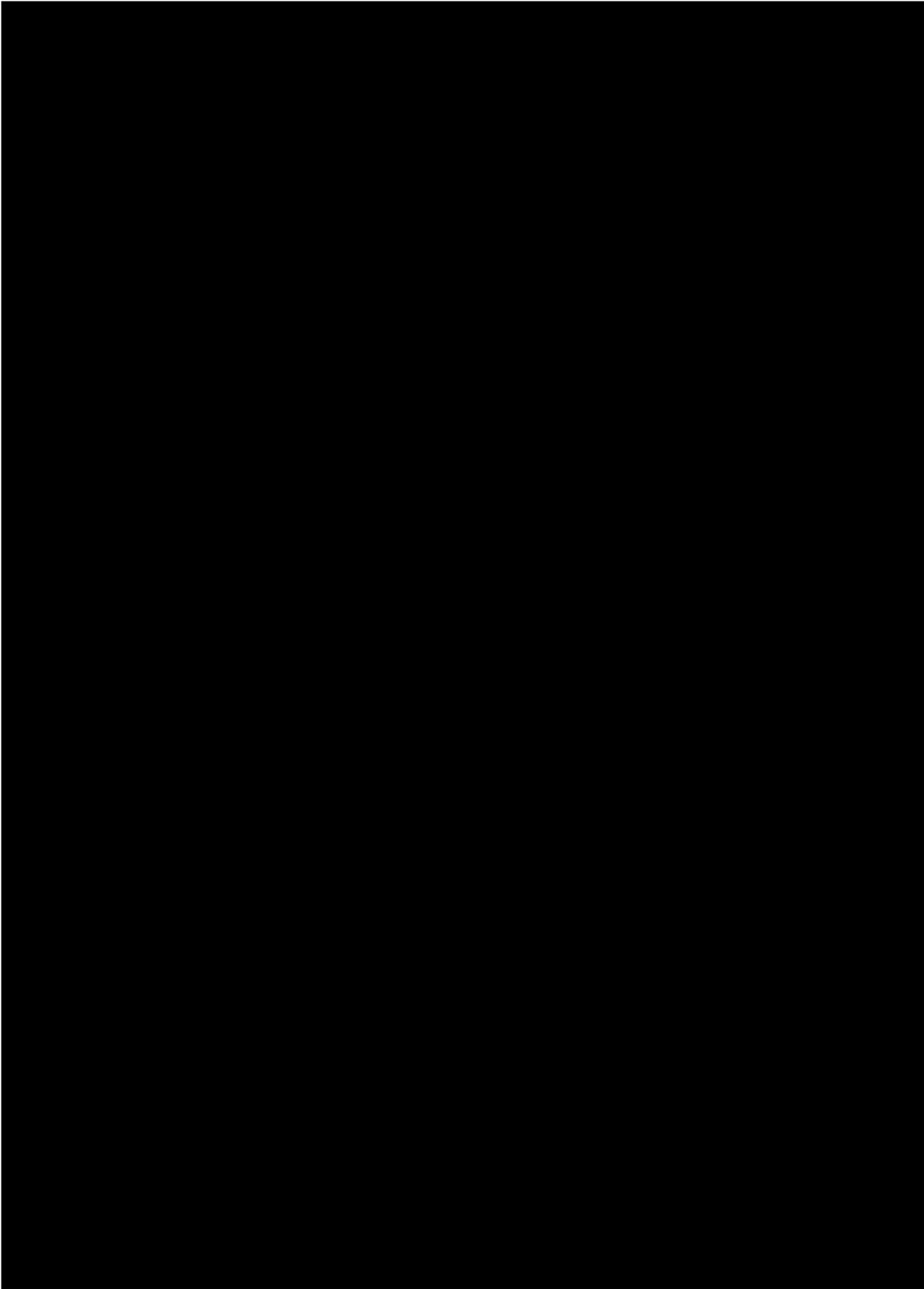


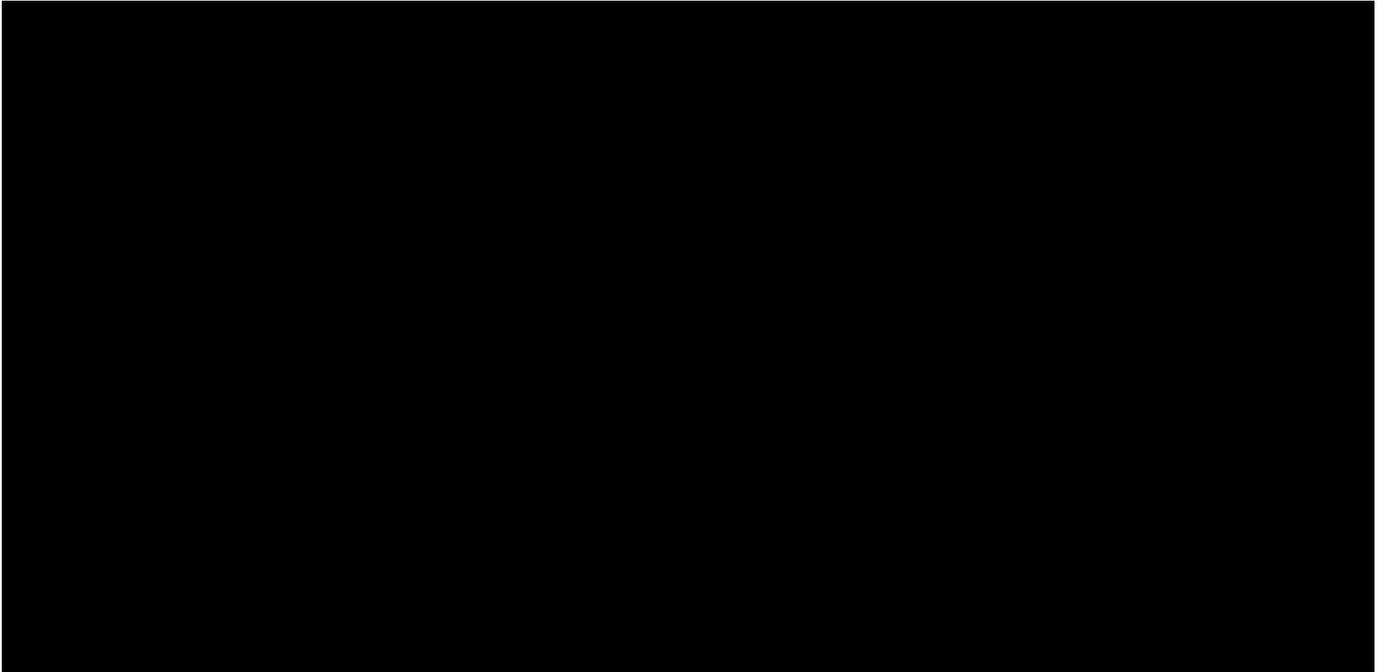


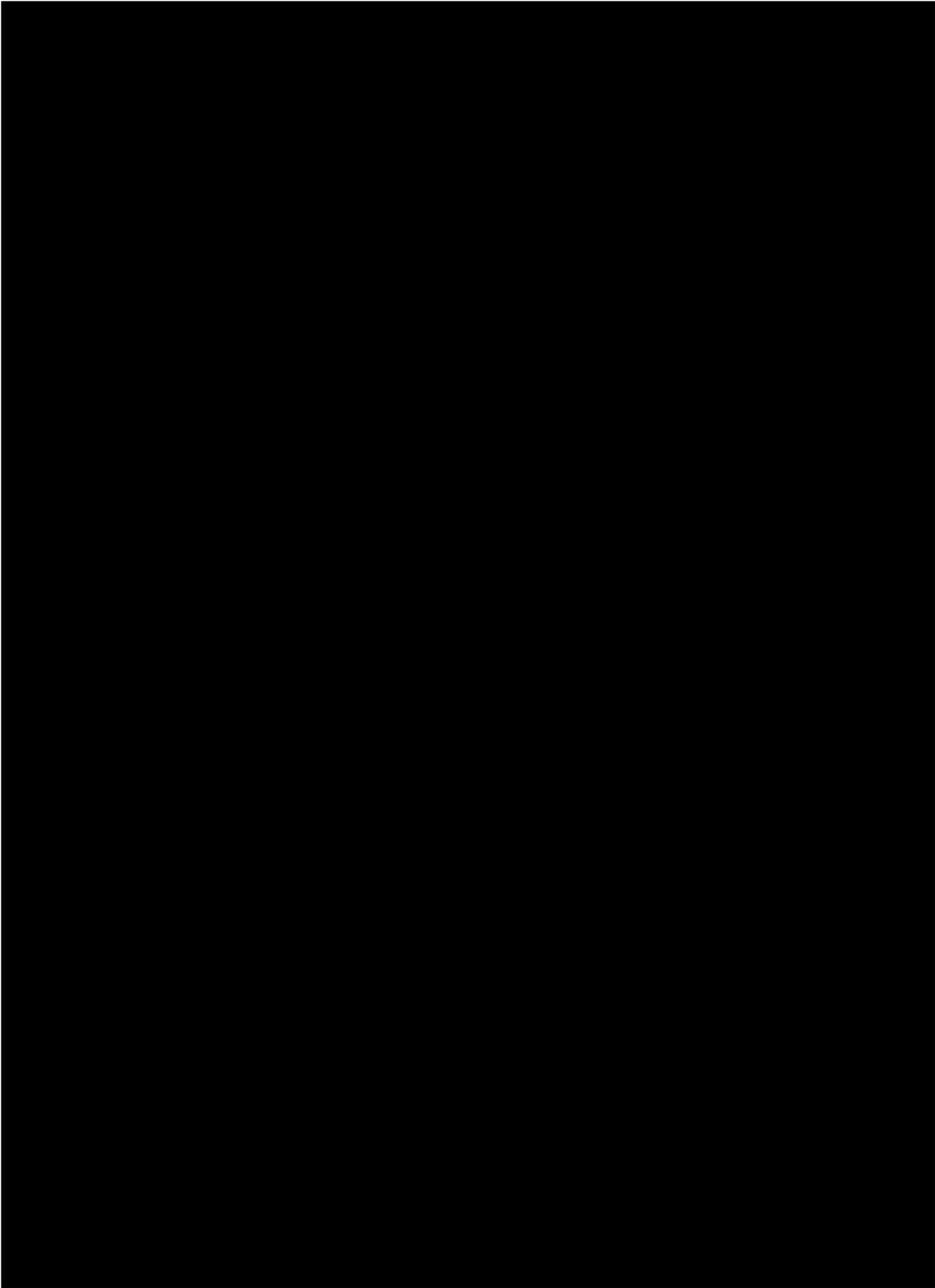




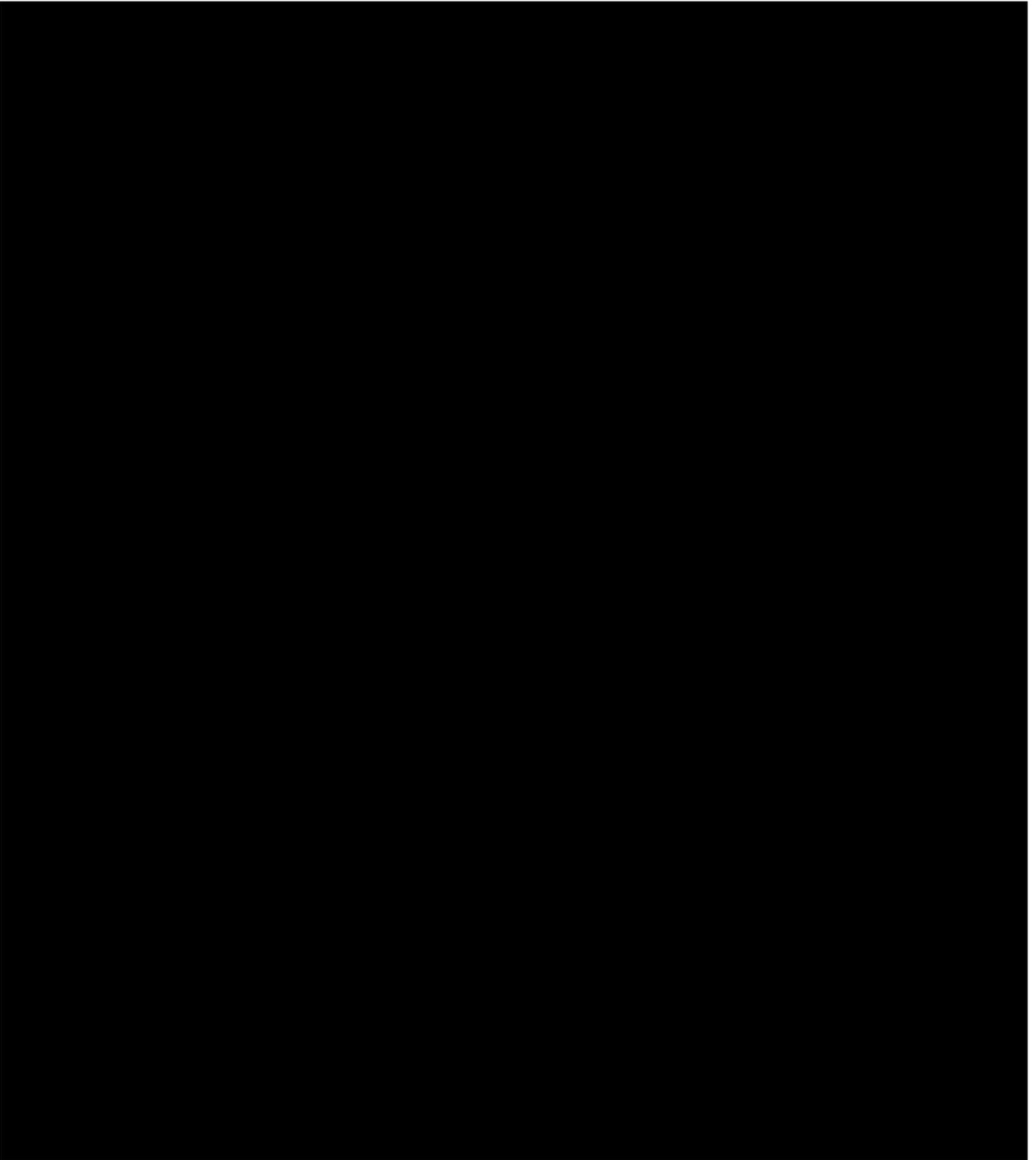




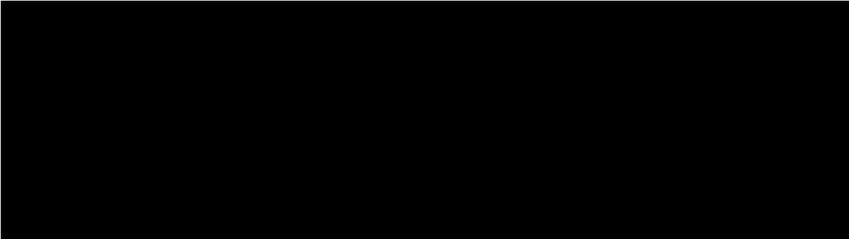


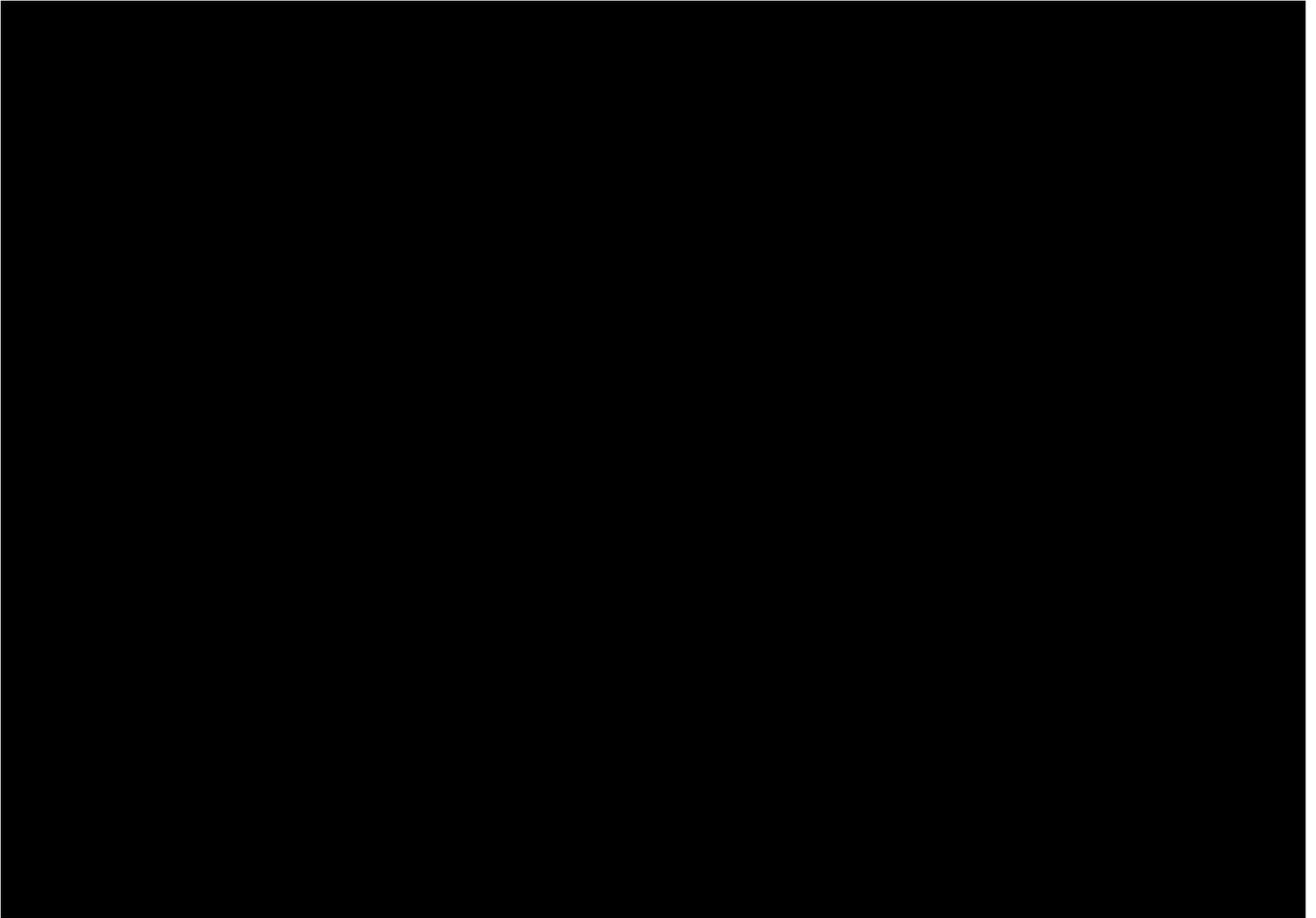












SCHEDULE 26**Timber Standards****Timber Standards****Aim of KPI:**

Implement the GLA Sustainable Timber Policy

Implement the Authority's environmental objective: Reduce resource consumption and improve green procurement

Reporting period	
Date	
Completed by	
Title	

Desired Outcome	Performance Indicator	Quantity (KG)	Value (£)	% of good represented	Reporting Frequency	objective	2023	2024	2025	2026	2027
Reduce resource consumption and improve green procurement (Authority's Env' KPI)	Timber complies with Sustainable Timber definition and obligations as per this Agreement				Quarterly, with Annual report.	Increase/maintain % of sustainable timber supplied					
Reduce resource consumption and improve green procurement (Authority's Env' KPI)	Timber does NOT comply with Sustainable Timber definition and obligations as per this Agreement				Quarterly, with Annual report.	Reduce amount of Non Sustainable Timber procured.					

SCHEDULE 27

Capex Change Control Note

This Schedule has been redacted in full.

SCHEDULE 28

Environmental

The Media Partner is required to demonstrate how it will respect and deliver on the principles outlined within the Authority's Corporate Environment Plan ("**CEP**") and other associated strategies such as the Mayor of London's Transport and Environment Strategies when supplying products and materials to the Authority.

The Authority is committed to continue being the strong green heartbeat of London and fully supports the Mayor of London's aims to make London one of the greenest cities in the world.

The Authority's key environmental commitments are set out in its CEP. These include:

- contributing to achieve the Mayor's target of net-zero carbon by 2030.
- achieving zero-carbon emissions across our operations and head office buildings by 2030.
- supporting a circular economy which prevents waste and re-uses waste to achieve the Mayor's target to become a zero-waste city by 2050.
- deliver activities responsibly and meets environmental best practice through complying with all legal requirements and going beyond minimum obligations that apply to environmental best practices.

1. **Environmental Management Plan(s)**

- 1.1 Within thirty (30) days of the Contract Commencement Date the Media Partner will provide an initial Environmental Management Plan to the Authority for approval in accordance with **paragraph 1.8**.
- 1.2 This will be used to provide the processes the Media Partner uses for identifying measures to improve the environmental performance within this Agreement.
- 1.3 Within forty (40) days of the Contract Commencement Date, the Media Partner will attend an environmental kick-off meeting with the Authority to discuss the initial Environmental Management Plan, sustainability objectives, targets, key performance indicators and this Agreement.
- 1.4 Within sixty (60) days of the Contract Commencement Date, the Media Partner will submit an updated Environmental Management Plan following, and in line with, the feedback received at the kick-off meeting. This will then form the agreed Environmental Management Plan once approved by the Authority.
- 1.5 On the anniversary of the Contract Commencement Date, the Media Partner will review the agreed Environmental Management Plan and within twenty (20) days propose any updates to the Authority for incorporation into the agreed Environmental Management Plan.
- 1.6 The agreed indicators are used by the Media Partner to monitor and report upon sustainable design performance of products supplied, and thereby demonstrate the effective delivery of an environmentally sustainable Agreement. These will be subject to review within environmental workshops which will be held at regular intervals throughout the Term.
- 1.7 Targets will relate to supporting the transition to a low-carbon circular economy through:
 - 1.7.1 maximising the use of re-used and recycled materials within items supplied. A baseline of existing re-used and/or recycled content in items supplied will be established in the first year with year-on-year improvement for the Term;

- 1.7.2 minimising packaging waste and ensuring all packaging materials are made of 100 percent recycled and recyclable materials with a focus on using packaging which can be returned to the Media Partner and re-used;
 - 1.7.3 establishing a baseline of embodied carbon within products supplied in the first year of this Agreement leading to year-on-year improvement for the Term; and
 - 1.7.4 establishing a baseline of carbon emissions within the supply chain and manufacturing process of items throughout this Agreement in the first year and year on year improvement for the Term.
- 1.8 As a minimum, the Environmental Management Plan will include or define:
- 1.8.1 the environmental risks and opportunities within this Agreement and the actions to be taken to address these;
 - 1.8.2 this Agreement's environmental objectives and the Media Partner's plans for achieving these – demonstrating how these directly support the achievement of the aims and targets specified within the CEP;
 - 1.8.3 the environmental key performance indicators that have been identified to support the Media Partner's plan for achieving this Agreement's environmental objectives;
 - 1.8.4 the processes and roles & responsibilities for implementing, communicating, and ensuring the effectiveness of the Media Partner's EMS (as defined below);
 - 1.8.5 the processes for preparing for, and responding to, environmental incidents and near misses, including the reporting and investigation of such occurrences;
 - 1.8.6 the processes for reporting against this Agreement's environmental targets and how these will be used to monitor and improve environmental performance;
 - 1.8.7 demonstrate how the Media Partner will prioritise and support the transition to a low-carbon circular economy through selection of options to reduce carbon, prevent waste, set plans to achieve this Agreement's targets for reduction in waste and the use of virgin materials, and increase re-used and recycled content on this Agreement, including through the use of energy within manufacturing, materials, equipment and tools where technically viable and innovative solutions, in conjunction with key stakeholders;
 - 1.8.8 whole Life Carbon Assessments for the scope of this Agreement and how these will be delivered throughout the Term;
 - 1.8.9 the content will be agreed with the Authority and any updates will be implemented within a period agreed with the Authority; and
 - 1.8.10 progress against the Environment Plan will be reported within an agreed format.
- 1.9 The Carbon Reduction Plan ("CRP") specified in **Appendix 28A** to this **Schedule 28** and proposed sustainability measures will be discussed and agreed within the environmental kick off meeting in accordance with **paragraph 1.3**. The Media Partner will ensure that systems are in place for delivering those measures which are applicable to the Media Partner's sphere of influence. The CRP document will be used to track the proposed sustainability measures / innovations and any subsequent measures proposed throughout the Term.
2. **Environmental Management System**
- 2.1 The Media Partner will have in place an environmental management system ("**EMS**") that is bespoke to this Agreement and which, as a minimum, meets the requirements set out below:

- 2.2 The EMS will be certified to the BS EN ISO14001 standard, or equivalent standard, by a United Kingdom Accreditation Service, or equivalent accredited certification body or the Media Partner will have an environmental management policy, and an independently audited EMS to the standard of BS EN ISO14001, or equivalent.
- 2.3 The Media Partner will carry out environmental aspect and impact assessments to identify all potential environmental aspects and impacts related to the activities, products, and services it delivers and the Media Partner will provide details of any necessary environmental control measures to the Authority.
- 2.4 The Media Partner will review the environmental aspect and impact assessments as a minimum once a year, but must ensure they, and any associated control and mitigation measures, remain pertinent to the works forming part of the Advertising Activities.
- 2.5 The EMS will be consistent with and support the principles of the CEP.

3. **Reducing whole life carbon, water usage and cost**

- 3.1 The Media Partner will maximise the sustainable performance of their activities (including through their supply chain) and minimise the whole life carbon impact within this Agreement.
- 3.2 The Media Partner will strive to lower this Agreement's whole life carbon and whole life financial cost by investigating, and where practicable implementing, innovative sustainable design, and manufacturing solutions.
- 3.3 The Media Partner will work with their subcontractor(s) to lower whole life carbon associated with goods and services supplied from their subcontractors.
- 3.4 The Media Partner will:
 - 3.4.1 use principles that consider the longer-term design life of items supplied and will offer solutions that remain state of the art;
 - 3.4.2 use designs, systems, and practices that will reduce energy and fossil fuels used to manufacture items;
 - 3.4.3 design systems for manufacturing methods that minimise water use during the production of items supplied;
 - 3.4.4 design systems for manufacturing methods that minimise use of virgin raw materials during the production of items supplied; and
 - 3.4.5 adapt processes which utilises end of life items generated within this Agreement within the manufacture of new products in a circular method.
- 3.5 The Media Partner will implement the carbon reduction hierarchy through the following:
 - 3.5.1 build nothing – challenge the root cause of the need; explore alternative approaches to achieve the desired outcome;
 - 3.5.2 build less – maximise the use of existing assets; optimise asset operation and management to reduce the extent of new construction required;
 - 3.5.3 build clever – design in the use of low carbon materials; streamline delivery processes; minimise resource consumption; and
 - 3.5.4 build efficiently – embrace new construction technologies; eliminate waste.
- 3.6 The Media Partner will implement the energy hierarchy through the following:

- 3.6.1 remove fossil fuel consumption;
 - 3.6.2 improve energy efficiency;
 - 3.6.3 maximise local renewables; and
 - 3.6.4 procure renewable energy.
- 3.7 The Media Partner will implement the waste management hierarchy:
- 3.7.1 prevent;
 - 3.7.2 reduce;
 - 3.7.3 re-use within the project;
 - 3.7.4 re-use at other project sites;
 - 3.7.5 recycle;
 - 3.7.6 recover, e.g., energy from incineration; and
 - 3.7.7 dispose.

4. **Waste and resource management**

- 4.1 The Media Partner will promote minimisation of waste within its operation and items supplied, including packaging, to play a supporting role in helping the Authority achieve its environmental targets.
- 4.2 The London Environment Strategy has the following aim: London will be a zero-waste city by 2050.
- 4.3 The Media Partner will consider the waste hierarchy and prioritise waste prevention, reduction, and reuse of materials before recycling. This applies to both items supplied and packaging.
- 4.4 The Media Partner will maintain and increase the current re-use and recycling rate in accordance with targets agreed throughout the Term. This will be done while avoiding the use of single use plastic.
- 4.5 The Media Partner will ensure that sustainable resource use and waste management are considered as an integral part of the planning and design of materials and items provided in this Agreement.
- 4.6 The Media Partner will implement circular economy business models over traditional systems, as far as reasonably practicable. The Media Partner will discuss with the Authority how it will utilise circular economy models to design out waste upon the Contract Commencement Date and meetings held at agreed points throughout the Term.
- 4.7 The Media Partner must recycle commercial and industrial waste associated with this Agreement and achieve a minimum of 65 % recycling by 2030.
- 4.8 When procuring any Waste Electronic and Electrical Equipment (“WEEE”) the Media Partner will: purchase on behalf of the Authority, lease or otherwise, in accordance with the WEEE Regulations the Media Partner will assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of all WEEE. This will be done in line with the waste hierarchy with the aim to re-use materials within the manufacture of new WEEE.

5. **Material efficiency and selection for packaging of supplied**

- 5.1 The Media Partner will ensure all cardboard, paper, and other packaging where appropriate, is 100% recyclable and from a source accredited by the Forest Stewardship Council (FSC), or be made from 100% recycled materials. Evidence must be provided within four (4) weeks of the Contract Commencement Date.
- 5.2 The Media Partner will ensure all plastic packaging is made from 100% recycled materials and be 100% re-useable or recyclable.
- 5.3 The Media Partner will outline items of single use plastic and design a plan to remove single use plastics associated with this Agreement.
- 5.4 The Media Partner will outline a plan for takeback schemes which will demonstrate reuse of Goods supplied and their packaging.

6. **Re-use and distribution of useable items**

The Media Partner will work with the Authority to agree methods for returning unused goods and packaging supplied to the Authority. Any mechanisms which provide financial savings will be agreed with the Authority.

7. **Air quality / vehicles**

- 7.1 The Media Partner will identify, assess, and utilise transport opportunities that will reduce vehicle mileage and associated carbon / air quality emissions. These may include delivery by rail, river, E-cargo bike etc. or the consolidation of loads.
- 7.2 To minimise air quality impacts the Media Partner will deliver under this Agreement using zero emission vehicles wherever feasible.
- 7.3 The Media Partner is free to adopt a technology neutral approach (i.e., the Media Partner is free to choose which vehicle propulsion/fuel/energy source is used) to meet the emissions requirements contained herein.
- 7.4 In transitioning to the use of zero emission vehicles to deliver this Agreement the Media Partner, as far as practicable, meets or betters the following:
 - 7.4.1 from January 2025, all M1 category cars will be zero-emission;
 - 7.4.2 from January 2025 all N1 category commercial vehicles not exceeding 3,500 kg maximum authorised mass will be zero emission capable (ideally meeting or exceeding the performance requirements for eligibility for a plug-in grant from the Department of Transport, see: <https://www.gov.uk/plug-in-car-van-grants>);
 - 7.4.3 from January 2030, all N2 and N3 category commercial vehicles exceeding 3,500 kg maximum authorised mass will be fossil fuel free.
- 7.5 If the Media Partner can demonstrate to the Authority that it is unable to secure the use of vehicles that meet the requirements stipulated above, the Media Partner may, with the Authority's written approval, use vehicles which meet the following minimum requirements until such time as the Media Partner is able to secure the use of vehicles which meet the more stringent requirements:
 - 7.5.1 M1 category cars - Euro 6 emission standard;
 - 7.5.2 N1 Class I, II & III vans - Euro 6 emission standard;
 - 7.5.3 N2 and N3 category vehicles exceeding 3,500 kg maximum authorised mass - Euro VI emission standard.

- 7.6 The Media Partner will ensure that all vehicles are maintained and operated so that environmental impacts are reduced as far as reasonably practicable. As a minimum, the Media Partner will:
- 7.6.1 ensure vehicles are regularly serviced in line with the manufacturers' recommendations;
 - 7.6.2 ensure all faults or problems on such vehicles are repaired/addressed as soon as practicable; and
 - 7.6.3 monitor and record all vehicle fuel and mileage in connection with the performance of the Advertising Activities.

Reducing the environmental impact of materials

8. Volatile Organic Compounds and chemicals with adverse environmental impacts

- 8.1 The Media Partner will discuss with the Authority how all goods are used in the performance of the Advertising Activities and then risk assess and propose the phased replacement of high VOC products or similar e.g., persistent organic pollutants, paints, aerosols, other similar products with a "lower" environmental impact.
- 8.2 It is recognised by the Authority that some products maybe be of high risk, but high efficacy or no realistic alternative exists at this time, e.g., petrol, and can therefore remain.

9. Noise and Vibration

The Media Partner will ensure that performance of the Advertising Activities do not breach conditions within any local noise abatement notices in sensitive locations, and will use the best practicable means to control and limit noise and/or vibration levels so that affected properties, and other sensitive receptors, are protected from excessive or prolonged noise and vibration associated with all activities.

10. Dust

- 10.1 The Media Partner will use the best practicable means to always reduce dust and other emissions and not to create a dust nuisance.
- 10.2 If the Authority decides that the Media Partner is not dealing adequately with the control of dust or other emissions, the Authority may instruct the Media Partner to carry out additional measures as the Authority considers necessary. Such measures will not be subject to **clause 72** (Variation).

11. Annual Environmental Reporting

- 11.1 The Media Partner will provide the Authority with an annual environmental performance report to share the following information in an agreed format established within the kick-off meeting:
- 11.1.1 summary of the performance against the Environmental Management Plan, including environmental statistics in relation to agreed topics established in the environmental workshop e.g., carbon emissions, waste collected, environmental incidents;
 - 11.1.2 a summary of environmental innovations implemented into this Agreement;
 - 11.1.3 a summary of any changing circumstances, including developments in Law; and
 - 11.1.4 proposed environmental improvement targets together with commentary on the performance in relation to the previous year's improvement targets, including the status of corrective and preventative actions.

Appendix 28A
Carbon Reduction Plan



Carbon and Resource Plan (CRP)

Directorate	Name of Directorate
--------------------	---------------------

Project * Programme *	Name of Project or Programme
----------------------------------	------------------------------

Reference	Central Project List (CPL) item ID
------------------	------------------------------------

Pathway Stage	Pathway Stage
----------------------	---------------

Responsible ⁽¹⁾	Project Engineer	Name
	Signature	Date

Accountable	Project Manager	Name
	Signature	Date

Reviewed by ⁽²⁾	Project Engineer	Name
	Signature	Date

Product History	Version	Date	Author	Summary of changes
	0.1	dd/mm/yyyy	Insert Name	First draft

* Delete as appropriate

⁽¹⁾ The person(s) responsible for the design should produce this document. All designers should be consulted and all project stakeholders aware of any actions to ensure Carbon is considered in decision making.

(2) If Designer signs as Responsible, then Project Engineer signs Reviewed by

Product Context

Purpose	The purpose of the Carbon and Resource Plan is to encourage and facilitate the reduction of whole life carbon emissions, energy consumption and waste production through the application of the carbon, energy, and waste reduction hierarchies.
----------------	--

Applicability	The Carbon and Resource Plan must be produced for all projects/programmes impacting assets or creating new assets. This product is normally created at project level, but if appropriate and agreed with the SHE Sustainability and Corporate Environment team, it may be produced for a group of projects or programme.
----------------------	--

Consult Consider these roles when developing this document.	Role	Detail
	Sponsor	To be involved in carbon and resource workshops so that carbon, energy and waste are considered and captured in the development of the business case
	Operations Representative	To propose savings initiatives and ensure those proposed by others consider the benefits and disbenefits of each option from their perspective.
	Maintenance Representative	To propose savings initiatives and ensure those proposed by others consider the benefits and disbenefits of each option from their perspective.
	Commercial Lead	To propose savings initiatives and ensure those proposed by others consider the benefits and disbenefits of each option from their perspective.
	Subject Matter Experts	To propose savings initiatives and ensure those proposed by others consider the benefits and disbenefits of each option from their perspective.
	Construction Lead / Manager	To propose savings initiatives and ensure those proposed by others consider the benefits and disbenefits of each option from their perspective.
	SHE Corporate Environment	Subject Matter Expert for carbon and the environment who may audit this document. Will also propose savings initiatives and ensure those proposed by others consider the benefits and disbenefits of each option from their perspective.



Characterisation Table	Category Level			
	Simple	Standard	Significant	Major
All sections	Required	Required	Required	Required

General Notes:

- The whole life carbon management process for projects can be found on [this page](#) including relevant links to each lifecycle stage specific process and guidance.

If you have any queries, feedback, or improvement suggestions about this product, then please contact 



Table of Contents

Distinguishing elements of the Carbon Management Process	5
Introduction to completing the Carbon and Resource Plan: the Carbon, Energy and Waste Reduction Hierarchies	6
Step 1: Carbon and Resource Workshops	7
Step 2: Carbon and Resource Opportunities Tracker	10
Step 3: Carbon and Resource Trackers	11



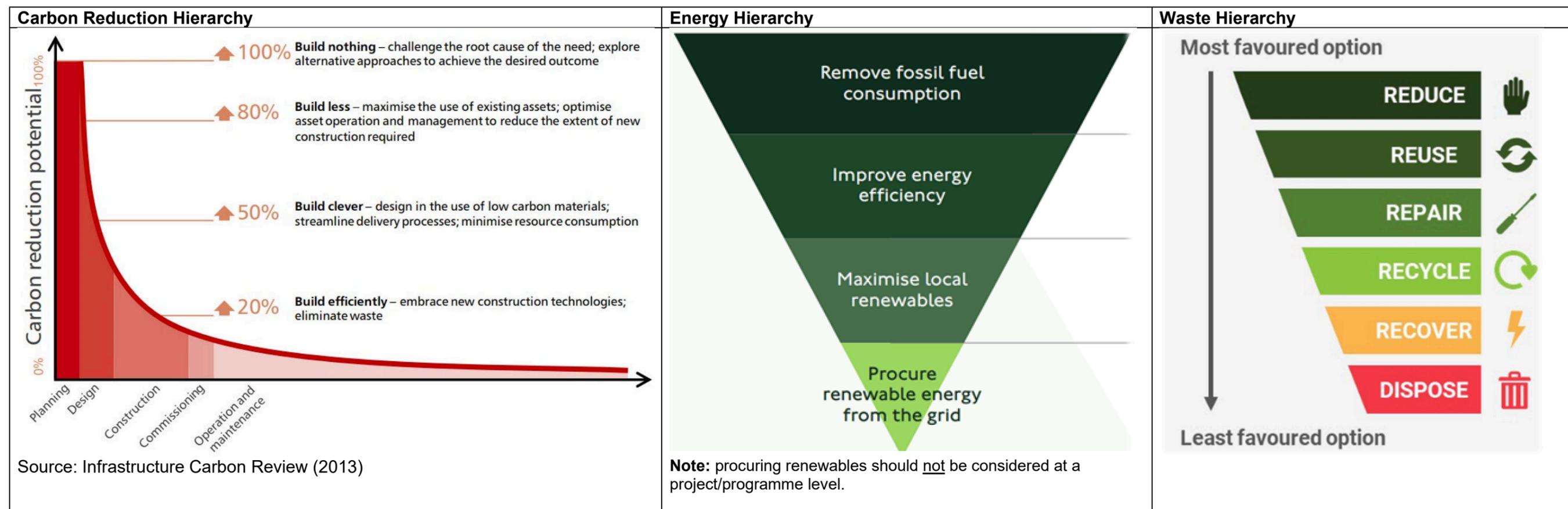
Distinguishing elements of the Carbon Management Process

	Carbon and Resource Plan	Whole Life Carbon Model	Carbon Management Plan
Applicability	All projects impacting existing assets and installing new assets.	All projects impacting existing assets and installing new assets.	Schemes applying to DfT for funding.
Responsible	Project Engineer* *The person(s) responsible for the overall design should produce this document. All designers should be consulted and all project stakeholders aware of any actions to ensure Carbon is considered in all decision making.	Project Engineer	Project Manager
Purpose of deliverable	Support the identification of carbon, energy and waste reduction opportunities and their implementation to enable low carbon, energy, and waste outcomes: <ul style="list-style-type: none"> Provides guidance for Carbon and Resource Workshops and supports capture of discussions Tracks Carbon, Energy and Waste reduction opportunities and their outcomes 	Quantitative assessment of whole life carbon.	Integrated or separate component of a schemes Management Case that details the plan for Carbon Management on a project, including assumptions, boundaries and scope of Whole Life Carbon assessment and modelling; RACI for enacting Carbon Management; monitoring and reporting plans, and Whole Life Carbon reporting.
Creation and Updates	The CRP is Created at Option Selection and reviewed and updated at each Pathway Stage.	<p>The Pathway Stage at which to begin modelling is defined in the Environmental Evaluation according to characterisation:</p> <ul style="list-style-type: none"> Major/Significant – Outcome Definition <ul style="list-style-type: none"> Quantitative modelling at longlist and shortlist Standard – Option Selection <ul style="list-style-type: none"> Qualitative assessment at longlist Quantitative model at shortlist Simple – Concept Design <p>The first quantitative Whole Life Carbon model produced for project is the <u>Carbon Baseline</u>. Updates or replacement of the Carbon Baseline must be managed by Change Control and only occur under specific circumstances.</p> <p>Throughout the project, Live/Realised Carbon Models continuously track the latest design of a project. These may be produced as “updates” of previous Carbon Models or created new depending on the changes to the underlying assumptions and data used to create the Models.</p>	Multiple per project (one report or report revision per stage). A <u>carbon management plan template</u> is held within business case guidance.



Introduction to completing the Carbon and Resource Plan: the Carbon, Energy and Waste Reduction Hierarchies

Transport for London must support London’s ambitions to become a zero-carbon and zero-waste city. To reduce the Carbon, Energy and Waste associated with Transport for London’s activities, projects impacting existing assets or installing new assets must complete the Carbon and Resource Plan (CRP). The CRP supports London’s ambitions by requiring projects to identify and implement opportunities aligned with the Carbon, Energy and Waste Reduction Hierarchies:



The CRP provides a framework for projects to use the hierarchies by:

- providing guidance for using the hierarchies in “Carbon and Resource Workshops” to identify reduction opportunities and supports capture of these discussions
- tracking identified opportunities and their outcomes



Step 1: Carbon and Resource Workshops

- At the start of each Pathway Stage, the Designer must lead a Carbon and Resource Workshop with the project team and stakeholders to identify Carbon, Energy and Waste reduction opportunities for the project. Attendees should include the Designer, Project Manager, Engineers, Sponsor, SHE Business Partners, Construction Managers (where assigned), Maintenance or Operations representatives (where appropriate).
- The workshop may be structured by using the prompting questions below to explore opportunities for minimising carbon, energy and waste and discuss their validity. Where quantified information is available, resource and carbon Hotspots (Tables 2 and 5) should be explicitly considered. Projects may also use their cost and schedule Risk Registers to identify opportunities for cost reductions that also impacts carbon, energy, and waste.
- This section supports these workshops by:
 - Providing prompts for workshop discussion in line with the Carbon, Energy and Waste reduction hierarchies to spark conversation and ideas of opportunities in the categories of: Materials, Transport, Delivery, Maintenance & Replacement, Operational Energy, and End of Life
 - Providing space for projects to make notes during the workshops
- As projects develop their quantitative Whole Life Carbon Models, Energy models and Waste estimates (summarised in Tables 2-7), they should prioritise discussion of opportunities aimed at reducing the identified hotspots.
- Note: Words like ‘build’ in the table below can be easily swapped for ‘deliver, manufacture, procure’ to suit the needs of the project.

For further guidance, resources, and examples of reduction opportunities, please review [Part 2 of the Carbon Management Training Suite](#).

	Option Selection	Concept Design	Detailed Design	Delivery
Date of Workshop				
Workshop led by (Designer and Organisation Name):				

Materials & End of Life	Build Nothing	What can be descoped? How can the functionality be achieved without buying and/or constructing a new asset? What alternatives could achieve the same outcomes and benefits?
	Build Less	How can existing assets and systems be retrofitted, modified, or repurposed to achieve the project outcomes? How can existing communication systems be used? How can the life of existing assets be maximised? How can the design be made smaller? How can the quantities of materials be minimised? How can the reuse of site material be maximised (e.g., from demolition and site clearance)? Can elements of the existing infrastructure or materials be re-used (rather than building from new)?
	Build Clever	Can off-site construction be used? Can modular construction be used? Are nature-based solution possible? Can less carbon intensive materials be used? (e.g., lower carbon cement and concrete alternatives, high-recycled content steel, higher recycled content) Can sustainable and regenerative material be used (e.g., timber)? Can materials be sourced locally? How can reusability at end of life be maximised? Can Circular Economy principles be considered in asset/material selection? What consideration has been given to sourcing materials for re-use from other TfL sites or other users? What steps have been taken to maximise the use of materials with recycled content? Can use be made of the sharing economy or using products as a service?
	Build Efficiently	How can rework be minimised? (Get It Right initiative) How can overordering be minimised?
Brainstorm		



Transport	Transport Nothing	What is already on-site that can be used (e.g., plant, materials etc)?
	Transport Less	How can transport distances be minimised? How can the number of deliveries be minimised? Can materials be sourced from TfL stores or sites?
	Transport Clever	Is there a lower carbon transport option? Can lorries and vehicles be removed from the road?
	Transport Efficiently	How can vehicle loading be maximised? How can dead mileage be minimised?
Brainstorm		

Delivery	Deliver Nothing	What is already on-site that can be used (e.g., site electricity connection, site water supply)?
	Deliver Less	How can temporary works be minimised? How can the re-use of temporary works maximised? How can site electricity, fossil fuel and water consumption be minimised? How can time on site be minimised? Can more energy efficient plant be used?
	Deliver Clever	How can fossil fuel consumption be removed or minimised? How can plant use be minimised? Can renewable energy be used to power site cabins and facilities? Can SUDS be used on longer term construction sites? Can use be made of the sharing economy / using products as a service?
	Deliver Efficiently	How can rework be minimised? (Right First-Time initiative) How can plant utilisation be minimised?
Brainstorm		

Maintenance & Replacement	Use Nothing	How can the design life be maximised? Can maintenance be designed out?
	Use Less	How can maintenance be minimised? How can the durability of the design be maximised (to lessen the need for resources to be used for repairs in future)? How can durability be maximised?
	Use Clever	How can the future replacement of assets with lower carbon alternatives be supported? How can the resilience of other assets in the system be supported? How can the design be improved to make it resilient to extreme weather and climate change?
	Use Efficiently	How can asset condition be monitored?
Brainstorm		

Operational Energy	Use Nothing	How can fossil fuel consumption be removed? Are passive options available? (e.g., skylights for maximising natural light, passive cooling, green/blue roof, sunshades)
	Use Less	How can energy efficiency be maximised? How can energy consumption be minimised? Can more energy efficient products be chosen e.g., from the Energy Technology List?
	Use Clever	How can the use of local renewables be maximised on the asset or in the vicinity? ¹ Can a heat pump be installed for heating?
	Use Efficiently	How can the utilisation of energy consuming assets be minimised? (e.g., motion sensors, heating/cooling programmes) Can out of hours consumption of energy be controlled/minimised?

¹ It is TfL strategic policy for all new build structures to install solar photovoltaic panels for electricity generation.



Brainstorm	
-------------------	--

End of life	Reduce	How can waste be minimised? How can the cut and fill balance be optimised to reduce the quantity of excavated material taken off site? Can less wasteful construction processes be used?
	Reuse	Are there identifiable projects or organisations that could make use of, or reuse, the project's waste? How can the reuse of site materials be maximised (e.g., from demolition and site clearance)? Can topsoil be reused on site or locally? How can the project aid disassembly for reuse?
	Repair	How can the project aid disassembly for repair?
	Recycle	How can the project aid disassembly for recycling? How can the recyclability of used materials be maximised? Can the recycling rates of transfer stations and/or recycling facilities be considered when selecting facilities to be used?
	Recover	After exhausting the above considerations, are there options for recovering energy or other useful returns from the waste?
	Dispose	How can the disposal of waste be minimised?

Brainstorm	
-------------------	--



Step 2: Carbon and Resource Opportunities Tracker

- Once opportunities are captured through the Carbon and Resource Workshops, they must be transferred to *Table 1 – Carbon and Resource Opportunities Tracker* for monitoring through to the end of the project. This process of transferring new opportunities will occur after each Pathway Stage Workshop.
- Projects may choose to add their CRP opportunities to their Risk Registers, so carbon, energy and waste opportunities are tracked and reviewed alongside the cost and schedule risk review process.

Table 1 – Carbon and Resource Opportunities tracker

**if available*

Hierarchy	Hierarchy principle	Proposal with brief narrative of benefits	Status	Responsible	Status notes	Projected Cost saving*	Other projected savings*
Carbon / Energy / Waste	Hierarchy principle e.g., Build Nothing, Remove fossil fuels, Reuse	Proposed initiative/intervention with a high-level summary of the expected benefits.	Proposed/ Implemented/ Rejected	Entity/role responsible for opportunity	Notes should be based on status: <ul style="list-style-type: none"> Proposed – salient points, action to progress Implemented – point at which (e.g., Detailed Design Review) proposal was implemented. Rejected – reason why proposal was not adopted. This is to demonstrate the work the project has undertaken and prevent later stages repeating work (or understanding why proposal was initially discounted if item is being revisited). 	Cost saved. Quantitative if information available, if not qualitative.	Carbon/ waste/ energy saved. Quantitative if information available, if not qualitative.



Step 3: Carbon and Resource Trackers

Summary of Whole Life Carbon Models

- The Pathway Stage at which to begin modelling is defined in the digital Environmental Evaluation according to characterisation:
 - Major/Significant – Option Selection
 - Quantitative modelling at longlist and shortlist
 - Standard – Option Selection
 - Qualitative assessment at longlist
 - Quantitative model at shortlist
 - Simple – Concept Design
- For further guidance for Whole Life Carbon Modelling, please review the [Carbon Management Training Suite](#).

Table 2 – Summary of Whole Life Carbon Models

Model	Date produced	Modeller(s) and organisations	Tool(s) used	Major Boundaries and Assumptions	Document Reference(s)
Baseline	*Insert date*		E.g., IStructE carbon tool, TfL Infrastructure Carbon Model Tool, City Planning Carbon Model Tool (eTool) , RSSB Carbon tool etc.		Document references of the Whole Life Carbon Model and any accompanying carbon reports produced.
Concept Design v1	*Insert date*				
Concept Design v2	*Insert date*				
Detailed Design	*Insert date*				
Delivery	*Insert date*				
Add/remove as required					



Table 3 – Summary of Whole Life Carbon Model results (tCO₂e)

- For further guidance for Whole Life Carbon Modelling, please review the [Carbon Management Training Suite](#).
- Delete or separate lifecycle module columns dependant on the Scope of the project's Whole Life Carbon Models.

Project stage	A0	A1-3	A4	A5	B1	B2-3, 5	B4	B6	B7	B8	C1-4	D	Total	High level narrative
Baseline														
Concept Design v1														
Concept Design v2														
Detailed Design														
Delivery														
Add/remove as required														

Table 4 – Whole Life Carbon Model Hotspots

This table records the hotspots from the current Whole Life Carbon Model. Note that the hotspots may change through the project lifecycle as opportunities and risks and realised.

Hotspot	Description	Estimated Whole Life Carbon emissions (tCO ₂ e)	% of project Whole life Carbon emissions	Description of Table 1 opportunities being pursued that will reduce the impact of the hotspot
Hotspot 1 name	E.g., energy			
Sub-hotspot 1 name	E.g., lighting			
Sub-hotspot 2 name	E.g., HVAC plant			
Hotspot 2 name	E.g., Superstructure			
Hotspot 3 name	E.g., Concrete			
Hotspot 4 name				
Add/remove as required				



Summary of Resource Use

This table records the estimated and measured resource usage of a project in absolute terms to aid understanding of the amount of change in Whole Life Carbon Emissions due to application of Build Nothing and Build Less.

Table 5 – Summary of Resource Use

Please add more columns for significant resources used by a project as required (e.g., asphalt, timber, water etc.).

Pathway Stage	Concrete (m ³)	Steel (t)	Asphalt (m ³)	Aggregates (m ³)	Add other key resources here	Add other key resources here	Add other key resources here	High level narrative
Baseline								E.g., Concrete figure only includes superstructure.
Concept Design no. 1 (2021)								
Concept Design no. 2 (2022)								
Detailed Design (2023)								
Delivery (2025)								
<i>Add/remove as required</i>								



Summary of Energy Use

This table records the estimated and measured energy consumption and generation of a project in absolute terms.

Table 6 – Summary of Energy Use

Please add more columns for significant energy sources used by a project as required.

Project stage	Construction Electricity Consumption (kWh)	Construction Diesel (litres)	Operational Electricity Consumption (kWh/annum)	Operational Electricity Generation (kWh/annum) ²	Operational Natural Gas (m ³ /annum)	Add other key energy source here	High level narrative
Baseline							
Concept Design no. 1 (2021)							
Concept Design no. 2 (2022)							
Detailed Design (2023)							
Delivery (2025)							
<i>Add/remove as required</i>							

² It is TfL strategic policy for all new build structures to install solar photovoltaic panels for electricity generation.



Summary of Waste Streams

This table records the estimated and measured waste streams in absolute terms. (The Site Waste Management Plan should be used to track actual waste performance against estimated.)

Table 7a – Summary of Non-Hazardous Waste Streams

Project stage	Quantity (tonnes)	% Reused	% Recycled	% Recovered	% Landfilled	High level narrative
Baseline						<i>Include brief details of significant sources of waste</i>
Concept Design no. 1 (2021)						
Concept Design no. 2 (2022)						
Detailed Design (2023)						
Delivery (2025)						
<i>Add/remove as required</i>						

Table 7b – Summary of Hazardous Waste Streams

Project stage	Quantity (tonnes)	% Reused	% Recycled	% Recovered	% Landfilled	High level narrative
Baseline						
Concept Design no. 1 (2021)						
Concept Design no. 2 (2022)						
Detailed Design (2023)						
Delivery (2025)						
<i>Add/remove as required</i>						



Table 7c – Summary of Excavated Material

Project stage	Quantity (tonnes)	% Reused	% Recycled	% Recovered	% Landfilled	High level narrative
Baseline						
Concept Design no. 1 (2021)						
Concept Design no. 2 (2022)						
Detailed Design (2023)						
Delivery (2025)						
<i>Add/remove as required</i>						



This section is for the use of the TfL PMO Process & Guidance Team only

Product Details

Name:	Carbon and Resource Plan
Document No:	PD0232
SME:	Senior SHE Environment Manager – Corporate Environment
Accountable:	Senior SHE Environment Manager – Corporate Environment
Review Date:	March 2026

Product Version History

Revision	Date	Reason for Change
A1	14/07/2017	Addition of Front Sheet and Pathway Info Sheet.
A2	09/11/2018	TfL Pathway Refresh - Product updated to align with PD0245 (Environmental Evaluation).
A3	04/04/2019	Improved guidance made minor quality of life improvements. Created and signposted SharePoint site.
A4	17/02/2020	Amended ECA and added ability to add tabs.
A5	20/05/2022	Changed to MS Word format (from macro enabled Excel) and other minor changes including general simplification.
A6	13/03/2023	Improved link to Energy, Resource and Waste reduction and simplified tables. Name changed to Carbon and Resource Plan.



SCHEDULE 29

Electronics Watch Contract Conditions for Supply Contracts

Electronics Watch Contract Conditions for Supply Contracts

Part I: Contract Conditions

Introductory provisions

1. These Conditions are for inclusion in a contract for goods and services between the Affiliate and the Contractor, which involves the temporary or permanent provision of electronic goods.
2. In these Conditions:

"Affiliate" means an affiliate of Electronics Watch who, as a contracting authority (as defined in Directive 2014/24/EU), monitors Code compliance in Factories through Electronics Watch;

"Code" means the Electronics Watch Code contained as Part III to these Conditions, or an equivalent code¹ of international labour standards²;

"Conditions" means the Electronics Watch Contract Conditions for Supply Contracts;

"Contract" means the legally binding agreement between the Affiliate and the Contractor that requires the Contractor to supply the Goods under the terms of the Conditions;

"Contract of Employment" means a contract of service or apprenticeship, whether express or implied, and (if it is express) whether oral or in writing;

"Contractor" means the business enterprise that enters into the Contract with the Affiliate;

"Disclosure Form" means the disclosure form contained at Part II to these Conditions;

"Electronics Watch" means Stichting Electronics Watch Foundation, whose registered office is Sarphatistraat 30, 1018 GL Amsterdam, The Netherlands;

"Employee" means an individual who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment with the Contractor and/or a Supplier;

"Factory" means an assembly factory in which any of the Goods are assembled or a component supplier factory in which the main (based on value) electronic components used in the assembly of any of the Goods are produced;

¹ Equivalent codes require compliance with country of production labour laws, including health and safety regulations, and international labour standards, including the ILO core conventions (please see clause 2 at Part III to these Conditions).

² Please see Article 42(13) of the Public Contracts Regulations 2015 that indicates that where a precise description of the subject-matter of a contract is not possible, reference to the contract shall be accompanied by the words "or equivalent".

"Goods" means the electronic goods (including components) that form the subject matter of the Contract (including goods and components that are supplied only temporarily as part of a service contract);

"Monitor" means a civil society organisation under contract with Electronics Watch to monitor Code compliance at Factories;

"Socially Responsible Trading Conditions" means, in general, trading conditions under which the Goods can be produced in compliance with the Code, and specifically includes a fair and reasonable timeframe for delivery, forecasting that mitigates business spikes, fair pricing of Goods, and a proportionate transfer of risk through the supply chain;

"Supplier" means any of the Contractor's suppliers and sub-suppliers of any tier involved in the manufacturing process for the production of the Goods;

"UNGP" means United Nations Guiding Principles on Business and Human Rights endorsed by the UN Human Rights Council in June 2011 as amended from time to time;

"Working Day" means any day other than a weekend or a bank or public holiday in the jurisdiction under which the Contract is governed.

Contractor's Obligations

3. In performing its obligations under the Contract, the Contractor shall comply with all applicable labour, anti-slavery and human trafficking laws, statutes and regulations from time to time in force, and undertake its business in a manner that is consistent with the Code, the UNGP, and Socially Responsible Trading Conditions.
4. The Contractor represents and warrants that, at the date of this agreement, neither the Contractor nor any of its officers, employees or agents have been convicted of any offence involving modern slavery and/or forced labour and/or human trafficking, nor have they been or are the subject of an investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with modern slavery and/or forced labour and/or human trafficking.

Due Diligence

5. The Contractor shall exercise due diligence by identifying and mitigating the risk of potential breaches and remedying actual breaches and preventing recurrence of breaches of the standards contained in the Code in the production of the Goods and the performance of the Contract.
6. In order to exercise due diligence the Contractor shall, as a minimum, throughout the term of the Contract:
 - a. use any bargaining power which it has over its Suppliers, including contractual rights and commercially viable incentives, to procure, in the spirit of continuous improvement, the Goods in accordance with the Code, the UNGP, and Socially Responsible Trading Conditions;
 - b. use reasonable and proportionate endeavours to include, in its contracts with Suppliers:
 - i. a provision obliging the Supplier to procure the Goods in accordance with the Code; and
 - ii. engagement and escalation provisions equivalent to those set out in paragraphs 14 to 19 below, to take effect upon breach by the Supplier of its obligation to procure the Goods in accordance with the Code;
 - c. implement an appropriate system of training for the Contractor's employees to ensure compliance

with the Code;

- d. notify the Affiliate and/or Electronics Watch as soon as it becomes aware of any breach, or potential breach of the Code or these Conditions, or any actual or suspected modern slavery and/or forced labour and/or human trafficking related to the manufacturing process for the production of the Goods; and
- e. use its reasonable and proportionate endeavours to procure that its Suppliers co-operate and engage with Electronics Watch in remedying and preventing breaches.

Disclosures and Verification

- 7. Within 25 Working Days of the date of the Contract (or as soon as reasonably practicable) and free of charge, the Contractor shall, by way of a completed Disclosure Form, inform the Affiliate and Electronics Watch of:
 - a. the Factories where the Goods are produced (including their legal names and complete physical addresses);
 - b. the specific products or components produced in each Factory.

The Contractor shall as soon as reasonably practicable notify the Affiliate and Electronics Watch of any changes to the information provided in its Disclosure Form, of which it becomes aware.

- 8. The Contractor shall use reasonable and proportionate endeavours to disclose the compliance findings in summary or in whole (or, if available for disclosure, the audit reports) relating to the Factories conducted within the previous 24 months which it is able to discover and obtain through reasonable enquiries. These disclosures shall be made within 25 Working Days of the date of Contract (or as soon as reasonably practicable).

The Contractor shall make enquiries of every direct Supplier every 6 months into whether any further compliance finding (or, if available for disclosure, audit reports) relating to the Factories have been undertaken, and disclose such findings in accordance with the provisions of this paragraph.

Contractor's obligations in respect of the Supplier

- 9. Upon evidence of a Supplier's breach of the Code, the Contractor shall collaborate with the Affiliate and Electronics Watch and use reasonable and proportionate endeavours to:
 - a. obtain access for Monitors to the Factories where there has been a breach, including:
 - i. visits to all relevant work floors, hostels, and/or dormitories;
 - ii. worker interviews without the presence of supervisors or management;
 - iii. examination of relevant factory records, including:
 - 1. collective bargaining agreements;
 - 2. personnel records;
 - 3. records of working hours and wages paid;
 - 4. records of social security payments, pension contributions, and holiday pay;
 - 5. grievance procedures;
 - 6. disciplinary log books;
 - 7. health and safety policies; and
 - 8. other relevant factory records.
 - b. obtain and provide to Electronics Watch the Suppliers' full written compliance findings and corrective action plans related to the actual or potential breach;

- c. obtain and provide to Electronics Watch the inventory of chemicals used and stored and related health and safety and environmental impact monitoring reports for each Factory where there has been an actual or potential breach of the health and safety standards of the Code; and
- d. report to the Affiliate and Electronics Watch on the extent to which its trading conditions and its Suppliers' trading conditions adversely affect its compliance with the Code in the specified Factories, and/or contravene the Socially Responsible Trading Conditions.

10. The Contractor shall:

- a. comply with, and use reasonable and proportionate endeavours to ensure that its Suppliers comply with, all applicable whistleblowing laws, statutes and regulations in force from time to time in the jurisdiction where the Goods are manufactured;
- b. implement and maintain, and use reasonable and proportionate endeavours to ensure that its Suppliers implement and maintain, an appropriate whistleblowing policy to ensure the protection and support of any of its personnel and/or the Suppliers' personnel that notifies the Contractor, the Affiliate or Electronics Watch of any actual or potential breach of these Conditions or any applicable laws, statutes and regulations; and
- c. irrespective of whether or not a Contractor or a Supplier (as applicable) maintains a sufficient whistleblowing policy, use reasonable and proportionate endeavours to ensure that whistleblowers who face any detrimental treatment as a result of raising a genuine concern receive adequate remedy; and
- d. the whistleblowing policy referred to in paragraph 10b. above shall as a minimum:
 - i. encourage openness and support whistleblowers who raise genuine concerns, even if they turn out to be mistaken;
 - ii. protect whistleblowers from any detrimental treatment as a result of raising a genuine concern and establish a dedicated whistleblowing officer who is responsible for investigating any such treatment; and
 - iii. establish disciplinary sanctions to apply to any personnel who commit threats or acts of retaliation against whistleblowers.

Transparency

11. The Contractor agrees to Electronics Watch making the following information publicly available (to the extent permitted by law in the applicable jurisdiction):
- a. the identities of the Suppliers and the Factories listed in the Disclosure Form; and
 - b. Electronics Watch monitoring reports relating to the Contractor once the Contractor has had a reasonable opportunity to review and address the findings of such monitoring reports; and
12. The Contractor shall use reasonable and proportionate endeavours to obtain any legally necessary consent to the publication of such information listed in paragraph 11.
13. Where information provided by the Contractor is shared with third parties (such as Monitors and other Affiliates, to enable them to support verification), those third parties will undertake not to make any onward disclosure or alternative use of the information unless required to do so by law.

Engagement and Escalation

Escalation Process

14. Where the Contractor or the Affiliate has reasonable grounds to believe that the Contractor has failed to comply with its obligations under these Conditions, the Contractor shall promptly collaborate with the Affiliate and Electronics Watch to allow the Affiliate to determine whether such failure has occurred and, if so, how such failure may be corrected without immediate recourse to contractual sanctions.
15. The Affiliate (or Employees pursuant to paragraph 23 below) may at its discretion require the Contractor to:
 - a. provide a written explanation to the Affiliate and Electronics Watch of its failure or potential failure to comply with its obligations, any corrective steps which it proposes to take, and the period within which such steps will be taken; and/or
 - b. arrange for an appropriately senior representative of the Contractor to attend a meeting with the Affiliate and Electronics Watch, and take any corrective steps reasonably required by the Affiliate and Electronics Watch.
16. The Contractor shall carry out the requirements set out in paragraphs 14 and 15 at its own risk and within a reasonable period, relative to the term of the Contract, as determined by the Affiliate (acting reasonably).
17. If a failure to comply with the Contractor's obligations under these Conditions has occurred repeatedly or requests to act are ignored persistently, the Affiliate may serve a written notice on the Contractor:
 - a. specifying that the notice is a formal warning notice;
 - b. giving reasonable details of the Contractor's breach; and
 - c. stating that the breach is a breach which, if it recurs frequently or continues, may result, first, in suspension, and, then, in termination of the Contract.
18. If, following service of a warning notice under paragraph 17 above, the breach specified has continued for an excessive period of time or recurred excessively in the sole determination of the Affiliate (acting reasonably), then the Affiliate may serve another written notice on the Contractor:
 - a. specifying that it is a final warning notice;
 - b. stating that the breach specified has been the subject of a warning notice served within the 12 month period prior to the date of service of the final warning notice; and
 - c. stating that if the breach continues for a specified period or recurs a specified number of times after the date of service of the final warning notice, the Contract may be, first, suspended, then, terminated.
19. Following service of a final warning notice under paragraph 18 above, the Affiliate may also serve a further notice (in accordance with the Contract) suspending the operation of the Contract pending the Contractor's remedy of the breach(es).

Sanctions

20. Where a breach continues or recurs pursuant to paragraph 19 above, the Affiliate may terminate the Contract by written notice to the Contractor, with a notice period as advised by the Affiliate (acting reasonably).

21. The Contractor shall indemnify the Affiliate against any losses, damages, costs and expenses incurred by or awarded against the Affiliate as a result of any breach of these Conditions by the Contractor.
22. The Affiliate may set-off any sums due to it from the Contractor pursuant to paragraph 21 above against any sums owed to the Contractor under the Contract or under any other contract between the Contractor and the Affiliate.

Third Party Rights

23. In order to be able to assert their rights, Employees may enforce and rely on the rights, terms and conditions granted to the Affiliate in paragraph 15 above, pursuant to the Contracts (Rights of Third Parties) Act 1999, as if the Employees were also parties to this Contract.
24. The Affiliate and the Contractor confirm that it is their express intention to grant the rights set out in paragraph 23 for the benefit of Employees.
25. If there is any conflict or inconsistency between any of the provisions of the Contract and the provisions of paragraphs 23 and 24, then the provisions of paragraphs 23 and 24 shall prevail.

Part II: Disclosure Form



Disclosure Form for Electronics Watch Contract Terms, v.2

I. Instructions

In Section II, please provide the contact details of the person within the Contractor who will be primarily responsible for monitoring and ensuring compliance with the Electronics Watch contract terms. This will be the Contractor's primary point of contact with Electronics Watch and with the Contracting Authority or Framework Authority regarding the Electronics Watch contract terms.

In Section III, please enter the names and complete addresses for each factory that will be assembling the products (first tier) and making the components (second tier) for the goods that will be purchased under the agreement or contract. Please associate each product or component with a specific factory and brand. When entering information for a product leave the components column blank and vice versa. For each factory listed, also indicate if a social audit has been conducted within the most recent 36 months and who conducted the audit, if known. The contractor is responsible for making enquiries to discover and obtain the audits and using its leverage to obtain any necessary legal consents to share the audits with Electronics Watch and the Contracting Authority or Framework Authority.

Thank you!

II. Contact Information

Contractor:

Contact Name:

Contact Title:

Contact Email:

Contact Phone:

Disclosure Date:

This is the EXAMPLE DATA sheet to explain how best to utilise the Factory Disclosure Form
Please use the following sheets to disclose factories

III. Factory and Product Inform

Product								SS								Country	Social Audit (Enter Date and Auditor)
Reseller																	
XML	Dell	Notebook	Latitude	5520	14"	Final Assembly	Supplier	Enterprise Name 1	44	Renmin Avenue	Chengdu Hi-tech Comprehensive Zone	610214	Chengdu	Sichuan	China	02.03.2021, Auditor X	
						Display incl. LED backlight	Component supplier	Enterprise Name 2	416	Maetan 3-Dong		443-743	Suwon	Gyeonggi-Do	South Korea	08.10.2020, Auditor Z	
						CPU	Component supplier	Enterprise Name 3	12	Street D	Saigon Hi-Tech Park, District 9		Ho Chi Minh City	Ho Chi Minh City	Vietnam	08.10.2021, Auditor Y	
						Main logic board	Component supplier	Enterprise Name 4	42	Sichuan Avenue	Shenzhen Hi-tech Zone	510852	Shenzhen	Guangdong	China	02.08.2021, Auditor X	
						Graphic Board or GPU	Component supplier	Enterprise Name 5	168	Park Ave. II	Hsinchu Science Park	300-75	Hsinchu		Taiwan		
						RAM	Component supplier	Enterprise Name 6	1	Samsungjeonja-ro		18448	Suwon	Gyeonggi-Do	South Korea	12.10.2020, Auditor Z	
						SSD	Component supplier	Enterprise Name 7			Bayan Lepas Free Industrial Zone	11900	Bayan Lepas		Malaysia		
						Main battery	Component supplier	Enterprise Name 8	21	Hi-tech Street	Internationan Hi-Tech Zone	511700	Dongguan	Guangdong	China		
XML	Dell	Notebook	Latitude	3420	14"	Final Assembly	Supplier	Enterprise Name 1	31	Dongguan Avenue		810214	Shenzhen	Guangdong	China	02.03.2021, Auditor X	
						Display incl. LED backlight	Component supplier	Enterprise Name 2	416	Maetan 3-Dong		443-743	Suwon	Gyeonggi-Do	South Korea	08.10.2020, Auditor Z	
						CPU	Component supplier	Enterprise Name 3	12	Street D	Saigon Hi-Tech Park, District 9		Ho Chi Minh City	Ho Chi Minh City	Vietnam	08.10.2021, Auditor Y	
						Main logic board	Component supplier	Enterprise Name 4	32	Green Avenue III	Guangzhou New Hi-tech Zone	610852	Guangzhou	Guangdong	China	02.08.2021, Auditor X	
						Graphic Board or GPU	Component supplier	Enterprise Name 5	168	Park Ave. II	Hsinchu Science Park	300-75	Hsinchu		Taiwan		
						RAM	Component supplier	Enterprise Name 6	1	Samsungjeonja-ro		18448	Suwon	Gyeonggi-Do	South Korea	12.10.2020, Auditor Z	
						SSD	Component supplier	Enterprise Name 7			Bayan Lepas Free Industrial Zone	11900	Bayan Lepas		Malaysia		
						Main battery	Component supplier	Enterprise Name 8	21	Hi-tech Street	Internationan Hi-Tech Zone	511700	Dongguan	Guangdong	China		
				If two different generations of same product model have been procured, e.g. HP Elitedesk 800 G8 and HP Elitedesk 800 G6, please include both versions as separate product models. Similarly, different versions of same product model, e.g. HP Elitedesk 800 G8 Small Form Factor (SFF) and HP Elitedesk 800 G8 Desktop Mini (DM) should be included. Based on previous factory disclosures we know that these small differences can translate into different final assembly as well as component factory locations				Please enter name of the enterprise, such as - Quanta, Pegatron, Jabil, LG, Intel, Samsung.									

When disclosing factories please make sure that the disclosed address points manufacturing operations. Please also make sure that these operations are linked to the contracting authority's procured product model. A disclosure of a headquarter address is not helpful.

When disclosing factories linked to chip components both/either front-end or back-end operations can be disclosed.

When disclosing components you can change



Product Form for Electronics Watch Affiliates, v.2

I. Instructions

This form seeks data on products procured by Electronics Watch affiliates. This information is necessary to establish links between affiliates and brands and strengthens Electronics Watch's capacity to monitor factories in affiliates' supply chains and engage with brands to improve working conditions in factories.

In Section II, please enter the details for each individual product that is/will be purchased by your organisation. Please enter details on the TOP-10 products by volume. For each product listed, also indicate the purchasing volume and quantity purchased by your organisation. Please associate each product with the specific contract and/or framework agreement. Please also indicate if the respective contract or framework agreement includes the Electronics Watch Contract Clauses or equivalent clauses. Thank you!

Sheet "Example Data" contains a legend and an exemplary data set. In case you cannot provide data in a particular column please leave it blank.

This is the EXAMPLE DATA sheet to explain how best to utilise the Affiliate Product Form
 Please use the following sheets to inform Electronics Watch about products you procure
 Best Practice is to update the Affiliate Product Form annually, so Electronics Watch has newest data

II. Product and Contract Information

Product						Contract Information											
Reseller	Brand	Product Type	Product Line	Product Model	Screen Size	Contracting Authority	Framework Agreement Authority	Framework Agreement	Framework Agreement (colloquial name)	Term of call-off contract (in case you are using a framework agreement)		Term of supply contract (in case you are not using a framework agreement)		EW Contract Clauses Included	Procurement Volume / Quantity (by Contracting Authority)		
										start date	end date	start date	end date		Volume	Currency	Quantity
DMX Ltd.	Dell	Laptop	Latitude	3480	14"	University of Exapletown	Example Purchasing Consortium	ITD5542 LR Lot 2	National Laptop Agreement	23/02/2021	22/02/2027			yes	27,720	€	42
Apple	Apple	Laptop	MacBook	Air	11"		-					26/01/2022	28/02/2024	no	23,790	€	21
In case you are purchasing directly from a Brand please enter the Brand as both Reseller and Brand.						If the Contracting Authority remains constant please only enter it once. If purchasing the product under a Framework Agreement please enter the name of the Framework Authority. If not, please leave this field blank. Please enter the technical title of the Framework Agreement. Leave blank if not purchasing under a Framework Agreement Please enter the colloquial name of the Framework Agreement. Leave blank if not purchasing under a Framework Agreement Please enter start and end date of the call-off contract if applicable. Please enter start and end date of the supply contract if applicable. Are the Electronics Watch Contract Clauses or equivalent clauses included in the call-off contract or supply contract? Please enter the value of the call-off contract or supply contract. Please enter the number of products purchased under the call-off contract or supply contract.											



Product Form for Electronics Watch Affiliates, v.2

I. Instructions

This form seeks data on products procured by Electronics Watch affiliates. This information is necessary to establish links between affiliates and brands and strengthens Electronics Watch's capacity to monitor factories in affiliates' supply chains and engage with brands to improve working conditions in factories.

In Section II, please enter the details for each individual product that is/will be purchased by your organisation.

Please enter details on the TOP-10 products by volume.

For each product listed, also indicate the purchasing volume and quantity purchased by your organisation. Please associate each product with the specific contract and/or framework agreement. Please also indicate if the respective contract or framework agreement includes the Electronics Watch Contract Clauses or equivalent clauses. Thank you!

Sheet "Example Data" contains a legend and an exemplary data set.

In case you cannot provide data in a particular column please leave it blank.

Please return this form to: [redacted] or [redacted]

II. Product and Contract Information

Table with columns: Product (Reseller, Brand, Product Type, Product Line, Product Model, Screen Size) and Contract Information (Contracting Authority, Framework Agreement Authority, Framework Agreement, Framework Agreement (colloquial name), Term of call-off contract, Term of supply contract, EW Contract Clauses Included, Procurement Volume / Quantity).

Part III: Electronics Watch Code

Introduction

This Code sets out standards for the production of Goods. To be in compliance with this Code, the Contractor must exercise due diligence to ensure that the Goods are produced under conditions that comply with all the listed standards. This means:

- where the standards relate to the rights of and conditions for Employees, the Goods must be produced by Employees who benefit from all of those rights and conditions;
- where the standards relate to workplaces, the Goods must be produced in workplaces that meet all of these standards, and
- in both cases, the trading conditions should include a fair and reasonable timeframe for delivery, forecasting that mitigates business spikes, fair pricing of Goods, and a proportionate transfer of risk through the supply chain. Trading conditions should take into account their impact on wages in the Factories (see Socially Responsible Trading Conditions in Electronics Watch Contract Conditions).

Employees are involved in the production of Goods, for the purposes of this Code, if they have any involvement in the manufacturing of the Goods or of the electronic components from which the Goods are assembled, i.e., if they have any connection to the subject matter of the Contract.

For the purpose of this Code, the term “Employees” includes not only directly employed workers but also informal workers, as well as contract workers, subcontractors, agency and other sorts of temporary workers and all other persons performing work or work-related activities, including persons in training, interns and apprentices, and individuals exercising the authority, duties or responsibilities of an employee.

Standards

Goods must be produced in compliance with all applicable domestic laws, rules and regulations, including international standards that are applicable to employers under domestic law.

Whenever international and domestic standards differ the standard that affords the greater protection for Employees and Communities shall apply, unless this Code requires the performance of an act that violates a domestic law in a country of production. In particular, international standards must be honoured by:

- permitting all activities related to freedom of association that are not prohibited by domestic law, and
- avoiding practices that violate international standards unless a practice is mandated by domestic law.

The Code is made up of three sections: Labour (Section A), Occupational Health and Safety (Section B), and Environment (Section C).

A. LABOUR

Standards

1. Domestic Labour Standards

Relevant applicable domestic labour law includes (but is not limited to) laws regulating:

- Wages and benefits, including overtime compensation;
- Hours of work, public holidays and leave;
- Discipline, violence, harassment and abuse;

- Contracts for short-term and long-term Employees;
- Freedom of association and collective bargaining;
- Prohibition of forced labour;
- Prohibition of child labour;
- Prohibition of discrimination, and
- Social security.

2. International Labour Standards

Goods must be produced with respect for the following international labour standards:

- ILO Core Conventions (ILO No. 29, 105, 87, 98, 100, 111, 138 and 182);
- Articles 23 of the United Nations Universal Declaration of Human Rights;
- Article 32 of the United Nations Convention on Rights of the Child, and
- Additional ILO Conventions and Recommendations listed in each subsection.

Examples of Violations

1. Employment is freely chosen

(Relevant ILO Conventions: No. 29³ and No. 105⁴)

All work must be undertaken voluntarily. No Employee must be coerced to work under the menace of any penalty, such as violence or intimidation, manipulated debt, retention of identity papers, or threats of denunciation to immigration authorities.

Examples of violations include but are not limited to:

- 1.1. Use of bonded labour. Examples of violations include but are not limited to requiring payment of a debt to the employer or a third party in order to leave employment.
- 1.2. Abuse of prison labourers. Examples of violations include, but are not limited to:
 - 1.2.1. Using a prisoner for work without that prisoner's consent.
 - 1.2.2. Treating prisoners less favourably than non-prisoners with respect to wages, hours of work, or health and safety protections.
- 1.3. Recruiting, transporting, transferring, harbouring or receiving persons by means of threat, force, coercion, abduction, fraud, deception, or abuse of power or of a position of vulnerability.
- 1.4. Prevention of an Employee from freely entering or leaving employment or a workplace. Examples of non-compliance include, but are not limited to:
 - 1.4.1. Preventing an Employee from voluntarily leaving a workplace, including dormitories and the Factory area.
 - 1.4.2. Locking any exits of a workplace or dormitory, unless it is ensured that no one is present indoors, e.g. for security reasons during off hours.
- 1.5. Holding, destroying, concealing, confiscating or refusing to return any personal document to an Employee upon request, including identity or immigration documents (e.g., passports, identity documents, work permits, residency papers) and employment contracts, unless otherwise required by law.
- 1.6. Using or threatening to use violence, deportation, visa cancellation, immigration action or arrest to force an Employee to work.
- 1.7. Use of economic coercion in conjunction with forced overtime. Examples of violations include but are not limited to:
 - 1.7.1. Requiring overtime work in order for an Employee to make a legally mandated minimum wage.
 - 1.7.2. Compelling an Employee to work hours beyond legal limits by threatening to terminate employment or eliminate overtime hours.
- 1.8. Forcing student Employees, interns and apprentices to complete an internship or apprenticeship against their will.
- 1.9. Imposing or threatening to impose a penalty on Employees, or other forms of coercion, in the event of legal resignation.

³ C029 - Forced Labour Convention, 1930 (No. 29), Convention concerning Forced or Compulsory Labour (Entry into force: 01 May 1932).

⁴ C105 - Abolition of Forced Labour Convention, 1957 (No. 105), Convention concerning the Abolition of Forced Labour (Entry into force: 17 Jan 1959!).

2. Fair recruitment

(Relevant ILO Conventions: No. 97⁵, 105,⁶ 111,⁷ 143⁸)

The Employees shall not be subject to any abuses or fraudulent practices in recruitment. No recruitment fees or related costs⁹ should be charged to, or otherwise borne by Employees or jobseekers. Examples of violations include but are not limited to:

- 2.1. Requiring recruited Employees or jobseekers to pay employers' or agents' recruitment fees or other related costs for their employment.
- 2.2. Failing to ensure that written employment contracts are concluded, and that they are transparent and are understood by the Employees. Examples of violations include, but are not limited to:
 - 2.2.1. Failing to specify the working conditions in an appropriate, verifiable, and easily understandable manner, in a language which the Employees can understand, and through written contracts in accordance with national laws, regulations, employment contracts and applicable collective agreements.
 - 2.2.2. Failing to inform the Employees of the terms and conditions of their employment, as well as the location, requirements and tasks of the job for which they are being recruited.
 - 2.2.3. Failing to obtain Employees' informed consent to the terms of the contract without deception or coercion.
 - 2.2.4. Failing to provide migrant Employees with their employment contracts sufficiently in advance of departure from the country of origin.
 - 2.2.5. Substituting or changing the employment contract upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms.
- 2.3. Failing to evaluate compliance by other parties involved in the recruitment process (e.g., public employment services and private recruitment agencies) when Employees are not being directly recruited, or, where it is not feasible, to contractually require those parties to operate in accordance with legal requirements.
- 2.4. Retaliating against or blacklisting Employees, in particular those who report recruitment abuses or fraudulent recruitment practices anywhere along their supply chain.
- 2.5. Undertaking recruitment as a means to displace or diminish an existing workforce, lower wages or working conditions, or otherwise undermine decent work.
- 2.6. Requiring jobseekers to renounce their rights to join and form workers' organisations and to bargain collectively in the recruitment process.
- 2.7. Failing to provide or facilitate effective access to grievance and other dispute resolution mechanisms, and to appropriate remedies, for Employees who may have suffered abusive treatment in the recruitment process.

⁵ C097 - Migration for Employment Convention (Revised), 1949 (No. 97)

⁶ C105 - Abolition of Forced Labour Convention, 1957 (No. 105), Convention concerning the Abolition of Forced Labour (Entry into force: 17 Jan 1959!).

⁷ C111 - Discrimination (Employment and Occupation) Convention, 1958 (No. 111), Convention concerning Discrimination in Respect of Employment and Occupation (Entry into force: 15 Jun 1960).

⁸ C143 - Migrant Workers (Supplementary Provisions) Convention, 1975 (No. 143)

⁹ The terms 'recruitment fees' or related costs refer to any fees or costs incurred in the recruitment process in order for Employees to secure employment or placement, regardless of the manner, timing or location of their imposition or collection (ILO General principles and operational guidelines for fair recruitment).

- 2.8. Engaging Employees through agencies and other labour recruiters known to charge recruitment fees or related costs to Employees.

3. Freedom of association and the right to collective bargaining

(Relevant ILO Conventions: No. 87,¹⁰ No. 98¹¹ and No. 135;¹² Relevant ILO Recommendation: No. 143¹³)

The Employees must enjoy freedom of association and the right to collective bargaining. Examples of violations include but are not limited to:

- 3.1. Interference with an Employees' organisation or its efforts to organize Employees. Examples of non-compliance include, but are not limited to:
- 3.1.1. Restricting the right of Employees to form or join a union of their own choosing.
 - 3.1.2. Promoting the formation of an Employees' organisation to compete against an existing Employees' organisation.
 - 3.1.3. Interfering with, manipulating or controlling an Employees' organisation.
 - 3.1.4. Spreading or contributing to the spread of misinformation against an Employee's representative or an Employee's organisation.
 - 3.1.5. Limiting the freedom of Employees to meet without management present.
 - 3.1.6. Restricting access of Employees' representatives to Employees in the workplace.
- 3.2. Discrimination against a member of an Employees' organisation. Examples of violations include but are not limited to:
- 3.2.1. Using membership in, or activities with, an Employees' organisation as a factor when making hiring decisions.
 - 3.2.2. Using a blacklist of members of an Employees' organisation to ensure that they are not employed.
 - 3.2.3. Offering or providing any incentive to Employees to keep them from joining, or participating in the activities of, an Employees' organisation.
 - 3.2.4. Threatening, intimidating or harassing Employees who join, consider joining, or participate in the activities of, an Employees' organisation.
 - 3.2.5. Discriminating, retaliating, intimidating or harassing Employees who openly communicate and share ideas and concerns with management regarding working conditions and management practices.
- 3.3. Refusal to bargain collectively in good faith on any issue or failure to implement any term in a collective bargaining agreement. Examples of non-compliance include, but are not limited to:
- 3.3.1. Refusing to bargain collectively.
 - 3.3.2. Limiting the issues that can be negotiated during collective bargaining.
 - 3.3.3. Failing to implement any provision of a collective bargaining agreement in force.
 - 3.3.4. Contracts that do not provide Employees with significant monetary and non-monetary benefits beyond those already required by law and prevent Employees from benefitting from collective bargaining.
- 3.4. Interference with a strike by Employees or retaliation against any Employee for striking. Examples of non-compliance include, but are not limited to:
- 3.4.1. Hiring new Employees to replace striking Employees.
 - 3.4.2. Punishing any Employee for participating in a strike.

¹⁰ C087 - Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87) Convention concerning Freedom of Association and Protection of the Right to Organise (Entry into force: 04 Jul 1950).

¹¹ C098 - Right to Organise and Collective Bargaining Convention, 1949 (No. 98), Convention concerning the Application of the Principles of the Right to Organise and to Bargain Collectively (Entry into force: 18 Jul 1951), df.

¹² C135 - Workers' Representatives Convention, 1971 (No. 135), Convention concerning Protection and Facilities to be Afforded to Workers' Representatives in the Undertaking (Entry into force: 30 Jun 1973),

¹³R143 - Workers' Representatives Recommendation, 1971 (No. 143), Recommendation concerning Protection and Facilities to be Afforded to Workers' Representatives in the Undertaking.

3.4.3. Failing to reinstate all eligible Employees after striking.

3.4.4. Using security guards, the police or armed forces to break up a peaceful strike or to arrest any striking Employee.

4. No discrimination in employment

(Relevant ILO Conventions: 100¹⁴ 111¹⁵ and 183¹⁶ and Article 68 of Convention 102¹⁷; Relevant ILO Recommendation: No. 90¹⁸)

Discrimination must not be used in the hiring, conditions of work, pay, benefits, opportunities for promotion, access to training, retirement, termination, or any other aspect of the employment relationship. Examples of violations include but are not limited to:

- 4.1. Recruiting in a way that expresses a discriminatory preference.
- 4.2. Harassing an Employee in a way that discriminates, including sexual harassment.
- 4.3. Requiring an Employee to undergo a pregnancy test or to use contraception.
- 4.4. Requiring an Employee to undergo medical tests or physical exams that could be used in a discriminatory way.
- 4.5. Paying migrant Employees lower wages or less benefits or otherwise discriminate against migrant Employees.

For purposes of this section, “discriminate” means to treat an Employee differently based on that Employee’s age, gender, race, colour, origin, religious affiliation, political affiliation, sexual orientation, gender identity and expression, membership in a union or other Employees’ organisation, nationality, ethnicity, indigenous status, social origin, pregnancy, marital status, genetic information or physical or mental disability during any phase of employment.

5. Violence-free work environment

(Relevant ILO Convention: 155,¹⁹ 190;²⁰ Relevant ILO Recommendation: No. 206²¹)

The Employees shall not be subject to any harsh or inhumane treatment including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse, or the threat of any such treatment. Examples of violations include but are not limited to:

- 5.1. Failing to take measures to identify, assess, prevent and address any form of violence and harassment, bullying, intimidation, and/or exploitation, in particular, of women Employees, migrant Employees and other Employees belonging to vulnerable groups. Examples of non-compliance include, but are not limited to:
 - 5.1.1. Failing to take into account violence and harassment and associated psychosocial risks in the management of occupational safety and health.

¹⁴ C100 - Equal Remuneration Convention, 1951 (No. 100), (Entry into force: 23 May 1953).

¹⁵ C111 - Discrimination (Employment and Occupation) Convention, 1958 (No. 111), Convention concerning Discrimination in Respect of Employment and Occupation (Entry into force: 15 Jun 1960).

¹⁶ C183 - Maternity Protection Convention, 2000 (No. 183), Convention concerning the revision of the Maternity Protection Convention (Revised), 1952 (Entry into force: 07 Feb 2002).

¹⁷ C102 - Social Security (Minimum Standards) Convention, 1952 (No. 102), Convention concerning Minimum Standards of Social Security (Entry into force: 27 Apr 1955).

¹⁸ R090 - Equal Remuneration Recommendation, 1951 (No. 90), Recommendation concerning Equal Remuneration for Men and Women Workers for Work of Equal Value.

¹⁹ C155 - Occupational Safety and Health Convention, 1981 (No. 155)

²⁰ C190 - Violence and Harassment Convention, 2019 (No. 190)

²¹ R206 - Violence and Harassment Recommendation, 2019 (No. 206)

- 5.1.2. Failing to take measures to identify, assess, prevent and address any form of gender-based violence risks, including sexual harassment, sexual exploitation and abuse to Employees and Communities.
- 5.1.3. Failing to ensure effective means of inspection and investigation of cases of violence and harassment occurring in the course of, linked with or arising out of work.

- 5.2. Failing to facilitate access to safe and effective complaint and dispute resolution mechanisms, support, services and remedies for victims of any form of violence and harassment at work.
- 5.3. Restricting the right of Employees to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to life, health or safety due to violence and harassment, without suffering retaliation or other undue consequences.

6. No exploitation of child labour and young Employees

(Relevant ILO Conventions: No. 138²² and No. 182²³; Art. 32 UN Convention on the Rights of the Child)

Child labour must not be exploited in the production of the Goods. Examples of violations include but are not limited to:

- 6.1. Employing any person under the age of 15, or under the age of completion of compulsory schooling, or under the minimum age for employment in the country, whichever is greatest.
- 6.2. Failure to keep adequate records of Employees under 18 years of age. Examples of violations include, but are not limited to:
 - 6.2.1. Failing to verify the age of an Employee appearing to be under 18 years of age with available documentation.
 - 6.2.2. Failing to keep a registry of all Employees under 18 years of age.
- 6.3. Employing an Employee under 18 years of age in a manner that is economically exploitative or is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Examples of non-compliance include, but are not limited to:
 - 6.3.1. Failing to subject all work of persons under the age of 18 to an appropriate risk assessment prior to the work commencing and regular monitoring of health, working conditions, and hours of work.
 - 6.3.2. Allowing an Employee under 18 years of age to work overtime or at night.
 - 6.3.3. Allowing an Employee under 16 years of age to do physically hazardous work.
 - 6.3.4. Allowing an Employee between 16 and 18 years of age to do physically hazardous work without adequate safety training.
 - 6.3.5. Shouting at, insulting, or hitting an Employee under 18 years of age.
- 6.4. Using student Employees, interns, and apprentices in order to avoid obligations of labour and social security laws and regulations arising from regular employment relationships.
- 6.5. Payment of wages and benefits to student Employees, interns and apprentices that are below those of other entry-level Employees performing equal or similar tasks, unless otherwise permitted under domestic law.
- 6.6. Failing to provide appropriate support and training to all student Employees.

7. No excessive working hours

²² C138 - Minimum Age Convention, 1973 (No. 138), Convention concerning Minimum Age for Admission to Employment (Entry into force: 19 Jun 1976).

²³ C182 - Worst Forms of Child Labour Convention, 1999 (No. 182), Convention concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour (Entry into force: 19 Nov 2000).

(Relevant ILO Convention: No. 1²⁴)

Employees involved in the production of the Goods must not be required to undertake excessive working hours. Examples of violations include but are not limited to:

- 7.1. Requiring Employees to work in excess of 48 hours per week.
- 7.2. Requiring Employees to work more than six days in a row without at least 24 consecutive hours off.
- 7.3. Compelling non-voluntary overtime work.
- 7.4. Allowing voluntary overtime work in excess of 12 hours per week.
- 7.5. Failure to compensate overtime at a premium rate.

8. No abusive termination of employment

(Relevant ILO Convention: 158²⁵)

The Employees involved in the production of the Goods must not have their employment terminated unless there is a valid reason for such termination based on the capacity or conduct of the Employee or on the operational requirements of the Factory. Examples of violations include but are not limited to:

- 8.1. An Employee's employment must not be terminated because the Employee:
 - 8.1.1. Is a member of an Employees' organisation, participates in activities of an Employees' organisation outside working hours or, with the consent of the employer, within working hours;
 - 8.1.2. Seeks office as, or acts or has acted in the capacity of, an Employees' representative;
 - 8.1.3. Files a complaint or participates in proceedings against an employer involving alleged violations of laws or regulations or recourse to competent administrative authorities;
 - 8.1.4. Identifies as a particular race, colour, sex, sexual orientation, marital status, religion, political persuasion, national extraction or social origin;
 - 8.1.5. Is pregnant or has certain family responsibilities;
 - 8.1.6. Is absent from work during maternity leave;
 - 8.1.7. Is temporarily absent from work because of illness or injury.

9. Legal wages

(Relevant ILO Conventions: No. 95,²⁶ No. 131,²⁷ No. 173²⁸)

The Goods must be produced by Employees who receive the remuneration to which they are legally entitled. Examples of violations include but are not limited to:

- 9.1. Payment of wages and benefits to Employees that are less than those defined in applicable domestic laws and collective bargaining agreements, including those relating to minimum wages, overtime hours and benefits.
- 9.2. The use of wage deductions as a disciplinary measure or for reasons not provided for by domestic law without the express permission of the Employee concerned.
- 9.3. Failure to provide an Employee complete and accurate written information about employment conditions in respect to wages before beginning of employment.
- 9.4. Failure to provide pay slips with all legally required information, including details of the gross wages for the pay period and the taxes and any other deductions for the pay period concerned.

²⁴ C001 - Hours of Work (Industry) Convention, 1919 (No. 1).

²⁵ C158 - Termination of Employment Convention, 1982 (No. 158), Convention concerning Termination of Employment at the Initiative of the Employer (Entry into force: 23 Nov 1985).

²⁶ C095 - Protection of Wages Convention, 1949 (No. 95), Convention concerning the Protection of Wages (Entry into force: 24 Sep 1952).

²⁷ C131 - Minimum Wage Fixing Convention, 1970 (No. 131), Convention concerning Minimum Wage Fixing, with Special Reference to Developing Countries (Entry into force: 29 Apr 1972).

²⁸ C173 - Protection of Workers' Claims (Employer's Insolvency) Convention, 1992 (No. 173).

9.5. Failure to provide an Employee with a legally required permanent contract.

10. Living wages

(Art. 23 Universal Declaration of Human Rights)

The Goods should be produced by Employees who receive a living wage.

For the purposes of the Code a “living wage” means a “take home” or “net” wage (excluding any taxes, bonuses, allowances, or overtime wages) earned during a country’s regular legal maximum work-week (not exceeding 48 hours), which is sufficient to pay for the basic needs (housing, energy, nutrition, clothing, health care, education, potable water, childcare, transportation and provision for unexpected events) of the Employees and their families,²⁹ and includes an additional 10% of the cost of basic needs as discretionary income. Examples of violations include but are not limited to:

10.1. Failing to calculate a living wage standard applicable to all Employees.

10.2. Failing to develop, publish, and implement a timebound plan to pay all Employees a living wage.

²⁹ The number of workers per family and of family members varies by country and location.

B. OCCUPATIONAL HEALTH AND SAFETY

Standards

(Relevant ILO Conventions: No. 115³⁰, No. 119³¹, No. 120³², No. 136³³, No. 139³⁴, No. 148³⁵, No. 155³⁶, No. 161³⁷, No. 170³⁸, No. 174³⁹, No. 183⁴⁰, No. 187⁴¹, and No. 190⁴²)

The Goods must be produced under healthy and safe working conditions, in compliance with domestic and international labour standards, guaranteeing respect for Employees' and Communities' health and the environment.⁴³ The Goods should be produced in Factories that maintain effective occupational health and safety (OHS) programmes in the following three areas: comprehensive OHS programmes; identification, evaluation, and control of health and safety hazards; and worker participation in the development, implementation, and verification of OHS programmes.

Examples of Violations

Examples of violations include but are not limited to:

1. Evaluation and monitoring

- 1.1. Failing to undertake an assessment commensurate to the level of safety and health risks, to develop a project specific safety and health plan, and to periodically review such plan to evaluate its effectiveness to address related risks.

³⁰ C115- Radiation Protection Convention, 1960 (No. 115) Convention concerning the Protection of Workers against Ionising Radiations (Entry into force: 17 Jun 1962).

³¹ C119 - Guarding of Machinery Convention, 1963 (No. 119) Convention concerning the Guarding of Machinery (Entry into force: 21 Apr 1965).

³² C120 - Hygiene (Commerce and Offices) Convention, 1964 (No. 120) Convention concerning Hygiene in Commerce and Offices (Entry into force: 29 Mar 1966).

³³ C136 - Benzene Convention, 1971 (No. 136) Convention concerning Protection against Hazards of Poisoning Arising from Benzene (Entry into force: 27 Jul 1973).

³⁴ C139 - Occupational Cancer Convention, 1974 (No. 139) Convention concerning Prevention and Control of Occupational Hazards caused by Carcinogenic Substances and Agents (Entry into force: 10 Jun 1976).

³⁵ C148 - Working Environment (Air Pollution, Noise and Vibration) Convention, 1977 (No. 148).

³⁶ C155 - Occupational Safety and Health Convention, 1981 (No. 155).

³⁷ C161 - Occupational Health Services Convention, 1985 (No. 161) Convention concerning the Protection of Workers against Occupational Hazards in the Working Environment Due to Air Pollution, Noise and Vibration (Entry into force: 11 Jul 1979).

³⁸ C170 - Chemicals Convention, 1990 (No. 170) Convention concerning Safety in the use of Chemicals at Work (Entry into force: 04 Nov 1993).

³⁹ C174 - Prevention of Major Industrial Accidents Convention, 1993 (No. 174) Convention concerning the Prevention of Major Industrial Accidents (Entry into force: 03 Jan 1997).

⁴⁰ C183 - Maternity Protection Convention, 2000 (No. 183) Convention concerning the revision of the Maternity Protection Convention (Revised), 1952 (Entry into force: 07 Feb 2002).

⁴¹ C187 - Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187) Convention concerning the promotional framework for occupational safety and health (Entry into force: 20 Feb 2009).

⁴² C190 - Violence and Harassment Convention, 2019 (No. 190) Convention concerning the elimination of violence and harassment in the world of work.

⁴³ In Sections B and C of this Code, the term "Community" refers to the people who live within a geographic region who have been or can be affected by, or have an interest in, the occupational health and safety or environmental practices of a Factory. Following the definition of "the public concerned" in the Aarhus convention (1998), non-governmental organizations promoting environmental protection and meeting any requirements under national law shall be deemed to have an interest (Convention on Access to Information, Public Participation in Decision-Making and Access to Justice In Environmental Matters).

- 1.2. Failing to ensure comprehensive ongoing industrial hygiene and environmental monitoring to measure the release and exposure to all hazardous materials used in manufacturing and production.
- 1.3. Failing to evaluate and control:
 - 1.3.1. hazards from factory buildings, machinery, equipment, tools, and production processes;
 - 1.3.2. hazards from electrical equipment and installations;
 - 1.3.3. hazards from chemical, physical, and biological agents; and
 - 1.3.4. hazards from physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing, highly repetitive or forceful assembly tasks and highly demanding visual tasks.
- 1.4. Failing to evaluate and control specific risks associated with certain work activities that could result in adverse effects on the health, safety and wellbeing of Employees who may be particularly vulnerable because of their age, gender, disability, migration status, or short or long-term health conditions. This includes, in particular, failing to ensure that children, young workers and women who are pregnant, who have recently given birth or who are breastfeeding, never use or otherwise be exposed to toxic substances at work.
- 1.5. Failing to evaluate machinery for safety hazards, including failing to provide and properly maintain physical guards, interlocks and barriers where machinery presents an injury hazard to Employees.
- 1.6. Failing to ensure comprehensive, occupationally relevant health surveillance for all Employees.
- 1.7. Failing to ensure protection of individual confidentiality in monitoring and exposure data.

2. Transparency

- 2.1. Failing to maintain an inventory of all materials and chemical substances used and generated throughout the production process and to disclose it to Employees and their representative organizations upon reasonable request.
- 2.2. Failing to promote full transparency to Employees with respect to information on hazardous substances⁴⁴ found in the manufacturing of the Goods, including those used in production, contained in the Goods, or found in the Factory. Each chemical used or stored in the Factory that appears on a hazardous substances inventory list, should have an individual Safety Data Sheet with hazard information. This information should be provided to all potentially exposed Employees.
- 2.3. Failing to provide ongoing, full, up-to-date, understandable and free-of-charge health and safety information to Employees and their representative organisations that is sufficient to protect their health and safety, in a form that bears in mind their skills and language proficiency. This includes failing to provide the results of medical examinations; information on the identity and the health, safety and environmental effects of substances used in production and present in the Goods they make even when specific material formulas are confidential; and information on Employees' actual and potential exposure to toxic and otherwise hazardous substances.
- 2.4. Failing to provide Employees and Communities with all relevant occupational and environmental health monitoring protocols and records, including the doses, toxicity, and duration of each person's exposure to hazardous substances and corporate health records.

3. Training

- 3.1. Failing to provide ongoing relevant training to Employees, Community representatives and

⁴⁴ This means each chemical used or stored in the facility that appears on a hazardous substances inventory list, should have an individual Safety Data Sheet with hazard information, and this information should be provided to all potentially exposed Employees.

emergency medical responders on the following issues, and to cooperate with appropriate third-party experts:

- 3.1.1. early warning systems about the inherent hazards of the materials being used;
- 3.1.2. detailed information about hazardous substances in production and best practices for protection from and reduction of exposure to those hazards;
- 3.1.3. how to recognize early signs of adverse health impacts; and,
- 3.1.4. implementation of good industrial hygiene practices to prevent and/or minimize exposure to all hazards.

4. Worker voice

- 4.1. Failing to ensure the right of Employees:
 - 4.1.1. to form and join unions and to organize for self-protection, in particular, failing to ensure the right of female Employees and other classes of Employees at heightened risk to take action to defend their rights.
 - 4.1.2. to raise concerns with employers, their co-workers, the press, the public and government agencies, in order to ensure that they themselves and their co-workers are protected, without fear of retaliation;
 - 4.1.3. to collectively bargain;
 - 4.1.4. to develop and participate in democratically elected health and safety committees, and to be provided with the training, authority and paid release time necessary for them to effectively perform assigned committee tasks;
 - 4.1.5. to receive effective health and safety training appropriate to their job assignments and in a language they understand;
 - 4.1.6. to monitor and support effective health and safety protections in the workplace;
 - 4.1.7. to refuse dangerous, unsafe or unhealthy work without reprisal or discrimination;
 - 4.1.8. to have timely access to an appropriate and effective remedy for safety and health violations; and
 - 4.1.9. to be protected from retaliation, intimidation, threats and other reprisals for exercising their rights.

5. Safe materials

- 5.1. Failing to ensure that the risk from hazardous chemicals to the safety and health of Employees and Communities is eliminated. In the event that elimination is not feasible, failing to reduce the risk from hazardous chemicals to a minimum by substitution with not hazardous or less hazardous⁴⁵ chemicals or process.
- 5.2. Failing to implement protection⁴⁶ and prevention measures and exposure controls to ensure that any risks from a hazardous chemical agent to the safety and health of Employees at work is reduced to a minimum, where knowledge does not currently permit such risks to be eliminated by substitution.
- 5.3. Failing to avoid the use of a substance that is inadequately or incompletely categorised and whose environmental or human health effects are unknown, or failing to provide Employees with the best possible protection until the hazards are clarified using safety data sheets.
- 5.4. Failing to safely handle, store, treat, transport and dispose of chemicals and other hazardous materials in order to prevent exposure.

⁴⁵ This means they should be significantly less toxic, persistent, bio accumulative or bio concentrating, carcinogenic, mutagenic, neurotoxic, endocrine disrupting, or hazardous to reproduction and development than the chemicals they replace.

⁴⁶ Including failing to provide Employees with and use appropriate, well-maintained, personal protective equipment, including educational materials about the risks associated with these hazards.

- 5.5. Transferring environmentally unsound technologies and products that are prohibited, cause severe environmental degradation or are found to be harmful to human health, to other countries.

6. Physical environment

- 6.1. Failing to ensure that buildings and structures are safe and healthful facilities, including required lighting, ventilation and air conditioning.
- 6.2. Failing to provide Employees with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities.

7. Occupational injury and diseases

- 7.1. Failing to maintain an effective emergency action plan to prevent and respond to incidents, accidents, natural disasters, and emergencies, including explosions and fires and infectious disease outbreaks, in a manner appropriate to the existent operational risks and the need to prevent or reduce their potential adverse impacts.
- 7.2. Failing to investigate, document, and analyse the findings, adopt measures to prevent reoccurrence and, where required by law, notify and cooperate with the relevant authorities, in case of work-related accident, injury, or disease.
- 7.3. Failing to ensure that Employees and Community members suffering injury or disease that is caused by exposure to hazardous materials receive emergency relief; adequate, just and timely compensation; and treatment and rehabilitation for as long as is needed.
- 7.4. Failing to maintain accurate statistics of occupational injuries, occupational diseases, and fatalities at the Factory.

C. ENVIRONMENT

Standards

The Goods must be produced with respect for environmental responsibility standards, in compliance with domestic and international environmental law and other applicable regulatory requirements. Adverse effects on the environment and natural resources are to be minimized.

Examples of Violations

Examples of violations include but are not limited to:

1. Compliance with environmental standards

- 1.1. Failing to obtain, maintain and keep current all required environmental permits, approvals and registrations.
- 1.2. Failing to identify, label and manage chemical and other materials posing a hazard to human beings or the environment to ensure their safe handling, treatment, transportation, storage, use, recycling or reuse, and disposal.
- 1.3. Failing to document and monitor water sources, use and discharge; to control channels of contamination; and to monitor, control, and adequately treat all wastewater.
- 1.4. Failing to track and document energy consumption and all relevant greenhouse gas emissions.
- 1.5. Failing to adopt appropriate mitigation measures for efficient and effective resource use, pollution prevention and control, and avoidance, minimisation and reduction of greenhouse gases emissions.
- 1.6. Failing to treat and/or dispose of waste in an environmentally sound and safe manner, where waste cannot be recycled, reused, or recovered.
- 1.7. Failing to ensure that Communities near mineral processing facilities and Communities near mines, are provided with effective levels of protection from occupational health and safety hazards and environmental exposures.
- 1.8. Failing to define and communicate key environmental responsibilities to the relevant personnel.
- 1.9. Failing to ensure that employees with direct responsibility for activities relevant to the environmental performance of the activity are suitably qualified and trained.

2. Monitoring and mitigating environmental risk

- 2.1. Failing to perform an assessment of the environmental risks and impacts associated with the manufacture and production and to develop protection, prevention and mitigation measures proportionate to the impacts and risks. The assessment of the environmental risks and impacts associated with the manufacture and production should address, amongst others, resource use and the generation of waste and emissions, the potential cumulative impacts of water abstraction upon Communities and local ecosystems, and the potential effects on climate change.
- 2.2. Failing to establish a policy defining the environmental objectives and principles that enable the activity to achieve sound environmental performance.
- 2.3. Failing to develop and implement a programme of mitigation, corrective and preventive actions to address the identified environmental risks and impacts.

- 2.4. Failing to ensure comprehensive ongoing monitoring to measure the environmental performance of the manufacture and production process, including monitoring of the release of all materials of concern used and/or generated in manufacture/production.
- 2.5. Failing to conduct effective, transparent, independent monitoring and public reporting of all discharge streams from all Factories and mines, and eliminate hazardous exposures and discharges to air, waterways, and land.
- 2.6. Failing to implement mitigation measures, technologies and practices, and corrective and preventive actions, where adverse risks and impacts are identified. In particular, failing to eliminate hazardous exposures and discharges to air, waterways, and land.
- 2.7. Failing to establish and maintain a process for transparent, internal reporting of incidents that have harmed Communities and local ecosystems, including up-to-date and accurate records of all environmental releases from all Factories and mines.

3. Safe materials for the environment

- 3.1. Manufacturing, trading or using hazardous substances and materials subject to international bans or phase-outs due to their high toxicity to living organisms, environmental persistence, potential for bioaccumulation, or potential for depletion of the ozone layer.
- 3.2. Failing to apply appropriate risk management measures in order to minimise or control the release of hazardous substances into air, water and/or land resulting from their production, transportation, handling, storage, use and disposal.
- 3.3. Failing to ensure the safe and secure transport of hazardous materials including wastes, and to implement measures to avoid or reduce Community exposure.

SCHEDULE 30

DVS

1. Introduction

1.1 In this Schedule, the following terms will have the corresponding meanings:

- "Agreed DVS Plan"** means the Initial DVS Plan as updated and approved in accordance with the terms of this Schedule;
- "Category N3 HGV"** means a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
- "Direct Vision Standard" or "DVS"** means Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time, that measures how much direct vision a driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk;
- "Initial DVS Plan"** means the initial plan provided pursuant to **paragraph 2** which sets out and proposes how the Media Partner will ensure that:
- (a) from and including 26 October 2019, all Category N3 HGVs used in the delivery of the contract achieve a minimum of a one (1) star Direct Vision Standard rating;
 - (b) from and including 26 October 2023 all Category N3 HGVs used in the provision of the Advertising Activities achieve a minimum of three (3) star Direct Vision Standard rating;
- "MAM"** means the Maximum Authorised Mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road.

2. DVS Plan

2.1 The Media Partner will not use any Category N3 HGVs in the provision of the Advertising Activities without implementing, observing and complying with an Agreed DVS Plan.

2.2 Subject to **paragraph 2.1**, in the event that the Media Partner proposes to use any Category N3 HGVs in the provision of the Advertising Activities:

- 2.2.1 the Media Partner will provide to the Authority for its approval the Initial DVS Plan;
- 2.2.2 within fifteen (15) Business Days of receiving the Initial DVS Plan pursuant to **paragraph 2.1**, the Authority will either:
 - 2.2.2.1 confirm that the Initial DVS Plan is approved, in which case such plan will become the Agreed DVS Plan; or
 - 2.2.2.2 provide the Media Partner with any comments on and/or amendments to the Initial DVS Plan.
- 2.2.3 Within thirty (30) Business Days (for the purpose of **paragraph 2.2.2.2**) or fifteen (15) Business Days (for the purpose of **paragraph 2.2.4.2**) of receipt of any comments and/or amendments from the Authority in accordance with **paragraph 2.2.2.2** or **paragraph 2.2.4.2** (as applicable), the Media Partner will:

- 2.2.3.1 develop the Initial DVS Plan to reflect such comments and/or amendments; and
- 2.2.3.2 submit an updated Initial DVS Plan to the Authority for approval.
- 2.2.4 Within fifteen (15) Business Days of receipt of the updated Initial DVS Plan, the Authority will confirm that either the updated Initial DVS Plan:
 - 2.2.4.1 is approved, in which case it will become the Agreed DVS Plan; or
 - 2.2.4.2 not approved and provide its further comments and/or amendments to the Media Partner and the Media Partner will revise and re-submit the updated Initial DVS Plan for approval in accordance with **paragraph 2.2.3**.

The process set out in this **paragraph 2.2.4** will be repeated until the updated Initial DVS Plan is approved by the Authority.

- 2.2.5 Where the Authority, acting reasonably, has not approved the updated Initial DVS Plan, the Media Partner may refer that decision to the dispute resolution process set out in the Agreement.
- 2.2.6 Without limiting any other provision of this Agreement, the Media Partner will, at no additional cost to the Authority, and as part of the Advertising Activities:
 - 2.2.6.1 implement, observe and comply with the Agreed DVS Plan; and
 - 2.2.6.2 review and amend the Agreed DVS Plan (as necessary) on each twelve (12) month anniversary of the date of the Authority's approval of the Initial DVS Plan or earlier if requested by the Authority, to reflect:
 - (a) any changes to the nature of the Advertising Activities; and
 - (b) any comments and/or amendments made or proposed by the Authority.

3. **DVS Co-ordinator**

- 3.1 In the event that the Media Partner uses any Category N3 HGVs in the provision of the Advertising Activities, the Media Partner will nominate an employee/member of the Media Partner with the necessary experience, competency and authority to:
 - 3.1.1 be responsible for implementation and compliance with the Agreed DVS Plan; and
 - 3.1.2 act as the Media Partner's authorised representative on all matters concerning the Agreed DVS Plan ("**DVS Co-ordinator**").
- 3.2 The Media Partner will add the DVS Co-ordinator's details to the list of Key Personnel set out in **Schedule 10**.

4. **Self-Certification and Reporting**

On each anniversary of the date of the Authority's approval of the Initial DVS Plan, the Media Partner will submit a report to the Authority which sets out the Media Partner's progress in respect of implementation of the Agreed DVS Plan and confirms (with supporting evidence) that the Media Partner has complied with the Agreed DVS Plan. The Media Partner will provide all supporting evidence in relation thereto as requested by the Authority.

5. **DVS Infractions**

- 5.1 Without limiting the effect of any other provision of this Agreement relating to termination, if the Media Partner fails to comply with the terms of this Schedule:
 - 5.1.1 the Media Partner will be deemed to have committed a material breach of this Agreement; and
 - 5.1.2 the Authority may refuse the Media Partner, Media Partner Personnel and each Category N3 HGV entry onto any property that is owned, occupied or managed by or on behalf of the Authority for any purpose (including deliveries).

Appendix 30A

Not Used

SCHEDULE 31

Strategic Labour Needs and Training Requirements

1. **Strategic Labour Needs and Training Requirements**
- 1.1 Without prejudice to the other provisions in this Agreement relating to the Media Partner Personnel, this Schedule sets out the Media Partner's obligations in respect of:
 - 1.1.1 supporting the Authority and TfL Affiliates (and third parties nominated by the each of them) in the implementation of the Skills and Employment Strategy; and
 - 1.1.2 ensuring that the Media Partner attracts, develops and retains the Media Partner Personnel with the skills necessary to deliver the Advertising Activities throughout the Term.
- 1.2 In this Schedule, the following terms will have the corresponding meanings:

"Agreed SLNT Plan"	the Media Partner's strategic labour needs and training plan set out at Appendix 31C (<i>Initial/Agreed SLNT Plan</i>) to this Schedule, to be prepared in accordance with the SLNT Plan Template and approved by the Authority
"Apprentice"	a member of the Media Partner Personnel who is registered as an apprentice or technician with an industry recognised body
"Good Industry Practice"	in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances
"Implementation Plan"	the plan set out at Appendix 31D (<i>Implementation Plan</i>), submitted by the Media Partner in accordance with paragraph 2.1.3
"Initial SLNT Plan"	the initial strategic labour needs and training plan set out at Appendix 31C (<i>Initial/Agreed SLNT Plan</i>), submitted by the Media Partner prior to the Contract Commencement Date and to be agreed between the parties in accordance with paragraphs 2.1 to 2.5
"Quarterly SLNT Monitoring Report"	the report to be prepared by the Media Partner in the form set out at Appendix 31E (<i>Quarterly SLNT Monitoring Report Template</i>) to this Schedule and submitted to the Authority in accordance with paragraph 4.1
"Skills and Employment Strategy"	the TfL ten (10) year skills and employment strategy, as amended from time to time. A copy of the current Skills and Employment Strategy is provided at Appendix 31A (<i>Skills and Employment Strategy</i>) to this Schedule
"SLNT Co-ordinator"	the meaning given to it in paragraph 3.1
"SLNT Infraction"	any breach by the Media Partner of any of its obligations under this Schedule
"SLNT Output"	the minimum number of Apprentice positions or equivalent to be delivered by the Media Partner (either directly through its own personnel and the personnel of its subcontractors) under this Agreement, as identified and agreed in the Agreed SLNT Plan
"SLNT Plan Template"	the template for the SLNT Plan set out at Appendix 31B (<i>SLNT Plan Template</i>) to this Schedule, to be completed by the Media Partner.

2. **Agreed SLNT Plan**

- 2.1 Based on the Initial SLNT Plan, the Media Partner will:
- 2.1.1 further develop the Initial SLNT Plan to reflect the comments and requirements of the Authority;
 - 2.1.2 submit a revised copy of the Initial SLNT Plan to the Authority for approval within twenty (20) Business Days of the Contract Commencement Date; and
 - 2.1.3 provide an Implementation Plan as contained in **Appendix 31D** to this Schedule based on the revised copy of the Initial SLNT Plan within forty (40) Business Days of the Contract Commencement Date.
- 2.2 If the Initial SLNT Plan is:
- 2.2.1 approved, it will be adopted immediately and become the Agreed SLNT Plan; or
 - 2.2.2 not approved, the Media Partner will amend the Initial SLNT Plan and re-submit it to the Authority for approval within the time period agreed in writing between the parties. If the Authority does not approve the Initial SLNT Plan following its resubmission, the matters preventing such approval will be resolved in accordance with the dispute resolution procedure.
- 2.3 Without limiting any other provision of this Agreement, the Media Partner will:
- 2.3.1 comply with provisions of the Agreed SLNT Plan; and
 - 2.3.2 at no additional cost to the Authority and subject to the provisions of **paragraph 2.4** below, review and amend the Agreed SLNT Plan and Implementation Plan:
 - 2.3.2.1 three (3) months prior to the Advertising Commencement Date; and
 - 2.3.2.2 every twelve (12) months following the Advertising Commencement Date or at other times requested by the Authority, to reflect:
 - (a) Good Industry Practice;
 - (b) any changes to the nature of the Advertising Activities or Equipment; and
 - (c) any amendments proposed by the Authority.
- 2.4 Any changes or amendments to the Agreed SLNT Plan will be subject to the contract variation procedure and will not be implemented until approved in writing by the Authority.
- 2.5 In order to facilitate the efficient implementation of the Media Partner's SLNT requirements as contained in the Agreed SLNT Plan, the Authority will also require the Media Partner to prepare an Implementation Plan as contained in **Appendix 31D** to this Schedule. The Media Partner will complete the Implementation Plan prior to the Contract Commencement Date.
- ## 3. **SLNT Co-ordinator**
- 3.1 Within twenty (20) Business Days of the Contract Commencement Date, the Media Partner will nominate a member of the Media Partner Personnel with the necessary skills and authority to:
- 3.1.1 be responsible for the implementation and on-going development and maintenance of the Agreed SLNT Plan; and
 - 3.1.2 act as the single point of contact for personnel of the Authority on all matters concerning the Agreed SLNT Plan,
- (the "**SLNT Co-ordinator**").

3.2 The parties will add the SLNT Co-ordinator to the list of Key Personnel set out in **Schedule 10**.

4. **Monitoring and Reporting**

4.1 Subject to **paragraph 5.1** below, the Media Partner will provide the Authority with a Quarterly SLNT Monitoring Report within ten (10) Business Days of the quarter end date. This will detail the Media Partner's performance against the Agreed SLNT Plan.

4.2 Failure to provide the Authority with a copy of the Quarterly SLNT Monitoring Report within the timescales set out in **paragraph 4.1** above will constitute a material breach of this Agreement.

4.3 The Media Partner will ensure at all times that it complies with the requirements of the Data Protection Laws in the:

4.3.1 development and maintenance of training plans; and

4.3.2 collection and reporting of the information to the Authority pursuant to **paragraph 4.1** above.

5. **SLNT Infractions**

5.1 Failure to:

5.1.1 ensure that each SLNT Output for the monitoring period is delivered in accordance with Agreed SLNT Plan; and/or

5.1.2 review the Agreed SLNT Plan in accordance with **paragraph 2.3**,

will constitute a material breach of this Agreement.

6. **SLNT Audit**

6.1 The Authority may from time to time undertake any audit or check of any and all information regarding the Media Partner's compliance the provisions of this Schedule.

6.2 The Media Partner will maintain and retain records relating to the Agreed SLNT Plan and its compliance with the provisions of this Schedule for a minimum of seven (7) years.

6.3 The Authority will use reasonable endeavours to co-ordinate such audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Media Partner is not, without due cause, disrupted or delayed in the performance of the Media Partner's obligations under this Agreement.

6.4 The Media Partner will promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

6.4.1 granting or procuring the grant of access to any:

6.4.1.1 premises used in the Media Partner's performance of this Agreement, whether the Media Partner's own premises or otherwise;

6.4.1.2 equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Media Partner's obligations, wherever situated and whether the Media Partner's own equipment or otherwise; and

6.4.2 complying with the Authority's reasonable requests for access to senior personnel engaged in the Media Partner's performance of this Agreement.

Appendix 31A

Skills and Employment Strategy

A copy of the Transport Infrastructure Skills Strategy can be obtained from:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/495900/transport-infrastructure-strategy-building-sustainable-skills.pdf

A copy of the Transport Infrastructure Skills Strategy (TISS) – Three Years On - can be obtained from:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/815382/stat-three-years-of-progress.pdf

Appendix 31B

SLNT Plan Template

Title – SLNT Activity Breakdown

Please complete the following table outlining how you intend to meet your SLNT commitments.

Table 1:

SLNT Activity Area	Priority Output	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Cross Check	
								SLNT Value	SLNT Totals
Apprenticeship Job Starts									
New Entrant - Level 2-3 (FTE)	Y						0	1	0
New Entrant - Level 4+ (FTE)	Y						0	1.5	0
Social Mobility Level 2-3 (FTE)	Y						0	1	0
Social Mobility Level 4+ (FTE)	Y						0	1.5	0
Existing Employee Level 2-3 (FTE)	Y						0	1	0
Existing Employee Level 4+ (FTE)	Y						0	1.5	0
Apprenticeship Success									
Completion (FTE)							0	1	0
Job Creation									
Social Mobility (FTE)							0	1	0
Educational/Career Support									
Targeted Placement Positions (Days)							0	10	0
Placement Positions (Days)							0	20	0
Educational Engagement (Days)							0	20	0
Equivalent Contract Value									
Services		£0						Total SLNT Activity	
Construction / Manufacturing		£0						Priority Activities	
								0	0

Strategic Labour Needs and Training Method Statement

A)	Delivery	of	SLNT	Activity	Breakdown
<p>Referring to the SLNT Activity Breakdown outlined in Table 1, provide a method statement of how you will undertake activities in each of the SLNT areas. Any areas where you are not proposing to undertake activity should be left blank. You may use up to [250] words in each of the following boxes.</p>					
<p>Apprentice Job Start – New Entrant</p> <p>Method statement will include:</p> <ul style="list-style-type: none"> • Attraction and Recruitment • Apprenticeship Frameworks & Standards • Training Provider • Funding • Apprentice welfare – Terms, Conditions and Benefits <p>Content:</p>					
<p>Apprentice Job Start – Social Mobility</p> <p>Method statement will include:</p> <ul style="list-style-type: none"> • Attraction and Recruitment • Apprenticeship Frameworks & Standards • Training Provider • Funding • Apprentice welfare – Terms, Conditions and Benefits • Engagement with charities and referral partners <p>Content:</p>					
<p>Apprentice Start – Existing Staff</p> <p>Method statement will include:</p> <ul style="list-style-type: none"> • Generating interest in the existing workforce • Apprenticeship Frameworks & Standards • Training Provider • Funding <p>Content:</p>					
<p>Apprentice Success – Completion</p> <p>Method statement will include:</p> <ul style="list-style-type: none"> • Support provided to ensure timely completion of the Apprenticeship • Career pathways and opportunities available for successful Apprentices • How Apprentices that are not retained are supported into work upon completion of the Apprenticeship <p>Content:</p>					
<p>Job Start - Social Mobility</p> <p>Method statement will include:</p> <ul style="list-style-type: none"> • Target groups or priorities • Possible job roles available 					

- Training and support to retain the job start
- Charities and partner engagement to find suitable candidates

Content:

Targeted Placement Positions

Method statement will include:

- The target group(s) and the method of finding the candidates
- Placement objectives
- Typical length and type of placement

Content:

Placement Positions

Method statement will include:

- The target group(s) and the method of finding the candidates
- Placement objectives
- Typical length and type of placement

Content:

Educational Engagement

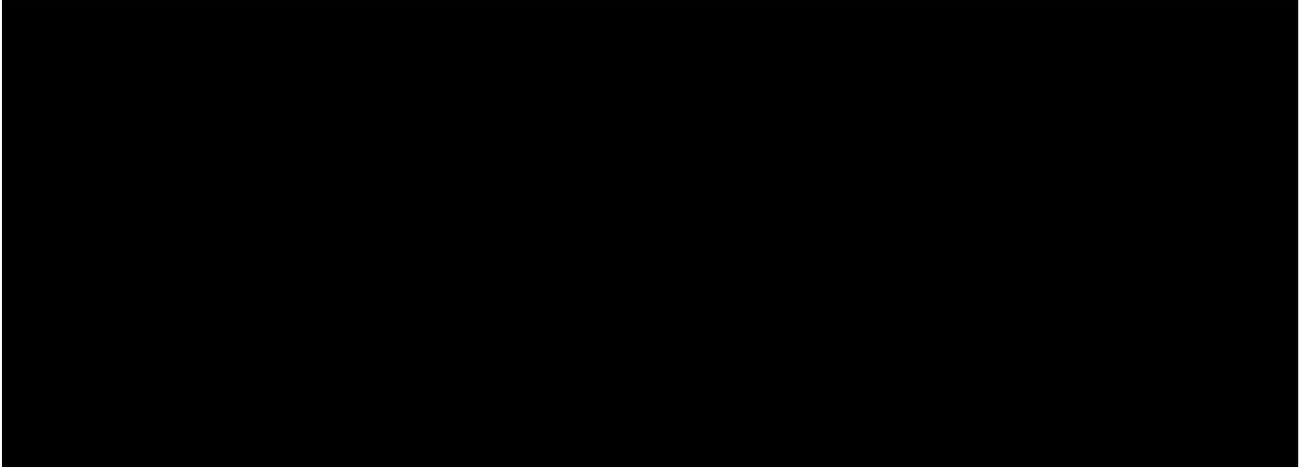
Method statement will include:

- The target educational establishments
- Objectives of engagement
- Engagement activities

Content:

Appendix 31C

Initial/Agreed SLNT Plan



Appendix 31D Implementation Plan

1 Contact Information												
TfL Contract						SLNT Coordinator						
Supplier Name						Current Phone Number						
Contract Manager						Contact Email						
TfL Stakeholder/SRM						Plan Period						
Reporting Requirements						Plan Review Date						
Supplier Skills Manager												
2 Overview and Background												
2.1 Overview: Please provide an overview of the contract/ project to which the SLNT requirements have been applied												
2.2 Method: Please outline how you will deliver your SLNT requirements with particular focus on TfL priority outputs												

2.3 - Forecast Outputs: Please indicate in the table below forecasted SLNT outputs

	Apprentices						Job Creation	Educational / Career Support			
	Job Start (FTE)		Workless (FTE)		Existing Staff (FTE)		Completion	Social Mobility (FTE)	Targeted Placement (Days)	Placement (Days)	Educational Engagement (Days)
	Level 2 - 3	Level 4+	Level 2 - 3	Level 4+	Level 2 - 3	Level 4+					
Previous Year											
June											
July											
August											
September											
October											
November											
December											
January											
February											
March											
April											
May											
June											
Annual Total	0	0	0	0	0	0	0	0	0	0	0
Future Years											
TOTAL											

2.4 - Milestones: Please detail key milestones related to the delivery of your SLNT outputs

Milestone 1	Milestone 6
Milestone 2	Milestone 7
Milestone 3	Milestone 8
Milestone 4	Milestone 9
Milestone 5	Milestone 10

2.5 - Partners: Please detail any partner organisations that will assist you in your SLNT delivery (Organisation and Key Contact)

Partner 1	Partner 6
Partner 2	Partner 7
Partner 3	Partner 8
Partner 4	Partner 9
Partner 5	Partner 10

3. Risks: Please detail any risks and associated mitigation measures for the delivery of your SLNT requirements

	Risk	Likelihood
1		
2		
3		
4		
5		

4. Communications: Please outline any planned SLNT communication, events or publications (internal and external) and how TIL will be notified

5. Monitoring: You are required to complete the three monitoring templates attached to this document (Sheet 1,2 & 3 of this document)

1. SLNT Monitoring Form - Outlines SLNT Outputs for each reporting period
2. Job Start/Engagement Monitoring Form
3. Apprentice Monitoring Form

6. Sign Off:

Suppliers SLNT Co-ordinator (Name)	Date
TIL Supplier Skills Manager (Name)	Date
Implementation Plan Review Date	

Appendix 31E

Quarterly SLNT Monitoring Report Template

Sheet 1

SLNT Reporting Table								
Organisation								
TfL Contract / Project								
Date								
SLNT Reporting Period (Quarter)								
SLNT Activity Area	Priority Output	Annual Target	Annual Forecast	Outputs this Period	Total Outputs to date	Cross Check		Additional Detail / Information
						SLNT Value	SLNT	
Apprentices (monitoring data to be provided on Sheet 3)								
New Entrant - Level 2-3 (FTE)	Y					1	0	
New Entrant - Level 4+ (FTE)	Y					1.5	0	
Social Mobility - Level 2-3 (FTE)	Y					1	0	
Social Mobility - Level 4+ (FTE)	Y					1.5	0	
Existing Employee - Level 2-3 (FTE)	Y					1	0	
Existing Employee - Level 4+ (FTE)	Y					1.5	0	
Apprenticeship Success (monitoring data to be provided on Sheet 2)								
Completion (FTE)						1	0	
Job Creation (monitoring data for placements to be provided on Sheet 2)								
Social Mobility (FTE)						1	0	
Job Creation (monitoring data to be provided on Sheet 2)								
Targeted Placement Position (Days)						10	0	
Placement Positions (Days)						20	0	
Educational Engagement (Days)						20	0	
						Total SLNT Activity	0	
						Priority Activities	0	
Highlights: Please provide further information on the activities undertaken in this reporting period. This could include a summary of the apprenticeships/job starts delivered, key partners/organisations that you have engaged with, schools/career fairs attended and placements offered.								
Issues / Concerns / Risks: Please highlight any issues that have impacted your SLNT delivery.								

Sheet 4 – Help & Guidance

What is meant by an apprenticeship?

An apprenticeship combines practical experience in a job with study. Apprentices will work alongside experienced staff and gain job-specific skills. They earn a wage, get holiday pay and in some cases study towards a related qualification. Most apprenticeships take between 1 and 3 years to complete, depending on their level. Some can take longer. Apprentices must be enrolled on and working towards an approved Apprenticeship Standard or Framework. For frameworks, an apprentice will be working towards the selected knowledge and competence qualification/s listed on the framework, and complete their apprenticeship when they have completed the qualifications. For standards, an apprentice will be working towards the competencies set out in the end point assessment, and will complete when they have passed this assessment. It is important to remember that apprenticeships can cover a number of levels, ages and experience – it is not simply about school leavers. Up-skilling existing staff is also important, provided this is carried out using an approved Apprenticeship Standard or Framework.

What is meant by workless?

An individual who is economically inactive is classified as 'workless'. They could be in receipt of benefits but this is not essential. Someone who is in full or part time work or education, or who is moving from education into employment after the summer holidays, would not be classified as workless. As a guide, we would expect an individual to be workless for a minimum of 30 days prior to starting work to be reported as 'workless'.

How will this data be used?

The apprenticeship data on this template will be shared with DfT (Department for Transport). The Unique Identifier code (D.O.B and post code region) is only used to enable DfT to distinguish between unique individuals so that (i) DfT does not duplicate reports from the same source; and (ii) DfT can determine the number of unique individuals. If this ID code is collected together with other information which could identify an individual when combined, DfT remove the UI code to prevent this from occurring. The data contained within this template is used to provide high level statistical analysis and the data is anonymised. DfT will not disclose any information that would allow the individual to be identified.

SHEET 2: SLNT MONITORING FORM - Guidance on what is required for each field

Employer Name
Enter the name of the company the apprentice is employed with.
Supplier Tier in Supply Chain. Select from list
Confirm if the employer is a Tier 1 supplier. If not, select 'other supplier'
SLNT Output Type
Please select from the drop down list the SLNT output type that the individual is being reported as.
Start Date
Please state the start date of the individual.
Job Title
Please state the job title of the individual. If they are completing a placement, please state what role they are shadowing/interested in, or what department they are working in e.g Civil Engineering Placement. For graduates, please state what graduate scheme they are on e.g. Planning Graduate.
Duration

This field only needs to be completed for placement outputs. Please state the duration of the placement e.g. 2 weeks, or 1 day per week for 3 months.
Workless
Confirm if the individual was unemployed prior to starting work. See definition above.
Ethnicity
Select from the drop down list
Gender
Select from the drop down list
Disability
Select from the drop down list
Criminal Conviction
Select from the drop down list
Date of Birth
Input the individual's full date of birth
Home post code (first section only e.g. CB12)
Input the first half of the individual's home post code
Unique identifier (self calculating field) NOTE: Highlighted pink indicates apprentice is duplicated
Nothing needed in this field - populates automatically

SHEET 3: APPRENTICE MONITORING FORM - Guidance on what is required for each field

Employer Name
Enter the name of the company the apprentice is employed with.
Supplier Tier in Supply Chain. Select from list
Confirm if the employer is a Tier 1 supplier. If not, select 'other supplier'
Proposed start date of each apprenticeship
Enter the apprentice enrolment date.
Proposed end date of each apprenticeship
Enter the expected apprenticeship completion date.
Apprenticeship Standard - select from following link https://www.gov.uk/government/collections/apprenticeship-standards
If the apprentice is enrolled on an apprenticeship standard, use the link https://www.gov.uk/government/collections/apprenticeship-standards to select the relevant approved standard that the apprentice is working towards and include the full apprenticeship title.
Apprenticeship Framework - select from following link http://www.afo.sscalliance.org/frameworks-library/
If the apprentice is enrolled on an apprenticeship framework, use the link http://www.afo.sscalliance.org/frameworks-library/ to select the relevant approved framework that the apprentice is working towards and include the full apprenticeship title including the pathway title.
Level of apprenticeship. Select from list
Select the level of the apprenticeship from the drop down list. Equivalence qualifications have been listed as examples.
Level 2 - (equivalent to GCSE [A* to C], NVQ level 2)
Level 3 - (equivalent to AS and A level NVQ level 3)
Level 4 - (equivalent to Certificate of Higher Education, NVQ level 4)
Level 5 - (equivalent to Higher National Diploma, NVQ level 4)

Level 6 - (equivalent to Bachelors Degree)
Level 7 - (equivalent to Postgraduate Diploma, Master's Degree)
Level 8 - (equivalent to PhD)
Occupation of apprenticeship (SOC code). Select from list
Select the most relevant job title/role from the drop down list. If your apprentice occupation is a back office support function or not listed then select none of the above.
Workless
Confirm if the apprentice was unemployed prior to starting their apprenticeship. See definition above.
Ethnicity
Select the apprentice's ethnicity from the list, or select 'prefer not to say'.
Gender
Select from the drop down list
Disability
Select from the drop down list
Criminal Conviction
Select from the drop down list
Date of Birth of apprentice
Input the apprentice's full date of birth
Home post code of apprentice (first section only e.g. CB12)
Input the first half of the apprentice's home post code
Completed? Select from list
This selection is to measure the number of completed apprenticeships and is used for supplier monitoring and reporting
Unique identifier (self calculating field) NOTE: Highlighted pink indicates apprentice is duplicated
This field identifies if there are any duplicate entries when information is collated by TfL and the DfT.

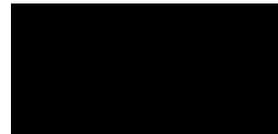
THIS AGREEMENT has been signed for and on behalf of the parties the day and year written above.

Signed by **ALEX WILLIAMS**)
for and on behalf of)
TRANSPORT TRADING LIMITED)



Signature of director/officer

Signed by )
for and on behalf of)
GLOBAL OUTDOOR MEDIA LIMITED)



Signature of director/officer