

# **TRAFFIC TECHNOLOGY CONTRACT (TTC)**

## **BETWEEN**

**(1) TRANSPORT FOR LONDON**

**(2) YUNEX LIMITED**

**LOT 4 (NORTH AND CENTRAL)**

**VOLUME 1 of 5**

.....

[Redacted Signature]

.....  
**For and on behalf of Yunex Limited**

[Redacted Signature]

.....  
**For and on behalf of Yunex Limited**

[Redacted Signature]

.....  
**For and on behalf of Transport for London**

**Date**

.....  
**23 MARCH 2023**



**Contract Reference Number: ICT14343**

**Date: 23 MARCH 2023**

**TTC Agreement**

**between**

**Transport for London**

**and**

**Yunex Limited**

**in respect of traffic control signals and related equipment and  
services**

**(Lot 4)**

## CONTENTS

| Clause | Heading of Clause  | Page |
|--------|--|------|
| 1      | DEFINITIONS AND INTERPRETATION .....   | 1    |
| 2      | SCOPE OF CONTRACT.....   | 3    |
| 3      | COMMENCEMENT AND DURATION.....   | 4    |
| 4      | CONDITION OF SITES, CONTRACT AREA AND CONTRACTOR SOLUTION .....  | 5    |
| 5      | THE SERVICES .....   | 6    |
| 6      | WORKS INSTRUCTION MECHANISM .....  | 8    |
| 7      | WORKS INSTRUCTION.....   | 9    |
| 8      | INFORMATION MODELLING .....  | 13   |
| 9      | EQUIPMENT, AUTHORITY SPARES AND AUTHORITY FURNISHED ASSETS, TITLE<br>AND RISK .....                              | 14   |
| 10     | SOFTWARE AND SOURCE CODE.....  | 18   |
| 11     | MAINTENANCE, ACCESS AND FAULT REPAIR/REPORTING .....   | 21   |
| 12     | CO-OPERATION AND PROVISION OF INFORMATION .....  | 22   |
| 13     | CONTRACTOR FACILITIES .....  | 22   |
| 14     | SYSTEMS AND THE SITE .....   | 23   |
| 15     | PERFORMANCE MANAGEMENT .....   | 26   |
| 16     | AVAILABILITY INCENTIVES AND THE CLIENT'S REMEDIES FOR FAILURE TO<br>PERFORM.....                                 | 28   |
| 17     | CHARGES AND PAYMENT .....  | 28   |
| 18     | RECOVERY OF SUMS FROM THE CONTRACTOR .....   | 31   |
| 19     | CHANGE IN LAW .....  | 31   |
| 20     | WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS .....   | 32   |
| 21     | LIABILITY .....  | 37   |
| 22     | INSURANCE .....  | 40   |
| 23     | COMPLIANCE WITH POLICIES AND LAW .....   | 45   |
| 24     | CORRUPT GIFTS AND PAYMENTS OF COMMISSION .....   | 48   |
| 25     | SUB-CONTRACTING AND CHANGE OF OWNERSHIP .....  | 48   |
| 26     | CONTRACTOR PERSONNEL.....  | 51   |
| 27     | EMPLOYEES AND PENSIONS.....  | 54   |
| 28     | OPERATIONAL MANAGEMENT .....   | 54   |
| 29     | ACCESS TO PREMISES.....  | 55   |
| 30     | SUSPENSION OF THE SERVICES .....   | 57   |
| 31     | STEP-IN AND RIGHT TO TRANSFER SERVICES TO ONE OR MORE THIRD PARTY<br>SUPPLIERS (INCLUDING LOT 7 PROVIDERS) ..... | 58   |
| 32     | TERMINATION .....  | 61   |
| 33     | CONSEQUENCES OF TERMINATION .....  | 64   |
| 34     | EXIT PLANNING .....  | 68   |
| 35     | DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION<br>EVENT .....                                 | 69   |
| 36     | FORCE MAJEURE .....  | 70   |
| 37     | RELIEF EVENTS AND EXCUSING CAUSES FOR MAINTENANCE.....   | 71   |
| 38     | BUSINESS CONTINUITY .....  | 71   |
| 39     | HEALTH AND SAFETY .....  | 71   |
| 40     | CONFIDENTIALITY AND TRANSPARENCY .....   | 71   |
| 41     | ANNOUNCEMENTS .....  | 73   |
| 42     | FREEDOM OF INFORMATION .....   | 73   |

|    |   |    |
|----|---|----|
| 43 | PROTECTION OF PERSONAL DATA .....                     | 74 |
| 44 | INTELLECTUAL PROPERTY RIGHTS .....                    | 74 |
| 45 | DATA.....   | 77 |
| 46 | RECORDS, AUDIT AND INSPECTION.....                    | 78 |
| 47 | RELIANCE CONTRACTS .....                              | 81 |
| 48 | EXCLUSIVE THIRD PARTY AGREEMENTS .....                | 83 |
| 49 | QUALITY AND BEST VALUE .....                          | 84 |
| 50 | SECURITY FOR DUE PERFORMANCE .....                    | 84 |
| 51 | LONDON LIVING WAGE .....                              | 84 |
| 52 | CONTRACTOR VEHICLE AND ROAD SAFETY REQUIREMENTS ..... | 86 |
| 53 | SET OFF .....   | 86 |
| 54 | CONFLICT OF INTEREST .....                            | 86 |
| 55 | EARLY WARNING .....                                   | 87 |
| 56 | VARIATIONS TO THE CONTRACT.....                       | 87 |
| 57 | NOVATION .....  | 87 |
| 58 | NOTICES AND COMMUNICATIONS .....                      | 88 |
| 59 | WAIVER.....   | 88 |
| 60 | INVALIDITY AND SEVERABILITY .....                     | 88 |
| 61 | RELATIONSHIP OF THE PARTIES.....                      | 89 |
| 62 | SURVIVAL .....  | 89 |
| 63 | CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 .....    | 89 |
| 64 | ENTIRE AGREEMENT .....                                | 89 |
| 65 | SUCCESSORS .....                                      | 90 |
| 66 | COSTS AND EXPENSES .....                              | 90 |
| 67 | FURTHER ASSURANCE.....                                | 90 |
| 68 | COUNTERPARTS .....                                    | 90 |
| 69 | EQUITABLE REMEDIES .....                              | 90 |
| 70 | WEEE .....  | 90 |
| 71 | ROHS .....  | 91 |
| 72 | BATTERIES .....                                       | 91 |
| 73 | REACH.....  | 92 |
| 74 | DISPUTE RESOLUTION .....                              | 92 |
| 75 | LAW AND JURISDICTION .....                            | 96 |



THIS CONTRACT is made this 23<sup>rd</sup> day of MARCH 2023  
BETWEEN:

- (1) **Transport for London** a statutory corporation whose principal office is at 5 Endeavour Square, London E20 1JN (the "**Client**" or the "**Authority**"), for and on behalf of itself, the Client, and the other Service Recipients; and
- (2) **Yunex Limited** a company registered in England and Wales (Company Registration Number 13199800) whose registered office is at Sopers Lane, Poole, Dorset, United Kingdom, BH17 7ER (the "**Contractor**").

**RECITALS:**

- (A) The Client is under a duty to facilitate safe, integrated, efficient and economic transport facilities and services to, from and within Greater London and the Lots (as defined in **Schedule 2** below).
- (B) The Client has itself and/or by way of Third Party suppliers, installed and has been or is responsible for the maintenance and upkeep of traffic technology systems for and on roads in the Greater London area which comprise, amongst other things, traffic signals and monitoring equipment connected to one or more Systems (as defined in **Schedule 2**), enabling its staff and agents to monitor and/or direct traffic on Greater London's road network.
- (C) The Client's existing contracts relating to maintenance of and capital works in relation to traffic control and related equipment are due to expire and, pursuant to the Client advertising the project in the Find a Tender service, the Client wishes to replace these with new contracts going forwards and to enter into new agreements with a number of contractors for the Client and the other Service Recipients relating to three different geographical areas in the Greater London area as shown in **Annex B of Schedule 1** and which, in relation to the Contractor:
  - (i) enables the Client to instruct the Contractor to undertake Proposed Capital Works or Proposed Ordered Maintenance (as defined in **Schedule 2**), pursuant to a direct instruction (and once instructed, referred to as "**Instructed Capital Works**" or "**Instructed Ordered Maintenance**", respectively, under this Contract) for and on behalf of the Client and the other Service Recipients; and
  - (ii) requires the Contractor to perform Regular Maintenance and other Maintenance (as defined in **Schedule 2**) for and on behalf of the Client and the other Service Recipients within the Contract Areas.
- (D) The Contractor holds itself out as an expert in the Services to be provided under this Contract and the Client appoints and the Contractor hereby accepts its appointment to perform the Instructed Capital Works and Instructed Ordered Maintenance it is contracted to provide, the Maintenance and the other Services, as set out below, and to be able to compete for certain other Proposed Capital Works and Proposed Ordered Maintenance, all in accordance with the terms of this Contract.

**THE PARTIES AGREE THAT:**

**1. DEFINITIONS AND INTERPRETATION**

In this Contract:

- 1.1 a reference to 'STC' or 'Surface Technology Contract' shall be construed as a reference to 'TTC' or 'Traffic Technology Contract (as applicable);
- 1.2 the defined terms and expressions set out in **Schedule 2** shall have the meanings set out in such Schedule, unless the context otherwise requires;

- 1.3 save in respect of terms given different meanings in the singular and plural in **Schedule 2**, a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.4 any reference to time in this Contract shall be construed during the period of summer time to be British Summer Time (whilst ever it exists), and otherwise to be Greenwich Mean Time;
- 1.5 a reference to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and will include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of this Contract;
- 1.6 a reference to any document other than as specified in **Clause 1.5** and save as expressed otherwise will be construed as a reference to the document as at the date of execution of this Contract (as may have been varied in accordance with this Contract);
- 1.7 headings are included in this Contract for ease of reference only and do not affect the interpretation or construction of this Contract;
- 1.8 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of, and schedules to, this Contract and any reference to a paragraph in any Schedule will, in the absence of provision to the contrary, relate to the paragraph in that Schedule save that a reference to a Clause in **Schedule 6** shall be to a reference to a Clause in the Capital Works Conditions of Contract;
- 1.9 subject to **Clause 1.13**, the Schedules, Exhibits, Annexes and Appendices form part of this Contract and will have the same force and effect as if expressly set out in the body of this Contract;
- 1.10 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;
- 1.11 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context;
- 1.12 references to "in writing" or "written" are to:
- 1.12.1 written communication effected by post;
- 1.12.2 documents or information or data posted via the applicable System as the Client confirms to the Contractor from time to time (whether as set out in **Schedule 26**, by issuing a notice pursuant to **Clause 58** or via the Change Control Procedure);
- save that documents, information or data posted via a System cannot be used to issue a formal notice as referred to and pursuant to **Clause 58** nor for documenting a variation of the Contract nor for documenting a change made via the Change Control Procedure;
- 1.13 in the event, and only to the extent, of any conflict between the Clauses, the Schedules, the Annexes, the Appendices and any other document referred to in or incorporated into this Contract, the order of priority for the purposes of construction shall be as set out below (save where and to the extent a provision(s) are expressly set out to take precedence over another/others):
- 1.13.1 any and all validly made variations to this Contract to the extent they update the Contract;
- 1.13.2 (a) the **Clauses 1 to 75** (inclusive) and additionally those Clauses set out in **Schedule 20**; and (b) the Capital Works Conditions of Contract in **Schedule 6**

including its annexes and appendices in relation to Capital Works and Ordered Maintenance;

1.13.3 the Statement of Requirements including (with equal precedence) the Equipment List within that Statement of Requirements (as may have been amended in accordance with this Contract), save where and to the extent the Statement of Requirements (or a part thereof) are stated expressly to take precedence over another document;

1.13.4 the remaining Schedules and Annexes and Appendices save where and to the extent they are stated expressly to take precedence over another document in which case they will do so to the extent set out; and

1.13.5 any other document referred to or incorporated into this Contract;

1.14 any obligation on the Contractor to comply with standards, policies, procedures or the like will be an obligation on the Contractor to comply with the same as they will be amended from time to time and communicated to the Contractor.

## 2. SCOPE OF CONTRACT

2.1 In consideration of:

2.1.1 the Prices to be paid for the Instructed Capital Works and Instructed Ordered Maintenance; and

2.1.2 the Maintenance Charges to be paid for the Regular Maintenance and other Maintenance; and

2.1.3 any other charges properly due to the Contractor set out in **Schedule 5 (Price and Payment)**,

the Contractor will undertake and perform all of the Services in accordance with this Contract and the timings set out or, where none are set out, in a timely manner. As at the Contract Commencement Date the Contractor is appointed to provide the Services in respect of two Contract Areas / Lots as set out in **Part A of Schedule 1 (Key Contract Information)**.

2.2 For the avoidance of doubt, the Contractor acknowledges and accepts that the Client is requesting and may request Services for and on behalf of itself and the other Service Recipients under this Contract and the Contractor agrees and accepts it is providing and will provide Services to the Client and the other relevant Service Recipients.

2.3 As part of the Services, but subject always to **Clauses 30 and 31**, the Contractor will:

2.3.1 provide the Instructed Capital Works and Instructed Ordered Maintenance in the Contract Areas, where directly instructed by the Client in accordance with **Clause 7** and/or where directly instructed in accordance with **Clause 31**; and

2.3.2 from the Works Commencement Date, provide the Maintenance in the Contract Areas and, where applicable, in such other areas as the Contractor is directly instructed to under **Clause 31**,

all in accordance with this Contract.

2.4 The Sites in the Contract Areas existing as at the Contract Commencement Date are those Sites as recorded in the applicable System at the Contract Commencement Date. The Contractor acknowledges and agrees that the number of Sites within each Contract Area is likely to change during the Term. The Client may add Sites to each Contract Area due to the creation of new Sites by way of Instructed Capital Works and/or Instructed Ordered Maintenance and/or due to transfer of a Site (as confirmed by the Client) from a traffic authority



or otherwise in accordance with this Contract. The Client may remove Sites from each Contract Area and the scope of this Contract or remove one or both the Contract Areas from the scope of this Contract in accordance with the terms of this Contract including due to a Re-allocation.

- 2.5 The Contractor will collaborate and co-operate with the contractors appointed to the STIC Framework and acknowledges and agrees that it may be requested by a contractor appointed to the STIC Framework to provide sub-contract works (being works of a type which are within the scope of this Contract) in connection with a STIC Call-Off Contract. In the event that the Contractor is requested to provide such sub-contract works the Contractor agrees with the Client that in pricing sub-contract works in connection with a STIC Call-Off Contract the Contractor shall not use rates, prices, percentages or allowances which exceed those stated in the Schedule of Capital Works Rates, provided that the Contractor is not required to enter into a sub-contract on materially more onerous terms than those set out in Schedule 6A of this Contract.

### 3. COMMENCEMENT AND DURATION

- 3.1 Subject to **Clause 3.2** and/or subject to earlier termination of this Contract in accordance with **Clause 32**, this Contract shall commence on the Contract Commencement Date and shall continue in full force and effect for the Initial Term, unless extended in writing by the Client pursuant to **Clause 3.2**.
- 3.2 The Client may, at its option and in its sole discretion, extend the duration of this Contract for successive periods of not less than 12 (twelve) months up to a maximum total extension period of 24 (twenty-four) months by giving notice in writing to the Contractor, provided that each such written notice is served at least 3 (three) months prior to expiry of the Initial Term or the expiry of the then current extension, if later.
- 3.3 The Contractor will successfully deliver and complete all Mobilisation Deliverables in accordance with the timetable for delivery and completion set out in the Mobilisation Plan.
- 3.4 The Contractor will, at its own cost and expense, fully and successfully implement the Mobilisation Plan:
- 3.4.1 by no later than the Works Commencement Date and time shall be of the essence in relation to delivery by this date;
  - 3.4.2 in order to ensure that the Contractor is able to provide the Services in accordance with this Contract;
  - 3.4.3 in order to be ready to provide the Regular Maintenance from the Works Commencement Date; and
  - 3.4.4 in full co-operation with the Client, all other Service Recipients and all relevant Third Parties.
- 3.5 If the Contractor becomes aware that it is or may 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 Client, the Contractor will promptly notify the Client in writing of the same, the reason for the delay and provide an estimate of when that Mobilisation Deliverable will be completed.
- 3.6 If the Contractor fails to complete one or more Mobilisation Deliverables by the date specified in the Mobilisation Plan for completion of it, then (without prejudice to the Client's rights and remedies), the Contractor 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.

3.7 The Client may, at any time, undertake an inspection, review and/or audit pursuant to **Clause 46** in order to inspect and view the state and progress of mobilisation and the Mobilisation Services under this **Clause 3** and against the Mobilisation Plan. The Client's inspection, review and/or audit of such mobilisation activities will not be deemed acceptance by the Client of any aspect of the Mobilisation Services and other obligations performed by the Contractor in relation to it.

3.8 The Contractor will regularly review the progress of the Mobilisation Services against the Mobilisation Plan and, whenever appropriate, propose changes to the Mobilisation Plan, at the Contractor's expense, to ensure that the Services (other than the Mobilisation Services) are capable of being provided from the dates envisaged or set out in this Contract, including the Works Commencement Date in respect of Regular Maintenance. All changes proposed by the Contractor will be subject to the prior written approval of the Project Manager.

3.9 If at any time during the Mobilisation Period, the Project Manager decides that the progress of the Mobilisation Services under the Mobilisation Plan is not sufficient or appropriate to ensure that the Services are capable of being provided from the dates envisaged or set out in this Contract, including the Works Commencement Date in respect of Regular Maintenance, the Project Manager may instruct the Contractor to revise the Mobilisation Plan and the Contractor will, at its own expense, promptly prepare and implement the requisite modifications and use best efforts to perform the Mobilisation Services as soon as possible thereafter.

#### 4. **CONDITION OF SITES, CONTRACT AREAS AND CONTRACTOR SOLUTION**

4.1 Without prejudice to the generality of **Clause 5.1**, the Contractor will have satisfied itself concerning the Sites, the condition of the Sites, the Installed Equipment, documentation and requirements and the Contract Areas and the Contractor acknowledges and agrees that it shall not be entitled to bring any claim for extra payment due to the conditions existing at the Sites or in the Contract Areas, the condition of the Installed Equipment, due to the documentation, or due to the relevant requirements for the Equipment set out in the Equipment Specifications in **Annex E1** to Part 3 of **Schedule 3 (Statement of Requirements)** (as may be amended from time to time by the Client).

4.2 Subject to **Clause 4.3** and without prejudice to the generality of **Clause 5.1**, the Contractor acknowledges and accepts that, notwithstanding that the Client has provided the Statement of Requirements:

4.2.1 the Contractor has full knowledge and understanding of the Statement of Requirements and warrants that the Statement of Requirements is fit for purpose for the provision of the Services under this Contract; and

4.2.2 no fault, error or defect in the Statement of Requirements will absolve the Contractor from its obligations to provide the Equipment and the Services and/or to perform its obligations in accordance with the provisions of this Contract.

4.3 In the event, and only to the extent, of any conflict between the provisions of the Statement of Requirements and the provisions of the Contractor Solution, the Parties agree that the Statement of Requirements will take precedence to the extent of any inconsistency unless and to the extent otherwise agreed in writing by an authorised signatory of the Client.



## 5. THE SERVICES

### 5.1 The Contractor:

5.1.1 will provide the Services to the Client in accordance with this Contract. Save that the Regular Maintenance will be performed from the Works Commencement Date and the Exit Services will be performed by the Contractor in accordance with the timings set out in the Exit Plan and/or at termination (in whole or part) of this Contract (whichever is the sooner), the Services will be performed from the date this Contract is signed;

5.1.2 acknowledges that it:

5.1.2.1 has sufficient information about the Client, the Services Recipients, the Client's requirements and the Statement of Requirements;

5.1.2.2 is aware of the Client's and the Services Recipients' relevant processes and business;

5.1.2.3 has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with this Contract; and

5.1.2.4 is aware of the purposes for which the Services are required; and

5.1.3 agrees that it will neither be entitled to any additional payment nor excused from any obligation or liability under this Contract due to any misinterpretation or misunderstanding by the Contractor of any fact relating to the Statement of Requirements or otherwise to this Contract.

### 5.2 The Contractor will (and will procure that the Contractor Personnel) provide the Services and perform its obligations under this Contract in accordance with:

5.2.1 all Applicable Laws;

5.2.2 this Contract and all documents referred to herein;

5.2.3 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 Services and with sufficient resources including project management resources;

5.2.4 the TfL Policies set out or referred to in **Schedule 15**, as may be updated, amended, added to and/or replaced by the Client from time to time;

5.2.5 all reasonable directions which the Client may give to the Contractor from time to time and which relate (whether directly or indirectly) to the provision of the Services. For the avoidance of doubt, any consequential material changes to the Services or this Contract arising from such directions will be dealt with in accordance with the Change Control Procedure;

5.2.6 all relevant approvals, consents, permissions (including any from relevant and lawful Third Parties) and within the lawful requirements of local and public authorities; and

5.2.7 Good Industry Practice.

### 5.3 Without prejudice to **Clause 5.2**, the Contractor will (and will procure that the Contractor Personnel will) provide the Services:

- 5.3.1 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
  - 5.3.2 so that they are properly managed and monitored and will immediately inform the Client if any aspect of this Contract is not being or is unable to be performed.
- 5.4 Subject to **Clauses 30 and 31**, the Contractor will deal with the Proposed Capital Works and Proposed Ordered Maintenance and provide the Instructed Capital Works and Instructed Ordered Maintenance in accordance with **Clauses 6 to 75 (inclusive), Schedule 3, Schedule 6** and this Contract.
- 5.5 Throughout the Term, the Contractor will, when required by the Client, give to the Client such written or oral advice, information and/or (subject to any applicable Data Protection Laws) data regarding or otherwise in connection with any of the Services as the Client may reasonably require.
- 5.6 In addition to the Services, the Contractor will provide at no additional cost to the Client any services, functions and responsibilities (including any incidental service, function or responsibility) not specifically set out in the Statement of Requirements or this Contract but which:
  - 5.6.1 are within the scope of the Services as set out in the Statement of Requirements and/or this Contract;
  - 5.6.2 are consistent with the allocation of responsibilities between the Client and the Contractor under the terms of this Contract; and/or
  - 5.6.3 are services, functions or responsibilities which are inherent and/or necessary to the proper performance and delivery of the Services.

For the avoidance of doubt, any actual changes to the scope of the Services will be dealt with in accordance with the Change Control Procedure, save that a change to the scope of Instructed Capital Works and/or Instructed Ordered Maintenance will be dealt with in accordance with the terms of the Capital Works Conditions of Contract rather than via (and without the need to use) the Change Control Procedure.

- 5.7 Notwithstanding anything to the contrary in this Contract, the Client's discretion in carrying out its statutory duties will not be fettered or otherwise constrained or affected by any provision of this Contract.
- 5.8 The Contractor will put in place, maintain, comply with and keep up to date and/or update throughout the Term:
  - 5.8.1 a quality assurance system that complies with or is equivalent to BS EN ISO 9000/14001 and this system must be registered with an approved certification authority;
  - 5.8.2 a quality management system complying with BS EN ISO 9001; and
  - 5.8.3 any other quality requirements set out in **Schedule 3 (Statement of Requirements)**,

and the Contractor will, at its own cost, provide the Client with such information and documents relating to the quality assurance and management systems requirements as the Client may reasonably request from time to time.

- 5.9 The Contractor will, at its own cost and as part of the Services, submit a written report to the Client at least four (4) weeks before each anniversary of the Contract Commencement Date which will identify:

- 5.9.1 the emergence of any relevant new and evolving technologies and/or processes which could improve or supersede the Equipment, Installed Equipment and/or Services (or the manner of performing them) or this Contract;
- 5.9.2 new or potential improvements, updates or different equipment to the Equipment, Installed Equipment and/or Services including the quality and responsiveness of the Equipment, Installed Equipment and/or Services and/or the procedures used to perform the Services;
- 5.9.3 any developments that may reduce the cost of the Equipment and/or of providing the Services;
- 5.9.4 an analysis of the impact of any technologies, processes, improvements and/or developments that are proposed in relation to the Equipment, Installed Equipment and/or Services, including analyses of the costs of and timescale for, effecting such changes and the impact on the availability of Equipment and the provision of the Services; and
- 5.9.5 details of the new performance mechanisms (including proposed updated Performance Measures) that should be implemented if any technologies, processes, improvements and/or developments are implemented in relation to the Equipment, Installed Equipment and/or Services.

Such report will also contain any further information that is reasonably required in order for the Client to properly evaluate the proposed technologies, processes, improvements and/or developments. If the Client wishes to implement any aspect of the report, it will request to do so using the Change Control Procedure. Nothing in this Contract will oblige the Client to implement or agree to the implementation of any new technology, process, improvement and/or development.

## 6. WORKS INSTRUCTION MECHANISM

- 6.1 The Client may instruct the Contractor to provide any Proposed Capital Works or Proposed Ordered Maintenance in accordance with this Contract. Whilst this Contract is not an exclusive arrangement in relation to capital works or ordered maintenance (including the Proposed Capital Works and Proposed Ordered Maintenance) and nothing in this Contract operates to prevent the Client from engaging any other company, organisation or person to provide services or works similar to or the same as the Proposed Capital Works and Proposed Ordered Maintenance described in or envisaged by the Statement of Requirements, the Client intends to and will provide all Proposed Capital Works and Proposed Ordered Maintenance during the Initial Term to the Contractor where such Proposed Capital Works and Proposed Ordered Maintenance are going to be performed in either of the Contract Areas save in circumstances where:
  - 6.1.1 the Client has a right to place or instruct Proposed Ordered Maintenance with Third Parties or provide them itself pursuant to **Clause 31** and/or as set out expressly elsewhere in this Contract;
  - 6.1.2 where the Client chooses to instruct Proposed Capital Works or Proposed Ordered Maintenance (as applicable), with an initial value (as assessed by the Client) of at least £250,000 (either individually as one Works Instructions or as a cluster via multiple Works Instructions) to a Lot 7 Provider or other Third Party Supplier (at its discretion);
  - 6.1.3 where the Client opts to instruct Proposed Capital Works and/or Proposed Ordered Maintenance (as applicable) with an initial value of less than £250,000 to a Lot 7 Provider or other Third Party Supplier due to a Re-allocation Trigger;
  - 6.1.4 where the Client opts to instruct Proposed Capital Works and/or Proposed Ordered Maintenance (as applicable) due to a Re-allocation;



- 6.1.5 where the Client has a right to suspend or terminate the applicable Capital Works and/or the applicable Ordered Maintenance and/or this Contract pursuant to **Clauses 30, 31 and/or 32**,

in which case the exclusivity obligation set out in this Clause above or elsewhere in this Contract shall be relinquished and the terms set out in **Clauses 30, 31 and 32** and/or other relevant terms relating to such rights and remedies shall prevail to the extent necessary.

- 6.2 **Clause 7** sets out the procedure by which the Client may issue a Works Instruction. Each Works Instruction is binding on the Parties in relation to the relevant Services and each Works Instruction shall form part of this Contract.

- 6.3 Each Works Instruction will be carried out by the Contractor in accordance with:

- 6.3.1 the Capital Works Conditions of Contract, which for the avoidance of doubt shall apply only to Instructed Capital Works and Instructed Ordered Maintenance;
- 6.3.2 **Clauses 1 to 75** (inclusive) and **Schedule 20** of this Contract;
- 6.3.3 the Client's Contract Data as set out in **Schedule 6, Part A** as supplemented or amended by the relevant information provided with or referred to in the Works Instruction;
- 6.3.4 the Contractor's Contract Data as set out in **Schedule 6, Part A** provided with or referred to in the Works Instruction;
- 6.3.5 the relevant Build Brief, save as set out in **Clause 7.13** where a Build Brief shall not be required;
- 6.3.6 the Scope as described in **Schedule 6, Part A**; and
- 6.3.7 the Site Information as referred to in the Build Brief or, where **Clause 7.13** applies, the relevant Works Instruction issued by the Client.

- 6.4 The provisions and documents relating to each Works Instruction shall be taken as and shall be deemed to be mutually explanatory of each other. In the event of any ambiguity, they shall be construed in the order set out in **Clause 6.3** above.

- 6.5 The Contractor will carry out and complete each Instructed Capital Works or Instructed Ordered Maintenance (as applicable) in accordance with each relevant Works Instruction. Subject to **Clause 7.13**, the Contractor will not commence any Capital Works or Ordered Maintenance without an agreed Works Instruction.

- 6.6 Each Works Instruction (including the documents referred to at **Clause 6.3** above) shall supersede any previous agreement, arrangement or understanding between the Client and the Contractor in relation to the matters dealt with in the Works Instruction and (save in the case of fraud or fraudulent misrepresentation) shall represent the entire understanding and agreement between the Client and the Contractor in relation to such matters.

## 7. **WORKS INSTRUCTION**

- 7.1 At any time during the Term, the Client may identify Proposed Capital Works or Proposed Ordered Maintenance which, in its sole discretion it wishes to instruct under the terms of this Contract in which event the Parties shall follow the process set out below which the Client reserves the right, at its discretion, to amend from time to time to reflect best practice and to reflect and accord with Applicable Laws.

- 7.2 Subject to **Clause 7.13**, the Client will issue to the Contractor a Build Brief specifying the Proposed Capital Works or Proposed Ordered Maintenance (as applicable), which will include the relevant *Client's* Contract Data.

7.3 In the event that the Contractor receives a Build Brief, the Contractor will:

7.3.1 immediately confirm receipt of the Build Brief in writing; and

7.3.2 if the Build Brief relates to Proposed Capital Works, subject to **Clause 7.5**, notify the Client whether or not it will be able to provide a Quotation within the timescales set out below:

| Scheme Request Type (as identified in the Build Brief) | Response Time (from and including the date of receipt of the Build Brief)   |
|--|---|
| A  | Five (5) Business Days  |
| B  | Five (5) Business Days – unless otherwise stipulated by the Client in the Build Brief in order to utilise Line Item 90 of Schedule 6, Part B. |
| C  | Five (5) Business Days  |
| D  | Five (5) Business Days  |
| E  | Five (5) Business Days  |

7.3.3 if the Build Brief relates to Proposed Ordered Maintenance, subject to **Clause 7.5**, notify the Client whether or not it will be able to provide a Quotation within the timescales set out below:

| Scheme Request Type (as identified in the Build Brief) | Response Time (from and including the date/time (as applicable) of receipt of the Build Brief)                           |
|--|--|
| All  | 5 (five) Business Days– Unless otherwise stipulated by the Client in order to utilise line item 89 of Schedule 6 Part B. |

7.4 Subject to **Clause 7.5**, the Contractor will provide a Quotation pursuant to **Clause 7.6** unless the Contractor:

7.4.1 does not have sufficient resources to carry out and complete the Proposed Capital Works or Proposed Ordered Maintenance (as applicable) identified in the Build Brief; or

7.4.2 cannot achieve the completion date for the Proposed Capital Works or Proposed Ordered Maintenance (as applicable) identified in the Build Brief (in which case the provisions of **Clause 31** will apply).

Together with its notification under **Clause 7.3.2** or **7.3.3** (as applicable), the Contractor will provide such evidence as the Client may reasonably require to demonstrate the Contractor's insufficiency of resources or inability to achieve the specified completion date.

7.5 Notwithstanding **Clause 7.4**, the Contractor will always provide a Quotation if the Client issues a Build Brief for Type 2 Ordered Maintenance works.



- 7.6 Following receipt of a Build Brief for Proposed Capital Works, the Contractor will (unless it has notified, pursuant to **Clause 7.2**, that it will not for a valid reason in accordance with **Clause 7.4**) provide a Quotation to the Client in accordance with the timescales set out below (or such other timescales as may be specified by the Client):

| Scheme Request Type (as identified in the Build Brief) | Response Time (from and including the date of acceptance of the Build Brief)   |
|--|--|
| A  | Five (5) Business Days   |
| B  | Five (5) Business Days – Unless otherwise stipulated by the Client in the Build Brief in order to utilise line item 90 of Schedule 6 Part B. |
| C  | Ten (10) Business Days   |
| D  | Ten (10) Business Days   |
| E  | Ten (10) Business Days   |

- 7.7 Following receipt of a Build Brief for Proposed Ordered Maintenance, the Contractor will (unless it has notified, pursuant to **Clause 7.3** that it will not for a valid reason in accordance with **Clause 7.4**) provide a Quotation to the Client within the timescales set out below:

| Scheme Request Type (as identified in the Build Brief) | Response Time (from and including the date/time (as applicable) of receipt of the Build Brief)   |
|--|--|
| All  | Five (5) Business Days – except for urgent requests by the Client in which case the Quotation may be provided retrospectively (at the Client's discretion) |

- 7.8 The Contractor agrees and accepts that a Quotation is an offer capable of acceptance and will remain valid for at least ninety (90) Business Days (or such longer period as may be specified in the Build Brief) from the date it is submitted to the Client.

- 7.9 Together with each Quotation, the Contractor will submit full details of the basis on which the relevant Prices have been calculated. In responding to a Build Brief the Contractor will calculate the Prices in accordance with the following provisions of this **Clause 7.9**. For the avoidance of doubt, the Contractor may use rates, prices, percentages and allowances which are less than those stated in the Schedule of Capital Works Rates but the Contractor will not use any rates, prices, percentages and allowances which exceed those stated in the Schedule of Capital Works Rates. The Client will identify in the Build Brief the method by which the Contractor should show any applicable reduction in the rates, prices, percentages and allowances against those stated in the Schedule of Capital Works Rates. The Prices shall be calculated:

- 7.9.1 by using the appropriate rates or lump sums in the Schedule of Capital Works Rates;
- 7.9.2 to the extent that there is no appropriate rate or lump sum in the Schedule of Capital Works Rates, by using the rates or lump sums in the Schedule of Capital Works

Rates for works of a similar character and to be executed under similar conditions to the Proposed Capital Works or Proposed Ordered Maintenance (as applicable);

- 7.9.3 to the extent that there is no rate or lump sum in the Schedule of Capital Works Rates for works of a similar character and to be executed under similar conditions to the Proposed Capital Works or Proposed Ordered Maintenance (as applicable), by using the Schedule of Cost Components to deduce the forecast Defined Cost for the relevant component and by adding the resulting Fee.

- 7.10 Following receipt of a Quotation, the Client aims to respond to the Contractor in accordance with the timescales set out below:

**For Capital Works**

| Scheme Request Type (as identified in the Build Brief) | Indicative Response Time |
|--|--------------------------|
| A  | Five (5) Business Days   |
| B  | Five (5) Business Days   |
| C  | Five (5) Business Days   |
| D  | Five (5) Business Days   |
| E  | Five (5) Business Days   |

**For Ordered Maintenance**

| Scheme Request Type (as identified in the Build Brief) | Response Time (from and including the date/time (as applicable) of receipt of the Build Brief) |
|--|--|
| 1  | Five (5) Business Days   |

For the avoidance of doubt, the Client is not obliged to respond to a Quotation within the timescales set out above.

- 7.11 Should the Client:

- 7.11.1 fail to respond to the Contractor's Quotation in the appropriate timescale set out at **Clause 7.10**; and

- 7.11.2 subsequently accept the Quotation and issue a Works Instruction,

then the Client may, if the Client (acting reasonably) considers it to be appropriate, make a reasonable adjustment to the Completion Date for the relevant Capital Works or Ordered Maintenance (as applicable) to reflect the delay in responding to the Quotation beyond the specified time period. Any such adjustment to a Completion Date will be recorded in the relevant Works Instruction. The Contractor acknowledges that the Client may consult with any Third Party who has an interest in the Capital Works or Ordered Maintenance (as applicable) when considering whether or not an adjustment to a Completion Date is appropriate.

- 7.12 If the Client accepts the Quotation provided under **Clause 7.6** or **7.7** (as applicable), it will issue a completed Works Instruction to the Contractor.

- 7.13 The Client reserves the right to issue a Works Instruction to the Contractor for Type 2 Ordered Maintenance without issuing a Build Brief in advance. The Prices applicable to the Proposed Ordered Maintenance to be provided under such a Works Instruction are calculated and the price list is prepared by the Client using the appropriate rates, prices, percentages and allowances stated in the Schedule of Capital Works Rates and calculated in accordance with **Clause 7.9**. On receipt of a Works Instruction issued under this **Clause 7.13** the Contractor will provide the relevant Ordered Maintenance in accordance with such Works Instruction, provided that the Client reserves the right to instruct the Contractor to commence the relevant or Ordered Maintenance before a Works Instruction has been formally issued and the Client will issue the relevant Works Instruction as soon as reasonably practicable thereafter. The Contractor will provide such assistance as the Client may reasonably require to compile Works Instructions for Type 2 Ordered Maintenance.
- 7.14 Each Build Brief, Works Instruction and Quotation (and all accompanying Documentation) will be issued via the System.
- 7.15 A Build Brief and any draft Works Instruction issued by the Client and anything prepared or discussed by the Client constitutes an invitation to treat in relation to the relevant Proposed Capital Works or Proposed Ordered Maintenance (as applicable) and does not constitute an offer capable of acceptance by the Contractor. The Client will not be obliged to consider or accept any Quotation submitted by the Contractor.
- 7.16 Without prejudice to **Clause 6.1**, if the Contractor:
- 7.16.1 fails to notify the Client within the relevant timescale required under **Clause 7.3.2** or **7.3.3** (as applicable) whether or not it will provide a Quotation; or
- 7.16.2 having notified the Client that it will provide a Quotation does not provide such a Quotation within the relevant timescale required under **Clause 7.6** or **7.7** (as applicable),
- then the Client may engage a Third Party to provide, or itself provide, the relevant Proposed Capital Works or Proposed Ordered Maintenance (as applicable) without further notice to the Contractor.
- 7.17 This Contract does not oblige the Client to issue any Works Instruction to the Contractor.
- 7.18 Unless otherwise expressly agreed in writing with the Client (including as stated in **Schedule 3, Part 2**), the Contractor will not charge for any work involved in receipt and/or confirmation of any Build Brief, and/or in preparation of any Quotation as contemplated in this **Clause 7**.
- 7.19 Subject to **Clause 7.18**, the Contractor is, will be and remains responsible for all and any costs, charges and expenses incurred by the Contractor arising from or associated with the procurement process in this **Clause 7** and the Client will not be liable for any costs, charges or expenses borne by or on behalf of the Contractor whether or not the Contractor is instructed or awarded a Works Instruction, which for the avoidance of doubt includes any costs, charges and expenses arising from or associated with an abortive or cancelled procurement process. If the Client issues a Works Instruction to the Contractor this **Clause 7.19** does not affect the Contractor's right to payment for the Instructed Capital Works or Instructed Ordered Maintenance (as applicable) provided under such Works Instruction.
8. **INFORMATION MODELLING**
- 8.1 The Contractor, in collaboration with other Information Providers (as required), will produce the Information Model and the Information Execution Plan (IEP) as described within the BIM Exchange Information Statement of Requirements (EIR).
- 8.2 If the IEP is altered by a compensation event (as that term is defined in the Capital Works Conditions) or a Change (as that terms in defined in the Change Control Procedure), the



Contractor will include the alterations to the IEP in the quotation for the compensation event or in accordance with the Change Control Procedure (as applicable).

8.3 The Contractor agrees that the Client owns and holds the Intellectual Property Rights in the Information Model and the Contractor's Intellectual Property Rights over Services Information will vest in the Client except as stated otherwise in the EIR.

8.4 The Contractor will obtain from a Sub-Contractor equivalent rights for the Client over information prepared by the Sub-Contractor. The Contractor will provide to the Client the documents which transfer such rights to the Client.

9. **EQUIPMENT, AUTHORITY SPARES AND AUTHORITY FURNISHED ASSETS, TITLE AND RISK**

9.1 The Contractor will:

9.1.1 procure, store and use the Approved Equipment and store and use the Authority Spares and the Authority Furnished Assets;

9.1.2 provide Capital Works or Ordered Maintenance (as applicable) in relation to Equipment including, where relevant, the Installed Equipment if and once instructed to (being the Instructed Capital Works or Instructed Ordered Maintenance (as applicable)); and

9.1.3 provide Maintenance in relation to Installed Equipment,

all in accordance with this Contract.

9.2 The Contractor will ensure that all Equipment procured and/or used by it pursuant to this Contract will:

9.2.1 be Approved Equipment;

9.2.2 conform with the Statement of Requirements and any other requirements set out in this Contract together with any additional requirements agreed with the Client in writing from time to time;

9.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 (as amended));

9.2.4 be fit for any purpose held out by the Contractor or made known to the Contractor by the Client;

9.2.5 be free from defects in design, materials and workmanship;

9.2.6 be formulated, designed, constructed and finished so as to be safe and without risk to health; and

9.2.7 comply with all Applicable Laws and all codes of conduct (including the Client Code of Conduct), and practice and guidance relating to Equipment.

9.3 The Contractor will obtain and maintain during the Term all approvals, permissions, registrations, licences, support agreements and consents that are necessary and/or consequential to the supply, Installation, Commissioning, operation and Maintenance of the Equipment and/or the Installed Equipment and/or other Services.

9.4 The Contractor will deliver and provide the Equipment in accordance with its obligations set out **Schedule 3** including as set out in the Equipment Specifications in **Annex E1 to Part 3 of Schedule 3** (as may be amended from time to time by the Client) and the Equipment List.

- 9.5 Without prejudice to the generality of **Clauses 4.1** and **5.1**, and notwithstanding that Equipment may have successfully been Commissioned and/or Installed as part of the Services, such process does not confer any acknowledgement or acceptance by the Client that the Equipment meets the requirements of this Contract or that the Contractor Solution for delivery of the Services will be sufficient to deliver the Services in accordance with the Performance Measures and the other requirements of this Contract. The Contractor will remain solely responsible at all times:
- 9.5.1 notwithstanding that the Client has provided the Statement of Requirements, for ensuring that the Equipment and the Contractor Solution fulfil and comply with the requirements of this Contract; and
- 9.5.2 for ensuring that the Equipment it procures and uses will be fit for purpose and in compliance with the requirements of this Contract.
- 9.6 Title to the Authority Spares and the Authority Furnished Assets shall at all times remain with the Client. Risk in the Authority Spares and the Authority Furnished Assets shall be with the Contractor at all times such Authority Spares and Authority Furnished Assets are within the Contractor's control and/or at the Contractor's premises. In relation to the Authority Spares and the Authority Furnished Assets, the Contractor will use of the same as set out in this Contract and/or as instructed by the Project Manager in writing.
- 9.7 Subject to **Clause 9.6**, risk and title in the Equipment which forms part of any Instructed Capital Works and Instructed Ordered Maintenance (as applicable) will pass to the Client or (if directed by the Client) the relevant Service Recipient in accordance with the relevant Works Instruction or, if not set out in the Works Instruction, then in accordance with **Clauses 9.8.1** and **9.8.2** below.
- 9.8 Subject to: (a) **Schedule 3 (Statement of Requirements)** in so far as it relates to damage valued at or below a certain financial level to Equipment; (b) **Clause 9.7** which shall apply in relation to Equipment which is subject to and part of Instructed Capital Works or Instructed Ordered Maintenance (as applicable); and (c) **Clause 9.6** which shall apply to Authority Spares and Authority Furnished Assets, risk and title to any other Equipment (including any parts or replacement parts (whether Assemblies, Sub-Assemblies or otherwise) held or used or Installed or Commissioned by the Contractor will pass to the Client or the relevant Service Recipient (as directed by the Client) as follows:
- 9.8.1 title shall pass once the Equipment, parts or replacement parts have been paid for, Installed and/or Commissioned (whichever is the sooner); and
- 9.8.2 risk shall pass once the Equipment, parts or replacement parts have been Installed and/or Commissioned (whichever is the sooner) at the Sites in the applicable Contract Area.
- 9.9 Where Equipment is required to be taken off Site for Maintenance, title in such Equipment will remain with the Client at all times.
- 9.10 Notwithstanding any other provision of this Contract, upon title in any Equipment which has not yet been Commissioned or Installed passing to the Client the Contractor will, in respect of such Equipment:
- 9.10.1 provide a vesting agreement in the form contained in **Schedule 33** of this Contract duly executed by the Contractor and relevant Sub-Contractor,
- 9.10.2 (if applicable) provide a secondary vesting agreement in the form contained in **Schedule 33** of this Contract duly executed by the relevant Sub-Contractor and relevant Indirect Subcontractor.
- 9.11 Any requirement of this Contract that any material or article will comply with any specified standard, whether a British Standard, other named standard or otherwise, will be satisfied by



compliance with any relevant national or governmental standard of any member state of the European Communities, or any relevant international standard recognised in such a member state provided that in either case the standard in question offers guarantees of safety, suitability and fitness for purpose equivalent to those offered by the standard which is specified in this Contract. Any requirement of this Contract to use material or an article which is defined by reference to a named supplier or manufacturer or a specified quality assurance scheme or contract certificate, or which is registered with or has otherwise received the approval of the Client will be satisfied using material or an article which has received equivalent approval in another member state of the European Communities provided that the material or article in question is as safe, suitable and fit for the relevant purpose as material or an article complying with the requirement as set out in this Contract.

- 9.12 Subject to **Clause 9.17**, all replacement items will be Approved Equipment and will be replaced by Contractor on a "like for like" basis, meaning that they shall be functionally identical, unless agreed with the Project Manager in writing and, where appropriate, will be fully type approved.
- 9.13 Where the Contractor procures and purchases Equipment, for which ownership will transfer under this Contract to the Client or another Service Recipient, the Contractor will ensure that:
- 9.13.1 it has the right and legal authority to and warrants that it will have the right to transfer ownership of the Equipment to such Service Recipient; and
- 9.13.2 the Contractor will procure that any and all standard and extended warranties and/or support arrangements for such Equipment are purchased and/or negotiated for and on behalf of and are documented to be for the benefit of the Client and the other Service Recipients and permit such Service Recipients' agents (including the Contractor and other contractors with TTC Contracts or part of the TTC Framework as well as Third Party Suppliers) to act as agent on the Service Recipients' behalf to deal in relation to the warranties and/or support arrangements.

#### **Authority Furnished Assets**

- 9.14 At any time during the Term, the Client may issue Authority Furnished Assets which, once issued, the Contractor will use in the way required by the Client as part of the Services, whether as part of the Capital Works, Ordered Maintenance, for Maintenance, for spare parts, replacement parts or otherwise. Title in the Authority Furnished Assets shall remain at all times with the Client. Risk in the Authority Furnished Assets will pass to the Contractor upon delivery until the Authority Furnished Assets are returned to, or collected by, the Client, which (unless agreed otherwise in writing by the Client) shall be the earlier of the end of the loan period prescribed by the Client; or until the Client requires the Authority Furnished Assets to be returned; or until the end of the Term (whichever is the sooner).

#### **Authority Spares**

- 9.15 The Contractor will be obliged to hold and store, as Authority Spares, equipment, parts, assemblies, sub-assemblies and/or other items recovered and/or removed by the Contractor from Installed Equipment which is the subject of Capital Works or Ordered Maintenance (as applicable) in accordance with **Schedule 3, Part 3** or Regular Maintenance or other Maintenance and these shall be deemed to and become Authority Spares for the purposes of this Contract. Risk in any such Authority Spares to be stored by the Contractor will pass to the Contractor at the point such Authority Spares are removed from the Installed Equipment by the Contractor.
- 9.16 The Client may, at its discretion, make or ask the Contractor to promptly make any and all Authority Spares available for collection and use by another and/or other contractor(s) signed up to an TTC Contract(s), the TTC Framework and/or to any other Third Party Suppliers for use as directed in writing by the Client in the following cases:

- 9.16.1 for and in any Installed Equipment which has or have an Obsolescence Factor between 1 to 4 (inclusive); and/or
- 9.16.2 to replace to a Sub-Assembly which has an Obsolescence Factor between 1 to 4 (inclusive); and/or
- 9.16.3 to replace to an Assembly which has an Obsolescence Factor of between 1 to 4 (inclusive); and/or
- 9.16.4 where needed due to a Re-allocation.
- 9.17 Where the Client requests that the Contractor transfers one or more Authority Spares (and also risk in any such Authority Spares) being held by the Contractor to the Client, another contractor signed up to the TTC Framework or a Third Party Supplier at any time then risk in the Authority Spare which is transferred shall transfer at the time of collection by that contractor, as directed by the Client.
- 9.18 Where the Contractor has received an Authority Spare from the Client or another contractor signed up to the TTC Framework in accordance with **Clause 9.17**, the Contractor will be responsible for ensuring that, before any such Authority Spare is used to replace any Whole Unit, Assembly or Sub-Assembly in Installed Equipment, such Authority Spare is capable of functioning properly in accordance with the specification of the part it is intended to replace and the Contractor will fully test such Authority Spare to ensure this is the case.
- 9.19 Subject to **Clause 9.20**, risk and title in any Whole Units, Assemblies and/or Sub-Assemblies which are swapped out as part of Maintenance will pass to the Contractor at the point at which any such Whole Units, Assemblies and/or Sub-Assemblies are removed from an item of Installed Equipment (or the Whole Unit is removed), provided that the Contractor must make any such Whole Units, Assemblies and/or Sub-Assemblies of Installed Equipment which have an Obsolescence Factor between 1 to 4 (inclusive) available to all contractors on the TTC Framework as if such Whole Units, Assemblies and/or Sub-Assemblies were Authority Spares in accordance with **Clause 9.17**, mutatis mutandis (with the necessary changes).
- 9.20 If the Contractor itself wishes to replace a Whole Unit, Assembly and/or Sub-Assembly component of Installed Equipment which has not been the subject of a Fault for the purposes of making the relevant Installed Equipment more reliable or perform more efficiently, it will notify the Client via the System or such other method as the Client may reasonably require from time to time. If the Client approves such a replacement then the Unit being replaced will belong to the Contractor and will not form part of the Contractor's stock of Authority Spares, irrespective of the Obsolescence Factor of the Installed Equipment concerned.

**Further terms relating to Authority Spares and Authority Furnished Assets**

- 9.21 Where the Client provides Authority Spares and the Authority Furnished Assets to the Contractor for use in the Services, the Contractor will promptly and in any event within ten (10) Business Days (or sooner in relation to any and all Authority Spares and the Authority Furnished Assets being used to fix a Fault) carry out a visual inspection of such Authority Spares and/or Authority Furnished Assets to check that it is or they are in good condition and suitable for use in the performance of the applicable Services for which they are being used. If the Contractor considers such Authority Spares and the Authority Furnished Assets are not fit for purpose the Contractor will promptly notify the Client and the Parties will discuss (each acting in good faith) the reasons why the Contractor does not consider such Authority Spares and the Authority Furnished Assets to be fit for purpose with a view to reaching an agreement on the Authority Spares and the Authority Furnished Assets to be used. If the dispute is not resolved between the Parties within ten (10) Business Days then the dispute will be referred to the Dispute Resolution Process.
- 9.22 While the Authority Spares and the Authority Furnished Assets are in the possession of the Contractor and until they are either used and Commissioned or Installed by the Contractor as



part of a Works Instruction, Maintenance or other Services or returned to the Client or another Service Recipient as directed by the Client, the Contractor will:

- 9.22.1 hold the Authority Spares and the Authority Furnished Assets on a fiduciary basis as the Client's bailee;
- 9.22.2 store the Authority Spares and the Authority Furnished Assets (at no cost to the Client) separately from all other equipment and assets of the Contractor or any Third Party and in such a way so that it or they remain(s) readily identifiable as the Client's property (including the Contract Area to which they relate);
- 9.22.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Authority Spares or the Authority Furnished Assets;
- 9.22.4 maintain the Authority Spares and the Authority Furnished Assets in satisfactory condition insured on the Client's behalf for their full price against all risks to the reasonable satisfaction of the Client; and
- 9.22.5 make the Authority Spares and the Authority Furnished Assets available for inspection by or on behalf by Client at any and all reasonable times.

#### **Obsolete Equipment**

- 9.23 Outside of the Regular Maintenance Charges, the Client will only be responsible for the cost of replacing Equipment from the Installed Equipment where and to the extent it is listed in the Authority's Exempt Equipment List as set out in **Annex E5 to Part 3 of Schedule 3**, as updated by the Client in writing from time to time and subject to the requirements set out in such Annex.
- 9.24 None of the obligations relating to obsolescence and Authority Spares set out in this **Clause 9** or in **Part 3 of Schedule 3** shall override the Contractor's obligations to perform the Services in accordance with the Performance Measures and/or any of the Contractor's other obligations in accordance with the Contract. Any Minimum Spares Threshold does not constitute any guarantee by the Client that any particular number of Spares will be adequate for the Contractor to perform its obligations and the Contractor will remain responsible for sourcing, and maintaining in stock at any of its premises, an appropriate amount of Spares for this purpose.
- 9.25 This **Clause 9** shall survive termination of this Contract (or part thereof).

#### **10. SOFTWARE AND SOURCE CODE**

##### **Software**

- 10.1 The Contractor warrants and will ensure that any software, electronic or magnetic media, hardware or computer system(s) used or supplied by the Contractor in connection with this Contract (including in any Equipment or Software):
  - 10.1.1 is compliant with the UK Government's "e-government interoperability framework" standard, as may be updated from time to time, details of which are available on the Cabinet Office website, [www.govtalk.gov.uk](http://www.govtalk.gov.uk);
  - 10.1.2 does not have its functionality or performance affected, be made inoperable or be more difficult to use by reason of any data related input or processing in or on any part of such software, electronic or magnetic media, hardware or computer system;
  - 10.1.3 does not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware or computer system used by, for or on behalf of the Client and/or any other member of the TfL Group on which it is used

or with which it interfaces or comes into contact including the Client's Group Infrastructure; and

- 10.1.4 in relation to the Equipment only and any software in such Equipment, has a software interface that is an open standard and is fully detailed to the Client at the time of Installation such that any other party can interface or ensure their software and systems can interface with the relevant software. Without prejudice to the generality of the foregoing, all application programming interface(s) (APIs) must have a full specification and be openly and freely available for anyone to use. The Contractor will provide written details of such standards, interfaces, software and documentation upon request from the Client.

Any variations, enhancements or actions undertaken by the Contractor in respect of such software, electronic or magnetic media, hardware or computer system does not affect the Contractor's compliance with this warranty and **Clause 10.1**.

- 10.2 To the extent possible (either because the source code is owned by the Contractor (which means it is possible) or the Equipment provider/manufacture permits it (and, in the latter case, the Contractor will use its reasonable endeavours to gain such permission), the source code to any software relating to Equipment in which the Intellectual Property Rights are, or are to be, owned by the Client (acknowledging that certain software elements in such owned Equipment may be licensed to the Client rather than owned in which case **Clauses 10.3** and **10.8** shall apply), together with any programmers' notes and other documentation reasonably required to operate the source code in object code form and to maintain and adapt the source code, subject to the terms of this Contract both during and after the Term, and will be supplied to the Client by the Contractor when that Equipment and/or interfaces, APIs, protocols and/or software is supplied to the Client ("**the Client Materials**").
- 10.3 Where the Contractor wishes to incorporate third party code or software (whether source code or object code and whether Open Source Software or proprietary code or otherwise) and/or other Intellectual Property Rights within its own solution and/or software which it uses to provide some or all of the Services and/or into the Installed Equipment and/or relevant interfaces (if any) ("**Third Party Incorporated IP**"), the Contractor will not utilise any Third Party Incorporated IP unless it is able to, without charge, permit the Client, the Service Recipients and, in each case, their suppliers, to utilise that Third Party Incorporated IP as part of any Intellectual Property Rights with the same rights that Client is able to utilise all other Intellectual Property Rights during and after the Term and on the same terms as required by this Contract.
- 10.4 In the event the Contractor wants to utilise Third Party Incorporated IP as set out above but is unable to comply with the terms of **Clause 10.3** then, at no additional cost to the Client:
- 10.4.1 the Contractor must first obtain the Client's prior written consent to utilise such Third Party Incorporated IP; and
- 10.4.2 where the Client (in its sole discretion) provides consent in accordance with **Clause 10.4.1**, the Parties will comply with the provisions of the Change Control Procedure in order to implement appropriate terms regarding any such utilisation of the relevant Third Party Incorporated IP and the consequences thereof.
- 10.5 The source code to any software forming part of the Contractor's Intellectual Property Rights which is not to be owned by the Client, source code in software which the Contractor uses or requires for configuring, testing, running diagnostics, connecting to and/or auditing Equipment as well as connecting to other infrastructure and systems of the Client and the Service Recipients, and source code in software in any interfaces or source code otherwise not transferred to the Client under this Contract), together with any programmers' notes and other documentation reasonably required to operate the source code in object code form and to maintain and adapt the source code ("**Escrow Materials**") will, where requested by the Client, be subject to source code deposit arrangements and verification services to be entered into:



- 10.5.1 on such terms as are reasonably acceptable to the Client;
- 10.5.2 within thirty (30) days of the Client's request to do so (whether in relation to part or all of the software) for the benefit of the Client, TfL Group, the Service Recipients and their agents, subject to the provisions of **Clause 44** both during the Term and after the Term; and
- 10.5.3 with either NCC International Limited ("**NCC**") (on NCC's then standard terms) or with any other alternative reputable independent escrow agent required by or agreed to by the Client and providing for the release of the source code of such software in the event of:
  - 10.5.3.1 insolvency (or analogous events) of the Contractor or the Equipment provider;
  - 10.5.3.2 inadequate performance of support or maintenance obligations (if any); or
  - 10.5.3.3 Step-In or a Permanent Re-allocation or cessation of trade by the Contractor or the Equipment provider/manufacturer.
- 10.6 Where requested by the Client, the Contractor will procure that NCC (or such other independent escrow agent as the Client considers appropriate) enters into the escrow/verification agreement. The charges payable to NCC or other escrow agent will be borne by the Client, unless agreed otherwise in writing with the Contractor.
- 10.7 The Contractor will at all times ensure that the Escrow Materials deposited with NCC or other escrow agent are capable of being used to generate and maintain and adapt the latest version of the relevant software and the Contractor will deliver to NCC or other escrow agent an updated copy of the Escrow Materials as and when necessary for this purpose and additionally when requested to do so by the Client.
- 10.8 Where Third Party Intellectual Property Rights other than Service Management Tools apply to any software used in performance of the Services which is not assigned or transferred to the Client under this Contract (which will include source code in software in the Equipment which is not owned nor to be owned by the Client, source code in software which the Contractor or Sub-Contractor owns and/or the Contractor or Sub-Contractor uses or requires for configuring, testing, running diagnostics, connecting to and/or auditing Equipment as well as connecting to other infrastructure and systems of the Client and the Service Recipients, and source code in software in any interfaces or source code not transferred to the Client under this Contract), the Contractor will, at the Client's request, procure the deposit by the Third Party of the source code together with any programmers' notes and other documentation reasonably required to operate the source code in object code form and to maintain and adapt the source code ("**Third Party Escrow Materials**"), subject to source code deposit arrangements and verification services to be entered into;
  - 10.8.1 on such terms as are reasonably acceptable to the Client and the Third Party;
  - 10.8.2 within thirty (30) days of the Client's request to do so (whether in relation to part or all of the software to which Third Party Intellectual Property Rights apply) for the benefit of the Client, TfL Group, the Service Recipients, and their agents, subject to the provisions of **Clause 44** both during the Term and after the Term; and
  - 10.8.3 with either NCC (on NCC's then standard terms) or any other alternative reputable escrow agent agreed to by the Client and the Third Party and providing for the release of the source code of such software in the event of:
    - 10.8.3.1 insolvency (or analogous events) of the Third Party;



10.8.3.2 inadequate performance of support or maintenance obligations (if any);

10.8.3.3 or cessation of trade by the Third Party.

- 10.9 Where requested by the Client, the Contractor will procure that the Third Party enters into an escrow/verification agreement with NCC (or such other escrow agent as the Client and the Third Party considers appropriate) and the Client. The charges payable to NCC or other escrow agent will be borne by the Client, unless agreed otherwise in writing with the Third Party.
- 10.10 The Contractor will ensure that the Third Party Escrow Materials are deposited with NCC or other agreed escrow agent in a timely manner and are capable of being used to generate and maintain and adapt the latest version of the software and the Contractor will procure that the Third Party delivers to NCC (or other applicable) escrow agent an updated copy of the Third Party Escrow Materials as and when necessary for this purpose and/or when requested to do so by the Client.
- 10.11 The Contractor agrees to and will ensure that all escrow arrangements as stated in this Clause are for the benefit and use of Client and its Service Recipients and additionally for use by Third Party Suppliers (including the Lot 7 Providers) providing services on Client's and Service Recipients' behalf.
- 10.12 The Contractor will ensure that it passes on the benefit of any and all manufacturer's guarantees and/or warranties in Equipment and/or Software (including any and all Manufacturer Warranties) to Client (for benefit of Client, its Service Recipients and additionally for use by Third Party Suppliers providing services on Client and Service Recipients behalf including the Lot 7 Providers) both during and, where relevant, after the Term.
- 10.13 This **Clause 10** shall survive termination of this or part of this Contract.

## 11. **MAINTENANCE, ACCESS AND FAULT REPAIR/REPORTING**

- 11.1 Subject to the Contractor complying with its obligations under **Schedule 6** in relation to access and permitting for Capital Works and Ordered Maintenance and under **Schedule 16** generally and/or making appropriate arrangements with relevant Third Parties, as necessary, the Contractor's representatives will be given and/or may gain access to the Sites within the Contract Areas in order to be able to perform the Services.
- 11.2 The Contractor will maintain a Despatch Centre and inform the Client of the address and contact details (including telephone (including mobile telephone and an email address) of such Despatch Centre and any changes thereto. Without prejudice to **Clause 14**, the Contractor will provide all necessary communications equipment to support communication between the Despatch Centre, the Centre, the System and the Contractor's representatives on the street.
- 11.3 The Contractor will perform the Maintenance from the Works Commencement Date in accordance with this Contract.
- 11.4 Without prejudice to the generality of this **Clause 10**, the Client will inform the Contractor that a Fault exists or the Contractor will notice a Fault exists and deal with such Fault promptly and in accordance with the provisions set out in the Statement of Requirements and **Schedule 4** (as and to the extent applicable), including the location of the Fault, a description of the Fault, the time of notification and the time the Fault was first observed. The Contractor will attend the relevant Site at which an Emergency Fault has occurred or in relation to which a Direction is issued, irrespective of the actions which the Contractor considers appropriate in respect of the Fault, to determine the appropriate action to take in response to the Fault report in order to comply with the relevant Performance Measures and to ensure it achieves the Availability Target subject to the specific timeframes in relation to Emergency Faults and Directions, as specified in **Schedule 3, Part 4**, which shall override the relevant Performance Measures in the event of the specific circumstances set out in such **Schedule 3, Part 4**.

12. **CO-OPERATION AND PROVISION OF INFORMATION**

- 12.1 The Contractor will (and will procure that the Contractor Personnel will) at all times (and at no extra cost to the Client) provide such information, data and assistance relating to the Services and/or this Contract to the Third Party Suppliers (including Lot 7 Providers) as the Client reasonably requires or requests from time to time.
- 12.2 The Contractor will (and will procure that the Contractor Personnel will) co-operate with and co-ordinate their performance and/or provision of the Services and other obligations hereunder with the performance or provision of works and/or services provided by the TfL Group, other Service Recipients, and/or Lot 7 Providers and other Third Party Suppliers and, without prejudice to the generality of the foregoing, with all relevant public authorities, local authorities, the Metropolitan Police Service, statutory undertakers, the relevant London Borough(s) and the relevant Highway Authority.
- 12.3 Without prejudice to the generality of **Clause 12.2**, the co-operation referred in this **Clause 12** shall include the Contractor:
- 12.3.1 liaising and meeting with Third Party Suppliers, Lot 7 Providers and/or the Service Recipients;
  - 12.3.2 co-ordinating the successful and efficient integration of the Services with any services, works, maintenance and/or products with any and all Lot 7 Providers or other Third Party Suppliers, and the implementation by the Contractor, Service Recipients, the Lot 7 Providers and/or any other Third Party Supplier of new processes and systems from time to time; and
  - 12.3.3 responding to requests for suggestions and/or responses should acquisitions, disposals, organisational or management changes be proposed by the Client in respect of any of the Lot 7 Providers, any other Third Party Suppliers and/or the Service Recipients.
- 12.4 The Contractor will maintain an up to date contacts register detailing its contact with Third Party Suppliers which it will make available to the Client promptly upon request from time to time.

13. **CONTRACTOR FACILITIES**

- 13.1 The Contractor will promptly establish and will maintain, throughout the Term, appropriate facilities for performing the Services and carrying out its obligations under this Contract, including warehousing facilities for any necessary storage of any and all Equipment, Authority Spares and/or spare or replacement parts it has purchased for carrying out of Capital Works, Ordered Maintenance, Maintenance and/or other Services. Such facilities will be maintained and upgraded by the Contractor during the Term in order to ensure the Contractor is able to meet the Contractor's obligations and any and all requirements to improve the level(s) of service provided for under this Contract. The Contractor will ensure that the Contractor's facilities shall be located so as to allow the Contractor to meet the required response and fix times and Availability Target set out in this Contract and the other Performance Measures.
- 13.2 The Contractor will ensure that the Contractor's facilities and equipment have adequate facilities and functionality for receiving the Client's reports of Faults and for the storage of Equipment and other equipment required in respect of all Services to be undertaken by the Contractor under this Contract and in accordance with the requirements set out in the Statement of Requirements and **Schedule 23**.
- 13.3 Without prejudice to **Clause 13.2**, the Contractor will ensure that the Contractor's facilities will, at all times, have secure storage space adequate for the purposes of storing any Authority Spares and the Authority Furnished Assets issued by the Client for the Services and Equipment too, including a secure area to which only the Contractor Personnel and the Client (and, if applicable, the Lot 7 Providers ) will have access. The Contractor will insure the



Equipment and any and all Authority Spares and the Authority Furnished Assets it stores and/or transits to the level of their replacement value and will ensure such Authority Spares and Authority Furnished Assets and Equipment are protected from damage and/or degradation.

13.4 All costs in establishing, maintaining and upgrading the Contractor's facilities pursuant to this **Clause 13** and complying with this **Clause 13** will be borne by the Contractor.

13.5 Notwithstanding any other provision of this Contract, the Contractor will provide access for the Client and any other person notified to the Contractor by the Client to any Services being performed in connection with the Contract and/or to any stored Equipment, Authority Spares and the Authority Furnished Assets and/or spare or replacement parts it has purchased for carrying out of Capital Works, Maintenance and/or other Services.

#### 14. **SYSTEMS AND THE SITE**

14.1 The Client grants to the Contractor and the Contractor Personnel (where necessary) a non-exclusive, non-transferable, royalty-free revocable licence to access and input into the System(s) the Client gives the Contractor access to and/or confirms the Contractor can use in writing from time to time and only then as reasonably required by the Contractor for the purposes of this Contract and the performance of the Services. Such licence is granted for the Term only and solely to enable the Contractor to comply with its obligations under this Contract. The Contractor will not obtain any right, title or interest in any System or in any Intellectual Property Rights in any System or any data within the System. The Client gives no warranty regarding the availability or functionality of any System nor that access to any System will be uninterrupted.

14.2 The Client will throughout the Term:

14.2.1 use reasonable endeavours to provide and maintain and, if it thinks it appropriate, develop the System(s);

14.2.2 enter all Site configuration data into the System(s) and control changes to the System(s) configuration data;

14.2.3 enter into the System(s) information relating to traffic control and monitoring equipment not covered by this Contract;

14.2.4 enter Faults into the System(s) and will not pass Faults to the Contractor by any other means unless the System(s) becomes unavailable;

14.2.5 provide a change control process for any changes to the System(s);

14.2.6 provide training as provided for under **Clause 14.3** below in relation to the System(s);

14.2.7 manage system back-ups;

14.2.8 carry out data archiving for the System(s);

14.2.9 provide emergency support or workarounds for the System(s);

14.2.10 provide disaster recovery to re-establish the System(s) in the event of a total loss of service; and

14.2.11 control access to the System(s) (including via the website) by the allocation of user names and user passwords.

14.3 The Contractor will throughout the Term:



- 14.3.1 provide and maintain its own systems and, if required by Client, interfaces with the System(s) the Client reasonably requires the Contractor to use and interact with from time to time and to specifications no less than those notified by the Client from time to time, including to enable access to the System(s) (where required) while at the Sites and at the Contractor's facilities including the provision of hardware to enable the Contractor's representatives on-Site to access the System(s);
  - 14.3.2 provide a high specification internet access (in terms of security and speed) with access for an appropriate number of users for use of all applicable System(s) in accordance with this Contract;
  - 14.3.3 verify the accuracy of data in the System(s) and promptly notify the Client of any inaccuracies. The Contractor's personnel should ensure that they verify data through and in conjunction with the Client's data management team and in a timely manner;
  - 14.3.4 provide accurate data relating to the Services and enter all Faults and times of repairs into the relevant System(s) promptly;
  - 14.3.5 maintain appropriate firewalls and security controls to maintain the integrity of the System(s) and prevent unauthorised access. The Contractor will not issue or disclose any data from the System(s) to any Third Party without the Client's prior written consent except where such disclosure is required by Applicable Law and, in such case, provided that each time the Contractor is obligated to make such a disclosure it will promptly (and in any event within two (2) Business Days) notify the Client of the same, giving details of the reason for the disclosure, the actual disclosure made and to whom it was made and when;
  - 14.3.6 where applicable, ensure that only nominated users who have been notified to the Client and receive a user name and user password and receive training on the use of the System(s) have access to the System(s);
  - 14.3.7 supply contact details (first name, surname, company, email address, telephone number and mobile phone number) for all engineers and operatives undertaking the Services. The Contractor will comply with the requirements of the Data Protection Laws, **Clause 43** and **Part B of Schedule 20 (Special Conditions)** in providing such information; and
  - 14.3.8 co-operate with the Client and assist constructively with the development of the System(s).
- 14.4 Training in relation to use of the System(s) the Client deems necessary for the Contractor to be trained on will be provided to the Contractor's employees as follows:
- 14.4.1 during the Mobilisation Period, the Client will prepare a training plan having regard to any reasonable requests from the Contractor;
  - 14.4.2 the Client will provide initial training free of charge to the Contractor's employees in accordance with the plan prepared pursuant to **Clause 14.4.1** using competent trainers and hands-on training techniques;
  - 14.4.3 the Contractor will thereafter train all new Contractor Personnel itself;
  - 14.4.4 the Client will, if it deems necessary, provide training free of charge on new functionality when this is introduced into the System(s) it deems applicable.
- 14.5 The Contractor is and will be responsible for all costs in connection with its employees' attendance at any and all training in accordance with this Clause including all travel, hotel and

subsistence costs. Any training which the Contractor requires in excess of that set out in **Clause 14.4** will be at the Contractor's cost.

- 14.6 Where required by the Client, the Contractor will ensure that, during each Contract Year, if and where required by Client:
- 14.6.1 each of its field operatives attends at least one half (1/2) day training in the use of the relevant System(s), either by the Client or by the Contractor on a "train the trainer" basis such that the Contractor's trained staff train the field operatives; and
  - 14.6.2 each of its Fault operators attends at least two (2) full days' training in the use of the relevant System(s) either by the Client or by the Contractor on a "train the trainer" basis such that the Contractor's trained staff train the Fault operators.
- 14.7 The Contractor will attend six (6) monthly System(s)' use group meetings chaired by the Client to discuss the System(s) and business processes, as required by the Client.
- 14.8 If the Client requires to conduct routine maintenance of the System(s) will this results in users not being able to access an applicable System(s), the Client will use reasonable endeavours to ensure that this will take place between the hours of 22:00 and 05:00 other than for emergency maintenance (which shall be at the Client's discretion).
- 14.9 The Client will use its reasonable endeavours to rectify a Failure in the applicable System(s) within 4 Business Hours of the Failure being reported to the Client or it coming to its attention.
- 14.10 In the event of a Failure of an applicable System(s), the following provisions will apply:
- 14.10.1.1 during the first 4 Business Hours of the Failure, the Client may, at its discretion, send out only urgent Faults;
  - 14.10.1.2 the Contractor will report any Fault updates in the format required by the Client which may include by telephone or email to the Client; and
  - 14.10.1.3 the Contractor will enter Clears into the System(s) when the applicable System(s) next becomes available, with the date and time of the actual Clear amended to reflect the actual date/time the repair was carried out. The Contractor will enter on the Clear, the status of Fault at the time, to enable the SLIs and/or other applicable Performance Measures to be measured. The Clear confirm date and defaults to the Installed Equipment date and time entered cannot be altered, so the Contractor will ensure the details it enters are accurate and complete. All Clears must be recorded in the format required by the Client from time to time. Once all Clears have been entered into the applicable System(s), the Contractor will promptly provide copies of all completed Clear forms to the Client;
  - 14.10.1.4 if the Failure exceeds 24 Business Hours, the Client may, at its discretion, make available 1 workstation at the a Client's office to allow the Contractor to operate and the Contractor will if required by Client relocate 1 Fault operator to carry out their normal operations from such office during the Client's Business Hours.
- 14.10.2 Following a Failure, the Contractor will support the Client in the preparation and delivery of reports on such Failure to users including attendance at meetings and presentations.
- 14.10.3 For the purposes of this **Clause 14**, a "Failure" is defined as when an urgent, material incident arises in an applicable System(s) not due to or caused by the Contractor's fault which significantly impacts the ability for them to input or access the System and relevant information for them to perform the Services.

14.11 For the purposes of this Contract, the following shall be deemed to be a material breach of the Contract under **Clause 32.1**:

14.11.1 a breach by the Contractor of the scope of the licence set out in **Clause 14.1** or otherwise of **Clause 14.1** or a breach of **Clause 14.3.1, 14.3.2, 14.3.3, 14.3.4** or **14.3.5** except to the extent caused by unavailability or breakdown of the System(s), provided such unavailability or breakdown has not been caused by any breach, negligence, act or omission of the Contractor, any Contractor Personnel and/or any Sub-Contractor; or

14.11.2 if the Contractor knowingly and/or negligently inputs inaccurate information into any System and/or knowingly or negligently provides inaccurate information to the Client or introduces explicit or illegal content.

## 15. **PERFORMANCE MANAGEMENT**

15.1 The Contractor will ensure that the Services are performed so as to meet or exceed all SLIs and other Performance Measures.

15.2 If at any time the Contractor is in Default (including a failure to meet the Performance Measures) or becomes aware that a Default is likely to occur then notwithstanding any other provision in this Contract, the Contractor will, at no additional cost to the Client and without prejudice to the Client's other rights and remedies, promptly take all such remedial action that is necessary to remedy the relevant Default as soon as possible and to prevent the Default (or the underlying issue or problem relating to the Default) in question from recurring.

15.3 If at any time the Contractor is in Material Default or the Contractor or Client becomes aware that a Material Default is likely to occur then notwithstanding any other provision in this Contract and without prejudice to the Client's rights including in relation to provision of Action Plans pursuant to **Schedule 4**, the Contractor will, at no additional cost to the Client and without prejudice to the Client's other rights and remedies:

15.3.1 immediately notify the Client in writing of the nature and extent of the Material Default, the anticipated impact of the Material Default on the Services, the root cause of the Material Default and the Contractor's proposed rectification plan in respect of that Material Default ("**Rectification Plan**"). All Rectification Plans will require the Contractor to deploy all additional resources and take all remedial action that is necessary to rectify the Material Default (provided the failure in question is remediable) and to prevent the Material Default in question from recurring;

15.3.2 amend any proposed Rectification Plan to reflect the Client's comments, the Client's required timescale for rectification and any additional steps that the Client may require the Contractor to take and then implement the amended Rectification Plan as soon as possible and, in any event, within the timescales set out in the Rectification Plan;

15.3.3 if the Client so requests, procure that the member of the Contractor Personnel who is responsible for rectifying the Material Default is available to discuss the matter with the Client;

15.3.4 if the Client so requests, permit the Client (or its Contract Manager) to attend operational meetings to the extent that they relate to the planning and implementation of the Rectification Plan;

15.3.5 report to the Client on a regular basis and, in any event no less than weekly, on the Contractor's progress against the Rectification Plan; and



- 15.3.6 promptly notify the Client 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 Client's prior written consent.

This **Clause 15.3** is without prejudice to the Client's other rights and remedies including the Client's right to terminate under this Contract whether under **Schedule 4** or for a material breach in accordance with **Clause 32.1.8** or otherwise.

15.4 If a Material Default:

- 15.4.1 is not resolved; or

- 15.4.2 in the Client's reasonable opinion is unlikely to be resolved,

by the Contractor's implementation of a Rectification Plan (such circumstances being an "**Enhanced Co-operation Event**") then the Contractor will, as directed by the Client and at no additional cost to the Client:

- 15.4.3 provide all necessary assistance, information and co-operation requested by the Client in connection with the remedy of the Enhanced Co-operation Event;

- 15.4.4 devote additional resources and Contractor Personnel to the resolution of the Enhanced Co-operation Event;

- 15.4.5 permit the Client to attend the Contractor's Premises upon notice and during Business Hours to observe and monitor the Contractor's implementation of the Rectification Plan;

- 15.4.6 where the gravity of the Material Fault is of a significant nature (as determined reasonably by the Client) notify the Client of internal meetings of the Contractor in which the Material Default is discussed and give the Client the opportunity to attend such internal meetings;

- 15.4.7 report to the Client on its implementation of the Rectification Plan;

- 15.4.8 make any changes to the Rectification Plan which the Client considers are necessary to remedy the Enhanced Co-operation Event,

(the Client's rights under this **Clause 15.4** being its "**Enhanced Co-operation Rights**" in relation to such Enhanced Cooperation Event).

- 15.5 For the avoidance of doubt, the Client may exercise its Enhanced Co-operation Rights pursuant to **Clause 15.4** prior to the completion of the relevant Rectification Plan (if in its opinion the Material Default is unlikely to be remedied by the Contractor's activities under the Rectification Plan).

- 15.6 The Contractor will consult and co-operate with any Third Party nominated by the Client in relation to the exercise of its Enhanced Co-operation Rights.

- 15.7 The Contractor will indemnify the Client and the other Indemnified Parties from and against all reasonable incremental costs, liability and expenses incurred by the Client in relation to the resolution of an Enhanced Cooperation Event, including any amounts reasonably incurred and paid or payable by the Client and/or the TfL Group to the Third Parties it engages in relation thereto.

- 15.8 The Client will cease exercising its Enhanced Co-operation Rights upon the resolution of the Enhanced Co-operation Event (or at such earlier time as the Client notifies to the Contractor in writing). Notwithstanding such cessation, the Contractor will continue to implement any Rectification Plan which is still in effect on such date.

15.9 The Client's exercise of its Enhanced Cooperation Rights shall not prejudice the Contractor's obligation to satisfactorily and expeditiously resolve any Material Default.

15.10 If the Contractor:

15.10.1 fails to fully, effectively and promptly implement a Rectification Plan in all material respects in accordance with its terms;

15.10.2 fails to promptly produce a Rectification Plan in relation to a breach of Applicable Laws when it is required to do so; and/or

15.10.3 if any cause of a Rectification Plan recurs more than two (2) times in any consecutive period of 24 months,

then the Client may terminate this Contract pursuant to **Clause 32.1.8**.

## 16. **AVAILABILITY INCENTIVES AND THE CLIENT'S REMEDIES FOR FAILURE TO PERFORM**

16.1 The Contractor will perform the Services in accordance with **Schedule 4** and the relevant parts of **Schedule 5 (Price and Payment)** relating to Availability and, without prejudice to the generality of the foregoing, in accordance with the Performance Measures.

16.2 The Contractor will be liable for Service Failure Points for failure to meet certain Performance Measures as set out in **Schedules 4 and 5** and, where applicable, will carry out its obligations to rectify failures to meet certain Performance Measures, all as set out in **Schedules 4 and 5**.

16.3 Service Failure Points and Availability of the Installed Equipment and/or the ST Systems shall be identified by the applicable System and calculated automatically for each Reporting Period as set out in **Schedules 4 and 5**.

## 17. **CHARGES AND PAYMENT**

17.1 Subject to **Clause 17.11**, in consideration of the proper performance of the Services by the Contractor in accordance with the terms of this Contract, the Client will:

17.1.1 ensure the Contractor is paid in accordance with the Capital Works Conditions of Contract for Capital Works and Ordered Maintenance; and

17.1.2 pay the Maintenance Charges for Regular Maintenance; and

17.1.3 pay any other Charges due on the basis set out in **Schedule 5 (Price and Payment)**.

17.2 The Maintenance Charges and the Prices (and any other fees or monies paid or payable under this Contract) will be inclusive of all costs of staff, facilities, equipment (including the Equipment), materials, mobilisation and other expenses whatsoever incurred by the Contractor in discharging its obligations under this Contract (but shall be exclusive of VAT where applicable).

### **Indexation Adjustment**

17.3 The Charges may, where and to the extent expressly set out, be subject to an Indexation Adjustment as further set out in **Schedule 5 (Price and Payment)**.

### **Vesting Agreement**

17.4 No payment shall be made to the Contractor on account of Equipment which has not yet been Commissioned unless and until:

- 17.4.1 the Contractor has provided a vesting agreement in the form contained in **Schedule 33** of this Contract duly executed by the Contractor and relevant Sub-Contractor;
- 17.4.2 (if applicable) the Contractor has provided a secondary vesting agreement in the form contained in **Schedule 33** of this Contract duly executed by the relevant Sub-Contractor and relevant Indirect Subcontractor; and
- 17.4.3 immediately on payment and without any further act being necessary title passes to the Client and the Contractor ensures that the Equipment is clearly tagged, identified as the Client's and set aside for the Client,

and for the avoidance of doubt risk in such Equipment (which may, under **Schedule 6**, be Plant or Materials) shall pass as otherwise set out in this Contract.

#### **Construction Industry Scheme**

- 17.5 For the avoidance of doubt **Clauses 17.5 to 17.10** (inclusive) shall apply to any payment to be made by the Client to the Contractor under this Contract, including any payments in accordance with the Capital Works Conditions of Contract.
- 17.6 Where the Construction Industry Scheme applies to any payment to be made by the Client to the Contractor under this Contract, the obligations of the Client to make such payment will be subject to the provisions of the Construction Industry Scheme.
- 17.7 Unless and until HM Revenue and Customs confirms to the Client that the Client can make any payment to the Contractor without any tax deduction, the Client will deduct any tax from payments due to the Contractor under this Contract at the rate specified by HM Revenue and Customs pursuant to the Construction Industry Scheme before paying the balance to the Contractor. The Client will account to HM Revenue and Customs for any tax so deducted.
- 17.8 Where the Construction Industry Scheme applies to any payment made in relation to this Contract, the Contractor warrants to the Client and ensures that:
  - 17.8.1 it is registered under the Construction Industry Scheme with gross payment status;
  - 17.8.2 it will provide a copy of such gross payment certificate to the Client upon receipt of a written request to do so and in any case before any final date for payment;
  - 17.8.3 it will use all reasonable endeavours to ensure that no circumstances will arise whereby HM Revenue and Customs may be entitled to cancel such certificate;
  - 17.8.4 within ten (10) Business Days of receipt of written notification from HM Revenue & Customs (or, if later, of receipt of a decision of the First-tier Tribunal) revoking its gross payment status, it will notify the Client in writing of the date upon which its gross payment status ceased or will cease.
- 17.9 If at any time the Contractor does not have a valid certificate of registration for gross payment under the Construction Industry Scheme in place, or if he fails to provide a copy of such certificate when requested by the Client, the Client will deduct any tax from payments due to the Contractor under this Contract at the rate specified by HM Revenue and Customs pursuant to the Construction Industry Scheme before paying the balance to the Contractor.
- 17.10 The Contractor will provide the Client with all information reasonably requested for the purposes of the Client making the verification under **Clauses 17.6 to 17.9** (inclusive).
- 17.11 If the Client, on bona fide grounds, disputes any part of an amount invoiced by the Contractor or disputes any of the Services relating to an invoice (a "**Payment Dispute**"), the Client may notify the Contractor in writing of that dispute giving details of the nature of the dispute and, if



the dispute relates to the amount invoiced, the amount that it claims should have been invoiced and:

17.11.1 the Client will pay that part of the invoice which is not related to the Payment Dispute; and

17.11.2 the Client will be entitled to withhold payment of the disputed sum and/or withhold payment of the Services related to the Payment Dispute.

#### **VAT Reverse Charge**

17.12 The Parties acknowledge that the Reverse Charge Order entered into force on 1 March 2021 and is expected to have effect for supplies made on or after that date.

17.13 The Client is an End User for the purposes of this Contract unless stated otherwise in any Works Instruction.

17.14 Where the Client is an End User for the purposes of this Contract, the Parties acknowledge that:

17.14.1 Services provided by the Contractor to the Client pursuant to this Contract are expected to include "specified services" (within the meaning of article 4 of the Reverse Charge Order) and will be "excepted supplies" (within the meaning of article 8 of the Reverse Charge Order) on the basis that the Client is an End User in respect of such specified services; and

17.14.2 accordingly the Reverse Charge Order will not apply and the Client will not be required to account for VAT to HM Revenue & Customs in respect of such supplies under section 55A of VATA.

17.15 Where the Client is not an End User for the purposes of this Contract:

17.15.1 the Parties acknowledge that Services provided by the Contractor to the Client pursuant to this Contract will include "specified services" (within the meaning of article 4 of the Reverse Charge Order) and are expected to be subject to the Reverse Charge Order on the basis that the Client is not an End User;

17.15.2 accordingly, the Parties acknowledge that the Client will be required to account for VAT to HM Revenue & Customs in respect of such supplies from the Contractor under section 55A of VATA; and

17.15.3 the Contractor will deliver an invoice to the Client as required under this Contract stating that the Reverse Charge Order applies or any other appropriate language as suggested by HM Revenue & Customs in their relevant guidance.

17.16 In any event the Contractor indemnifies the Client on a continuing basis against any and all liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Client at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under this contract. Any amounts due under this **Clause 17.16** will be paid in cleared funds by the Contractor to the Client not less than five (5) days before the date upon which the tax or other liability is payable by the Client.

17.17 Where under this Contract any amount is calculated by reference to any sum which has been or may be incurred by any person, the amount includes any VAT in respect of that amount only to the extent that such VAT is not recoverable as input tax by that person (or a member of the same VAT group) whether by set off or repayment.

17.18 If the Reverse Charge Order is incorrectly applied and the Client pays an amount in respect of VAT to the Contractor in error, then the Contractor will pay to the Client on demand an

amount equal to such VAT plus any interest, penalties or surcharges charged or imposed on the Client by HM Revenue & Customs arising from the late payment of any VAT.

- 17.19 If the Client's status as an End User changes during the Term, the Client uses its reasonable endeavours to notify the Contractor and the Contractor applies the Reverse Charge accordingly.

18. **RECOVERY OF SUMS FROM THE CONTRACTOR**

Without prejudice to and without limiting any other rights and/or remedies of the Client including in relation to the Contractor's obligations and the Client's rights and remedies under **Schedule 4** and/or in relation to Defects under **Schedule 6**, if the Client discovers any defect (including Defects) in the Services performed or failure on the part of the Contractor to perform the same in accordance with this Contract or any defect in any replacement parts or Equipment supplied the Client may call upon the Contractor to return to the relevant Site to remedy such defect or malfeasance or replace such defective parts and/or Equipment and such remedial works will be carried out promptly and in accordance with any timescales required under this Contract and at no further cost to the Client.

19. **CHANGE IN LAW**

- 19.1 The Contractor will ensure that it and each Permitted Sub-Contractor are aware at all times of all Applicable Law and any proposal, announcement or consultation for a Change in Law applicable to this Contract (a "**Proposed Change in Law**"). As soon as the Contractor or any Approved Sub-Contractor becomes aware of a Proposed Change in Law, the Contractor will give written notice to the Client of the same, such notice to set out details of its opinion on the likely effects of that Proposed Change in Law on the performance of this Contract or the benefits to be delivered or to be derived under this Contract, including:

19.1.1 whether any changes to the terms of this Contract are likely to be required in order to comply with that Proposed Change in Law once it becomes a Change in Law;

19.1.2 any costs that will or may be incurred or not incurred by the Contractor, each Permitted Sub-Contractor, the Client or each other Service Recipient as a result of the Proposed Change in Law.

- 19.2 If the Client becomes aware of a Proposed Change in Law, it may give written notice to that effect to the Contractor. If the Client gives the Contractor a notice under this **Clause 19.2** the Contractor will, within ten (10) Business Days of the date on which the Client's notice is given, give written notice to the Client giving the details set out in **Clause 19.1**.

- 19.3 If a Change in Law occurs or is to occur and any changes are required to be made to the terms of this Contract in order to comply with that Change in Law following publication in final form of the text for that Change in Law:

19.3.1 the parties will agree in accordance with the Change Control Procedure the relevant changes which will be the minimum changes reasonably and properly required so that this Contract and the performance and receipt of the Services comply with Applicable Law as varied by that Change in Law;

19.3.2 the parties will record the agreed changes in writing in accordance with the Change Control Procedure; and

19.3.3 subject to the Contractor complying with **Clauses 19.1** and **19.4** and agreement via the Change Control Procedure, the Client will bear the Change in Law Costs arising from a Client Risk Change in Law. Accordingly if a Client Risk Change in Law occurs in any Contract Year the future Charges will be adjusted, once agreed by agreement, under the Change Control Procedure.

19.3.4 if the Change in Law Costs arising from a Client Risk Change in Law is a negative number then the provisions of **Clause 19.3.3** will apply so that the Charges will be reduced;

19.3.5 except as otherwise provided for in **Clauses 19.3.3 or 19.3.4**, neither party will be entitled to recover from the other party any costs incurred by it or saved by the other as a result of Changes in Law.

19.4 The Contractor will use best endeavours to mitigate the additional costs it or any Key Sub-Contractor incurs and to maximise any costs it and the Key Sub-Contractors may save or do not incur as a result of a Client Risk Change in Law, including by:

19.4.1 minimising (including (where practicable) by using competitive quotes) and obliging the Key Sub-Contractors to minimise any increase in costs and maximising any reduction in costs;

19.4.2 ensuring that its pricing is competitive in the context of the relevant market; and

19.4.3 ensuring that the Change in Law Costs the Client is to bear are no greater than the costs which any other customer of the Contractor is to bear as a result of the Change in Law,

but only to the extent that compliance with this **Clause 19.4** would not cause the Contractor to be in breach of any other provision of this Contract.

## 20. **WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS**

20.1 Without prejudice to any other warranties expressed elsewhere in this Contract or implied by law, the Contractor warrants, represents and undertakes to the Client and the other Service Recipients and will ensure that:

20.1.1 the Contractor has the full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform this Contract;

20.1.2 the representations and other statements contained within the Contractor Solution are accurate in every respect and may be fully relied upon by the Client and the other Service Recipients;

20.1.3 the Contractor is aware of the purposes for which the Services are required and acknowledges that the Client is reliant upon the Contractor's expertise and knowledge in the provision of the Services;

20.1.4 the Contractor is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;

20.1.5 this Contract is executed by a duly authorised representative of the Contractor;

20.1.6 the Services and all materials, equipment and goods used or supplied by the Contractor in connection with this Contract (including the Equipment) will be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Statement of Requirements; and

20.1.7 all documents, drawings, computer software and any other work prepared or developed by the Contractor or supplied to the Client under this Contract will not infringe any Intellectual Property Rights or any other legal or equitable right of any person.



- 20.1.8 it will maintain adequate administrative, technical, and physical controls designed to ensure the security of the Group Infrastructure and Data (including Client Data);
- 20.1.9 it will comply with Cyber Security Requirements relevant to this Contract and to each of the Contractor's and the Client's and/or any Service Recipients' businesses;
- 20.1.10 it will not do anything which would put the Client and/or any Service Recipient in breach of any Cyber Security Requirements;
- 20.1.11 it will assign to the Client the benefit of all warranties and conditions that it receives in respect of any Services and/or Equipment from Third Parties;
- 20.1.12 it will assign to the Client (for the benefit of Client and the other Service Recipients) the benefit of the warranties, guarantees and/or conditions that it receives in respect of Services and/or Equipment and/or software from Third Parties or Sub-Contractors and/or its own manufactured equipment and/or own standard software (including in relation to commercially off the shelf software, cloud services and/or hardware);
- 20.1.13 where hardware, Equipment, peripherals and all other tangible materials supplied under this Contract to which it is agreed title shall pass to the Client, it will have full clear and unencumbered title to all such items, and unrestricted rights to sell and transfer all such items to the Client and the Contractor will assign to the Client the benefit of all warranties and conditions that it receives in respect of such hardware, Equipment, peripherals and all other tangible materials from any applicable Third Parties;
- 20.1.14 it will and will procure that its Sub-Contractors and Contractor Personnel comply with, and their performance of the Services will be in accordance with, Cyber Security Requirements and the Information Security Standards;
- 20.1.15 all appropriate and proportionate measures to prevent and minimise the impact of Security Incidents affecting the security of that or those Group Infrastructure and Data (including Client Data) with a view to ensuring the continuity of its or their business and the Services;
- 20.1.16 such physical, technical and organisational controls, tools, systems, policies and procedures in accordance with Good Industry Practice, the Client's policies and the Cyber Security Requirements, the Information Security Standards in relation to Group Infrastructure and Data (including Client Data), the Services controlled, hosted, stored, managed, accessed, transmitted, processed (including Processed) and/or otherwise used or subject to the Services (as applicable) by or from the Contractor and/or any Sub-Contractor as are necessary to ensure the availability, security and integrity of the Services, and the Group Infrastructure and Data (including Client Data);
- 20.1.17 it and/or any Sub-Contractor has not incorporated or embedded and will not incorporate or embed any Malicious Code into Group Infrastructure and Data (including Client Data) which are relevant to this Contract and it will perform vulnerability scans and put in place and perform cyber resilience and detection measures to detect and protect the Group Infrastructure and Data (including Client Data) from and against Malicious Code in accordance with Good Industry Practice;
- 20.1.18 it will comply with and will ensure that the Contractor Personnel will comply with all import, export and economic sanction laws and regulations (including those of the European Union and the United Kingdom), including the Export Regulations, that prohibit or restrict the export, re-export or transfer of products, technology, software, services and/or data, directly or indirectly, to or for certain countries or end users; and

- 20.1.19 that the Contractor, the Contractor Personnel and the Sub-Contractors have taken and will continue to take during the Term:
- 20.1.19.1 all appropriate and proportionate measures to prevent and minimise the impact of Security Incidents affecting the security of that or those Group Infrastructure and Data (including Client Data) with a view to ensuring the continuity of its or their business and the Services; and
  - 20.1.19.2 such physical, technical and organisational controls, tools, systems, policies and procedures in accordance with Good Industry Practice, the Client's policies and the Cyber Security Requirements, in relation to the Group Infrastructure and Data (including Client Data), the Services controlled, hosted, stored, managed, accessed, transmitted, processed (including Processed) and/or otherwise used or subject to the Services (as applicable) by or from the Contractor and/or any Sub-Contractor as are necessary to ensure the availability, security and integrity of the Services, and the Group Infrastructure and Data (including Client Data).
- 20.2 The Contractor warrants that to the extent the Contractor either is obliged to specify or approve products or materials for use in the Services or does so specify or approve, the Contractor does not specify, approve or use any products or materials which are generally known within the construction industry to be deleterious at the time of use in the particular circumstances in which they are used, or those identified as potentially hazardous in or not in conformity with:
- 20.2.1 the guidance given in the edition current at the date of specification, approval and/or use of the publication entitled "Good Practice in the Selection of Construction Materials" (published by the British Council for Offices) other than the recommendations for good practice contained in Section 2 of that report;
  - 20.2.2 relevant British or European Standards or codes of practice; or
  - 20.2.3 any publications of the Building Research Establishment related to the specification of products or materials, and
- if in the performance of its duties under this Contract, the Contractor becomes aware that he or any other person has specified or used, or authorised or approved the specification or use by others of, any such products or materials, the Contractor will notify the Client in writing immediately.
- 20.3 Without prejudice to and without limiting any other rights and/or remedies of the Client including in relation to the Contractor's obligations and the Client's rights and remedies under **Schedule 4** and/or under **Schedule 6** and without prejudice to the Contractor's continuing obligations in relation to Maintenance, the Contractor will be responsible for making good at its own cost and with all possible speed (and in accordance with any timescales required under this Contract) any and all defects in or damage to the Installed Equipment (including any part thereof) which may develop, are discovered by Contractor or are notified to the Contractor during a warranty period of: (i) 52 weeks; or (ii) the period covered by the Manufacturer Warranty (whichever is the longer) from the date: (i) of Completion (for Approved Equipment Installed as part of Capital Works); or (ii) the relevant Installed Equipment is Commissioned or Installed (for Approved Equipment Installed other than as part of Capital Works) or the date of Installation in respect of Maintenance, if applicable ("**Warranty Period**") and which arises either from:
- 20.3.1 faulty workmanship during Installation and/or as Part of the Capital Works, Ordered Maintenance or Maintenance;
  - 20.3.2 defective materials, workmanship or design;



- 20.3.3 non-compliance with the Statement of Requirements or the requirement to be fit for purpose;
- 20.3.4 any act, omission or failure of the Contractor during such Warranty Period; and/or
- 20.3.5 any other matter covered by the Manufacturer Warranty.

If the Contractor replaces the relevant Installed Equipment (including any part thereof) pursuant to this **Clause 20.3**, the provisions of this **Clause 20.3** above will apply to the Equipment (including any part thereof) which has replaced the previously Installed Equipment, from the date of replacement by the Contractor, or the balance of the unexpired extended Warranty Period (or extended warranty period, if applicable) or for the new warranty period provided with the new Equipment, whichever is the longer.

- 20.4 Without prejudice to the Client's other rights and remedies and/or any obligations to fix or remedy more quickly set out elsewhere (including under **Schedule 4** or **Schedule 6**), if any such defect or damage is not remedied within a reasonable time (and in any event within one (1) month of the damage or defect arising), the Client may proceed to execute remedial works (either itself or via a Third Party) at the Contractor's risk and expense, and deduct the cost thereof from any monies due to the Contractor or recover the same as a debt due.

#### **Credit rating**

- 20.5 The Contractor undertakes, warrants and represents to the Client and will ensure that from the Contract Commencement Date and throughout the Term, the Contractor will be of sound financial standing and will have a Credit Rating of at least "Moderate" or higher, being at least 30-50 points.
- 20.6 Subject to **Clause 20.7**, the Contractor will:
  - 20.6.1 provide the Client with its and its Key Sub-Contractors' current Credit Rating(s) as at the Contract Commencement Date in writing within seven (7) days of the Contract Commencement Date. The Contractor's Credit Rating at the Contract Commencement Date will become the "**Base Credit Rating**" for the purposes of this clause;
  - 20.6.2 monitor its and its Key Sub-Contractors' Credit Rating(s) and report the same to the Client in writing on at least a monthly basis (within at least five (5) Business Days of the end of the month);
  - 20.6.3 immediately notify the Client in writing if it becomes aware of any events that occur or circumstances that arise which is likely to reduce its or its Key Sub-Contractors' Credit Rating(s) and/or adversely affect its or their financial standing;
  - 20.6.4 immediately notify the Client in writing if one or more of its Key Sub-Contractors' Credit Rating(s) drops by twenty (20) points or more or its Credit Rating drops by twenty (20) points or more than its Base Credit Rating. A drop by twenty (20) points or more from the Base Credit Rating by the Contractor whether notified to the Client or noted by the Client itself, will be deemed to be a "**Temporary Re-allocation Trigger**" for the purposes of this Contract and will additionally give rise to a right for the Client to suspend under **Clause 30** or Step-In under **Clause 31**. If a Key Sub-Contractor's Credit Rating drops by twenty (20) points or more then the Client may require a financial distress mitigation plan as referred to under **Clause 20.7**;
  - 20.6.5 immediately notify the Client in writing if its or one or more of its Key Sub-Contractors' Credit Rating(s) drops into the "high risk" band and/or drops to twenty-nine (29) points or lower as its or their Credit Rating. A drop into the high-risk band and/or to a Credit Rating of twenty-nine (29) points or lower of the Contractor, whether notified to the Client or noted by the Client itself, will be deemed to be a "**Permanent Re-allocation Trigger**" for the purposes of this Contract and will



additionally give rise to a right for the Client to suspend under **Clause 30**, Step-In under **Clause 31** and/or terminate under **Clause 32**. If a Key Sub-Contractor's Credit Rating drops by twenty (20) points or more then the Client may require a financial distress mitigation plan as referred to under **Clause 20.7**; and

- 20.6.6 provide the Client, on demand, with such information and/or documentation as the Client reasonably requires from time to time in relation to its due diligence of the Contractor and its Key Sub-Contractors and to monitor the Contractor's and/or Key Sub-Contractor's financial status and its and their Credit Rating(s).
- 20.7 In addition to the Client's other rights and remedies, including the Client's right to Re-allocate, Step-In or suspend, if required by the Client, the Client and the Contractor will promptly meet (and if required will meet no later than two (2) Business Days after the requirement from the Client) to discuss the Contractor's proposal for a financial distress mitigation plan for it and/or its Key Sub-Contractors and to make the Client comfortable if a Temporary Re-allocation Trigger or Permanent Re-allocation Trigger occurs or if a Key Sub-contractor's Credit Rating falls below the Moderate rating or into the high risk rating referred to above. The Contractor will, within five (5) Business Days of the meeting, provide the Client with a proposed mitigation plan for Client's written approval. The Contractor will make such amendments as are required by the Client which may include the requirement for a Key Sub-Contractor to be replaced. The Contractor will continue to update and amend the draft financial distress mitigation plan until it is in a form which is acceptable to the Client as confirmed by the Client in writing.
- 20.8 If a financial distress mitigation plan is required by Client, then following approval of such plan by the Client in writing, the Contractor will, in accordance with the timings set out in the plan and where not set out promptly, take all steps and implement all measures necessary to prevent any direct and adverse impact which the Contractor's and/or its Key Sub-Contractors' reduction in Credit Rating may have on the continued performance of the Services and this Contract. Such action will be taken by the Contractor on an ongoing basis until the Client is satisfied that there is no longer a risk of any adverse impact on the Services and/or this Contract, or the Contractor produces evidence that its Credit Rating has improved to a level acceptable to the Client or the Client otherwise exercises its right to Re-allocate.
- 20.9 In the event that the Contractor fails to comply with the terms of the financial distress mitigation plan, and/or to implement the measures set out within such plan to the Client's reasonable satisfaction, then without prejudice to any of the Client's other rights or remedies, the Client will be entitled to:
- 20.9.1 temporarily or permanently Re-allocate Regular Maintenance, Capital Works and/or Ordered Maintenance to a Lot 7 Provider or other Third Party Supplier in accordance with **Clause 31**; and/or
- 20.9.2 immediately terminate this Contract under **Clause 32.1**.

#### **General**

- 20.10 Each warranty and obligation in **Clauses 20.1 to 20.10** (inclusive) will be construed as a separate warranty or obligation (as the case may be) and will not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of this Contract and will continue notwithstanding termination of this Contract.

#### **Warranted Site Information**

- 20.11 The Client warrants to the Contractor that the following information (and as further set out in **Schedule 27 (Documentation)**) and provided to the Contractor as part of the ITT stage is complete and accurate as at 1 June 2021:
- 20.11.1 each Site location grid reference (by longitude and latitude coordinates);
- 20.11.2 each SLD;

20.11.3 each Site residual hazards register;

20.11.4 the Periodic Inspection report for each Site performed by or on behalf of Client in respect of the Client.

together the "**Warranted Site Information**".

- 20.12 During the Mobilisation Period, the Contractor will have the right to request a Change in accordance with the Change Control Procedure set out in **Schedule 7** in the event that the Contractor can demonstrate that the Warranted Site Information is inaccurate such that it has a material adverse effect on the Contractor's ability to perform the Services and its obligations in this Contract, in the circumstances and subject to the provisions as further set out below.

*Site Location Grid References*

- 20.13 In the event that the Contractor becomes aware of a new Site within the scope of this Contract during the Mobilisation Period which the Client has not specified in the Site location grid references contained within the Warranted Site Information, the Prices payable by the Client for all other Sites under the Contractor's responsibility in this Contract of which the Contractor is aware may, subject always to **Clause 20.12**, be increased by an amount equal to the value of the Equipment located on the new Site of which the Contractor was unaware, and added to the monthly Regular Maintenance Payments. In such circumstances, following agreement with the Client via the Change Control Procedure, the Capital Works Rates and all other Prices payable under the Contract will apply to this new Site.

*Site Layout Drawings (SLD)*

- 20.14 If, during the Mobilisation Period and after having audited each Site, the Contractor finds that the SLD for a particular Site is materially inaccurate, such that the SLD does not accurately show the Site layout and positioning of Equipment as far as the scale will permit and, as a result, the actual location of the Equipment on the Site puts the Contractor at a material risk of breaching the SLIs and/or its obligations in this Contract and incurring a material increase in costs in excess of those envisaged when the Contractor sets its Prices during the ITT stage, then the Contractor may, subject always to **Clause 20.12**, be entitled to submit a request for a Change in accordance with the Change Control Procedure, provided that the Contractor can clearly demonstrate to the Client (with such supporting evidence as the Client may reasonably require) that its rates and Prices for the entire Lot(s) requires a variation as a result of the Client's material error or omission as referenced above.

*Residual Hazards Register*

- 20.15 If, during the Mobilisation Period and after having audited each Site, the Contractor finds that the residual hazards register for a particular Site does not specify a material risk which the Contractor could not have been reasonably expected to consider when determining its Prices, the Contractor may, subject always to **Clause 20.12**, be entitled to submit a request for a Change in accordance with the Change Control Procedure, provided that the Contractor can clearly demonstrate to the Client (with such supporting evidence as the Client may reasonably require) that its rates and Prices for the entire Lot(s) reasonably require variation as a result of the Client's error or omission.

**21. LIABILITY**

- 21.1 Neither Party excludes or limits its liability to the other Party or, in the case of the Contractor, to the Client and the other Service Recipients for:

21.1.1 death or personal injury caused by that Party's, and in the case of the Contractor including the Contractor Personnel's negligence;

- 21.1.2 any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 or section 2(3) of the Consumer Protection Act 1987;
  - 21.1.3 fraud or fraudulent misrepresentation;
  - 21.1.4 wilful default or deliberate breach; or
  - 21.1.5 any other matter in respect of which, as a matter of law, liability cannot be excluded or limited.
- 21.2 Subject to **Clause 21.4**, the Contractor does not exclude, or limit its liability in any way, in respect of liability arising out of or in connection with:
- 21.2.1 **Clause 44** (Intellectual Property Rights);
  - 21.2.2 for death or personal injury arising from or in connection with the Equipment (whether Installed Equipment or otherwise), the Services;
  - 21.2.3 any breach of **Clause 24** (Corrupt Gifts and Payments of Commission);
  - 21.2.4 any breach of **Clause 40** (Confidentiality and Transparency) and **Clause 41** (Announcements);
  - 21.2.5 any breach of **Clause 43** (Protection of Personal Data), **Part B** of **Schedule 20 (Special Conditions)** and **Clause 45** (Data);
  - 21.2.6 under **Schedule 9 (Employment / TUPE Provisions)**;
  - 21.2.7 any breach of **Schedule 23 (Security)**;
  - 21.2.8 under any indemnity contained in this Contract (save for the indemnity under **Clause 21.3.3** for tangible property damage which will be subject to the limitations set out in **Clause 21.5.1**); or
  - 21.2.9 for a deliberate breach of this Contract by the Contractor.
- 21.3 The Contractor is responsible for and shall indemnify and hold harmless the Client and the other Indemnified Parties from and against any breach or negligent performance of this Contract by the Contractor and/or any of the Contractor Personnel or any act or omission of the Contractor and/or the Contractor Personnel, including all direct costs (including legal costs (on a full indemnity basis) and costs of enforcement), expenses, liabilities (including any tax liability), injuries, losses (including of the types described in **Clause 21.4.2**), damages, claims, demands, fines, penalties, proceedings and judgments in respect of:
- 21.3.1 death or personal injury to any person;
  - 21.3.2 any breach of statutory duty by the Contractor and/or the Contractor Personnel, which causes any breach by the Indemnified Parties of any of their duties under the Data Protection Laws or the FOI Legislation; and
  - 21.3.3 any loss of or damage to any real or tangible property, including property belonging to the Indemnified Parties, any Third Party or property for which the Client (or a member of the TfL Group or any other Service Recipient) is responsible.
- 21.4 **Exclusion of indirect or special losses**
- 21.4.1 Subject to, and without prejudice to, **Clause 21.1** and liquidated damages provisions contained within this Contract (which shall not be limited in nature by this Clause or otherwise save in the case of liquidated damages, if and where the Parties agree to



a cap in respect of the same), neither Party will be liable for any indirect or special losses (including indirect loss of profits or indirect loss of business) and, for the avoidance of doubt howsoever caused arising under this Contract.

21.4.2 Notwithstanding the provisions of **Clause 21.4.1**, the Parties acknowledge and agree that the following types of losses will be regarded as direct (and not special or indirect) losses for the purposes of this Contract:

21.4.2.1 the Client's and the Service Recipients' reasonable costs of internal and external staff (including associated expenses reasonably incurred by such staff) necessitated as a result of the Contractor's or the Contractor Personnel's default (including the costs of such staff performing or re-performing the Services which the Contractor, if properly performing its obligations in accordance with this Contract, should have performed);

21.4.2.2 any costs incurred by the Client and/or the Service Recipients in connection with the termination of this Contract by the Client under **Clauses 32.1** or **32.2**, including those costs set out in **Clauses 33.2** and **33.3** and/or the termination by the Client of the Contractor's obligation to Provide the Works for Reasons 1, 2, 2A, 3, 4, 6A, 10, 11, 12 or 14 (as defined in the Capital Works Conditions of Contract);

21.4.2.3 the costs of reconstituting and/or recovering any Client Data (and/or data of the Service Recipients) that is destroyed, corrupted, degraded and/or lost as a result of an act or omission of the Contractor and/or the Contractor Personnel (including the costs of employing a Third Party to reconstitute and/or recover such data); and

21.4.2.4 any direct loss or liability (including payment of service credits or liquidated damages) that the Client and/or another Service Recipient suffers or becomes liable for under any agreement with any Third Party as a result of any act or omission of the Contractor and/or of the Contractor Personnel.

21.5 Subject to the provisions of **Clauses 21.1**, **21.2** and **21.4**, the Contractor's total aggregate liability under this Contract (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) will be limited:

21.5.1 in respect of loss of and/or damage to the Client's or an Indemnified Party's tangible property, to twenty million pounds sterling (£20,000,000) per Event and forty million pounds sterling (£40,000,000) in the aggregate in each Contract Year in respect of each Contract Area;

21.5.2 in respect of loss of and/or damage to any Third Party tangible property, to twenty million pounds sterling (£20,000,000) per Event and forty million pounds sterling (£40,000,000) in aggregate in each Contract Year in respect of each Contract Area;

21.5.3 in respect of loss and/or damage caused by the Installed Equipment and/or the other Equipment, Authority Spares and the Authority Furnished Assets, to twenty million pounds sterling (£20,000,000) per Event and forty million pounds sterling (£40,000,000) in the aggregate per Contract Year in respect of each Contract Area; and

21.5.4 where the loss does not fall within the limitations in **Clauses 21.5.1**, **21.5.2** or **21.5.3**, in respect of each Contract Area, to

21.5.4.1 two hundred (200%) of the combined Charges (when added together) for (a) Maintenance which have been paid and/or are to be

paid (whether or not yet invoiced) in respect of Regular Maintenance performed and/or to be performed and/or which was due to be performed in the relevant Contract Year in which the claim arose in respect of the relevant Contract Area; and (b) for all other Charges paid and/or payable to the Contractor for Services other than Maintenance in respect of the relevant Contract Area in the relevant Contract Year in which the claim arose.

21.5.4.2 For the purposes of interpretation of this sub-Clause:

- (a) the Charges in **Clause 21.5.4.1** above shall include all of the Charges paid to date in the relevant Contract Year in respect of the relevant Contract Area and any and all Charges which are due to be paid (whether or not yet invoiced) for Regular Maintenance in the relevant Contract Year in respect of the relevant Contract Area (notwithstanding and not taking into account any Emergency Fault Abatements or other monies that have been or may be set-off or that the Contractor may not actually get paid some of the Charges); and
- (b) the term "payable" shall include sums invoiced but not yet paid up to the date of the claim in the relevant Contract Year; sums accrued for Services performed but not yet invoiced up to the date of the claim in the relevant Contract Year.

Any liability of the Contractor: (a) which falls within **Clauses 21.1** or **21.2**, or (b) for any liquidated damages due under this Contract, will not be taken into account in assessing whether the financial limits in this **Clause 21.5** have been reached.

21.6 Subject to the provisions of **Clauses 21.1** and **21.4**, the Client's and the TfL Group's combined maximum aggregate liability to the Contractor arising out of or in connection with this Contract (whether in contract, tort, negligence, breach of statutory duty, misrepresentation, restitution or otherwise) will be limited to five million pounds sterling (£5,000,000) per Contract Year in respect of each Contract Area.

21.7 To the extent that an Event or claim relates to more than one Contract Area, the limitations set out in **Clauses 21.5** and **21.6** shall apply separately in respect of liability that arises in respect of each Contract Area.

21.8 This **Clause 21** will not affect any entitlement to injunctive relief and/or specific performance.

## 22. **INSURANCE**

22.1 The Contractor will at its own cost effect and maintain in respect of this Contract:

22.1.1 without prejudice to **Clause 22.2** and **22.3.1**, insurance in an amount equal to the full replacement cost of:

22.1.1.1 the Installed Equipment arising from damage caused by act, omission and/or default by the Contractor or the Contractor Personnel and/or their breach of this Contract; and

22.1.1.2 other equipment (not falling into **Clause 22.1.1.1** and which is under the control or in the possession of the Contractor or the Contractor Personnel and which is not Installed) including Authority Furnished Assets and Authority Spares and arising from damage howsoever caused, and

- 22.1.2 public liability insurance for the sum of not less than twenty million pounds sterling (£20,000,000) per Event to cover the liability of the Contractor or as the case may be of the Sub-Contractor under **Clauses 21.3.1, 21.3.2 and 21.3.3** of this Contract;
- 22.1.3 motor insurance covering liability to Third Parties arising out of the use of motor vehicles used in connection with the Services. The Contractor will ensure that the motor insurance cover contains an indemnity to principals Clause and that its Sub-Contractors effect and maintain motor Third Party liability insurance in respect of any vehicles they operate. The minimum amount of cover/indemnity provided by such insurance shall be the amount required by the Applicable Laws in respect of Third Party liability;
- 22.1.4 employer's liability insurance against liability for death and/or bodily injury or illness sustained by employees of the Contractor (and the Contractor will procure that its Sub-Contractors provide employer's liability insurance in respect of their liability to their own employees) arising out of or in the course of their employment in connection with this Contract, with the amount of cover being as required by Applicable Laws;
- 22.1.5 product liability insurance for the sum of not less than forty million pounds sterling (£40,000,000) per Event and not less than eighty million pounds sterling (£80,000,000) in the annual aggregate;
- 22.1.6 business interruption insurance with a minimum per claim limit of indemnity of twenty million pounds sterling (£20,000,000), a minimum aggregate limit of indemnity per year of forty million pounds sterling (£40,000,000) save that, in respect of Catastrophic Exposures, such minimum aggregate limit of indemnity per year will be twenty million pounds sterling (£20,000,000), and a maximum excess occurrence of one hundred and fifty thousand pounds sterling (£150,000) and
- 22.1.7 professional indemnity insurance for the Services under this Contract to a level sufficient to cover the Contractor's liabilities arising under or in connection with this Contract with a limit of indemnity of not less than:
  - 22.1.7.1 ten million pounds sterling (£10,000,000) per claim under a Works Instruction; or
  - 22.1.7.2 other than as set out under **Clause 22.1.7.1**, ten million pounds sterling (£10,000,000) per claim,

whether in relation to the Services or otherwise provided always that:

  - 22.1.7.3 such insurance is in place from the Contract Commencement Date until no less than the later of six (6) years after the completion of all of the Services or, where there is one or more claims in place at the expiry of such six (6) year period then for such time until the claim is settled or damages have been awarded (whether by a Court or an Adjudicator or otherwise);
  - 22.1.7.4 the insurance premiums in respect of the insurance are at all times the responsibility of the Contractor; and
  - 22.1.7.5 if such insurance ceases to be available to the Contractor (and to other contractors engaged in services of a similar size, nature and complexity as the Contractor) at commercially reasonable rates and terms (such non-availability to be confirmed by an independent insurance agent operating in the UK market), excluding any increase in premiums attributable to the actions, omissions, claims record, error or defaults of the Contractor, the Contractor will immediately notify the Client and the Contractor and the Client shall then meet



and the Contractor will outline the steps the Contractor intends to take to manage such risks. If the steps proposed by the Contractor are not reasonably acceptable to the Client, the Parties shall agree an alternative method of managing such risk.

22.2 As soon as reasonably practicable and, in any event, by no later than twelve (12) months following the date of this Contract, the Contractor will, at its own cost, effect and maintain throughout the rest of the Term cyber risk insurance covering Third Party liability and first party loss resulting from a peril and/or Cyber Attack or cyber incident including:

22.2.1 disclosure of confidential or sensitive commercial information or data and/or disclosure of personal data;

22.2.2 a failure in network or computer security;

22.2.3 a breach of privacy or data protection legislation (including the Data Protection Laws);

22.2.4 destruction, corruption or theft of electronic or other information assets and/or Data due to failure of a computer system or network or otherwise; and/or

22.2.5 threats or extortion relating to release of confidential, sensitive or personal information or Data or breach of computer security,

with a minimum per claim limit of indemnity of ten million pounds sterling (£10,000,000), a minimum aggregate limit of indemnity per year of twenty million pounds sterling (£20,000,000) and a maximum excess per occurrence in such sums as may be approved by the Client.

22.3 In respect of each Works Instruction for either Instructed Capital Works or Instructed Ordered Maintenance (as applicable), the Contractor will take out and maintain until the Defects Certificate (as such term is defined in the Capital Works Conditions of Contract) has been issued or termination of the relevant Instructed Capital Works or Instructed Ordered Maintenance (as applicable):

22.3.1 construction all risks insurance against all risks of loss of or damage to any Instructed Capital Works or Instructed Ordered Maintenance (as applicable) (including any temporary works required for the purposes of such Instructed Capital Works or Instructed Ordered Maintenance (as applicable) such as works erected or constructed for the purpose of making possible the erection or installation of Instructed Capital Works or Instructed Ordered Maintenance (as applicable)) and any Plant and Materials (as defined in the Capital Works Conditions of Contract), equipment, temporary buildings and property owned by or supplied by the Client for the full reinstatement value of the Instructed Capital Works or Instructed Ordered Maintenance (as applicable) including the replacement cost of any such Plant and Materials (as such terms are defined in the Capital Works Conditions of Contract) plus the cost of debris removal, professional fees and expediting costs;

22.3.2 insurance against loss of or damage to NEC Equipment (as such term is defined in the Capital Works Conditions of Contract) and/or for any other equipment used by the Contractor in relation to their performance of the Services, in each and every case for their replacement cost.

22.4 The policies of insurance referred to at **Clauses 22.1.2** and **22.3.1** shall:

22.4.1 in the case of the construction all risks insurance be in the joint names of the Client and the Contractor and, in respect of the Contractor's public liability insurance, will contain an indemnity to principal's Clause in favour of the Client;

- 22.4.2 in the case of construction all risks insurance include a waiver by the insurers of their subrogation rights against directors and other employees of every insured except where there is fraud;
- 22.4.3 in the case of the public liability insurance, contain a waiver of subrogation between the Contractor and the Client except where the Client has been recklessly negligent and there is no contributory negligence of the Contractor;
- 22.4.4 in the case of construction all risks insurance provide that the insurers have no right of recourse against any person named as an insured or recognised as such under such insurance; and
- 22.4.5 contain a non-vitiation Clause in a form satisfactory to the Client providing that any act or omission committed by the Contractor will not prejudice the right of the Client to indemnity under any such policy.
- 22.5 The Contractor will effect and maintain any insurances which it is required to provide under this Contract promptly with a reputable insurer or insurers (having a Standard & Poors rating of "A" or above or, if such agency no longer offers such rating, an equivalent rating with an agency of equivalent standing) and authorised to underwrite such risks in the United Kingdom. In the event of an insurer falling below the "A" rating, the Contractor agrees to take steps to rectify at its own cost. The policy or policies of insurance effected will not be subject to the condition of average and the sum insured will not be apportioned as between the several risks comprised in the policy or policies but will apply in full to each and every risk.
- 22.6 Prior to the Contract Commencement Date and whenever so required by the Client, the Contractor will produce to the Client evidence of the insurance policies required under this Contract and payment of all premiums due on each policy. A letter addressed to the Client signed by an insurer or insurance broker of the Contractor which is directly regulated by the UK Financial Conduct Authority (or superseding authority, if applicable) confirming that the Contractor has in place insurance coverage as required under this Contract and setting out the principal terms and exclusions under such cover, all due premiums under such insurance have been paid and that such insurance is in full force and effect will be deemed sufficient evidence with the Client's prior approval.
- 22.7 The Contractor will procure that its Sub-Contractors maintain insurance cover sufficient and appropriate to the Services sub-contracted to them. The Contractor will also be responsible for ensuring that all Sub-Contractors used by the Contractor for the purposes of this Contract are fully insured against all claims in respect of personal injury or death in respect of their employees.
- 22.8 The stipulations contained in this Clause will not be deemed to and will not in any way limit or affect the general liability or responsibility of the Contractor under the provisions of this Contract.
- 22.9 If the Contractor and/or its Sub-Contractor(s) holds in place insurance:
- 22.9.1 which is not specific to this Contract; and/or
- 22.9.2 where the amount of any insurance(s) is or are subject to an aggregate limit,
- then if any significant losses which fall under another contract or other contracts are incurred under such insurance(s) that result in a reduction in the amount of insurances required to be effected under this Contract, the Contractor will promptly:
- 22.9.3 notify the Client that this is the case (but without an obligation to provide the Client with details of any claim); and

- 22.9.4 take all necessary steps to reinstate the levels of insurance(s) which have been (either in whole or in part) utilised by such other contract(s) so that the full coverage required by this Contract is maintained and available.
- 22.10 If the Contractor fails to effect and keep in force the insurances referred to in **Clause 22.1, 22.2 or 22.3** or any other insurance which it may be required to effect under the terms of this Contract then and in any such case the Client may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Client as aforesaid from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- 22.11 The Contractor warrants that nothing has or will be done or be omitted to be done which may result in the insurance policies set out in **Clause 22.1, 22.2 and/or 22.3** being or becoming void, voidable or unenforceable.
- 22.12 The Contractor will provide the Services and perform its obligations under this Contract (including as set out in the Schedules) and ensure the Contractor Personnel, as well as the Contractor's servants or agents carry out their respective obligations in such a manner that all of the requirements, terms, conditions, stipulations and provisos of the insurance required by **Clauses 22.1, 22.2 and 22.3** are at all times fully complied with.
- 22.13 In respect of the insurance the Contractor is required to effect and maintain pursuant to **Clauses 22.1, 22.2 and 22.3**:
- 22.13.1 the Contractor will promptly notify the Client in writing of any claim, event, fact, matter or circumstance which may give rise to the right to make any claim on any insurance;
- 22.13.2 the Contractor will not compromise, surrender, release, settle or waive any claim or potential claim which the Contractor has or may have the right to bring, or has brought, under any insurance without the prior consent of the Client;
- 22.13.3 the Contractor will not:
- 22.13.3.1 in respect of the construction all risks insurance required under **Clause 22.3.1**, by any act or omission exclude, limit, reduce, vitiate, prejudice, lose or forgo any of the Contractor's and/or the Client's rights to make or proceed with a claim against any insurer; and
- 22.13.3.2 in respect of the Contractor's public liability insurance, by any act or omission exclude, limit, reduce, vitiate, prejudice, lose or forgo the beneficiary's rights to make or proceed with a claim against the insurer;
- 22.13.4 if the Contractor is informed that any insurer providing insurance required by this Contract intends to cancel or change any term of any insurance required by this Contract, the Contractor will promptly notify the Client of such intention;
- 22.13.5 the Contractor will promptly notify the Client in writing of any anticipated or actual event or circumstance which may lead or has led to any insurance required by this Contract lapsing or being terminated or the cover under it being reduced or modified;
- 22.13.6 to the extent that the Contractor is entitled to bring any claim or claims under any insurance relating to this Contract then the Contractor will deal with all such claims promptly and diligently and (subject to the requirements of this Contract) in accordance with all insurer requirements and recommendations;
- 22.13.7 the Contractor acknowledges that the Client has the right to control and to supervise all dealings with the press, television, reporters, and any other media in



relation to any incident, event, claim or action arising in connection with this Contract; and

22.13.8 if and to the extent that the Contractor receives payment in respect of any damage or destruction following an insurance claim in respect of damage or destruction of any Site or Equipment (whether Installed Equipment or otherwise) the Contractor will apply the same to remedy the damage or destruction.

22.14 The Contractor will bear the cost of any and all excesses in relation to the insurances required pursuant to this **Clause 22** and any other insurances the Contractor may hold in connection with this Contract.

## 23. COMPLIANCE WITH POLICIES AND LAW

23.1 The Contractor, at no additional cost to the Client:

23.1.1 undertakes to for its own employees and staff, and will procure that all of the Contractor Personnel, comply with all of the Client's then current policies and standards that are relevant to the performance of the Services, (including the Client's workplace harassment policy as updated from time to time and with the Client's Code of Conduct (which is available at [www.tfl.gov.uk](http://www.tfl.gov.uk))) and including the TfL Policies set out in **Schedule 15**, and with **Schedule 23 (Security)** and those policies and standards relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Client for personnel working at the Client's premises or accessing the Client's computer systems, in each case as may be amended from time to time by the Client. The Client will provide the Contractor with copies of such policies and standards upon request;

23.1.2 will provide the Services in compliance with, and the Contractor Personnel shall comply with, all requirements of all Applicable Laws relevant to the Contractor's business and/or the Client's business, from time to time in force which are or may become applicable to the Services. The Contractor will promptly notify the Client if the Contractor is required to make any change (other than to cost which shall not be applicable) to the Services for the purposes of complying with its obligations under this **Clause 23.1.2**;

23.1.3 without limiting the generality of **Clause 23.1.2**, will comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

23.1.4 acknowledges that the Client is under a duty by virtue of a direction under section 155 of the Greater London Client Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:

23.1.4.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

23.1.4.2 eliminate unlawful discrimination; and

23.1.4.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,

and in providing the Services, the Contractor will assist and co-operate with the Client where possible to enable the Client to satisfy its duty;

23.1.5 acknowledges that the Client is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote

equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Contractor will assist and co-operate with Client where possible in satisfying this duty;

- 23.1.6 will comply with the Client's requirements in respect of equality and diversity as set out in **Schedule 12**;
- 23.1.7 will inform the Client forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Employment Equality (Age) Regulations 2006 or the Equality Act 2010;
- 23.1.8 without prejudice to any other provision of this **Clause 23.1** or the Schedules, will comply with any provisions set out in the Schedules that relate to Traffic Management and will comply with the reasonable instructions of a Traffic Manager as may be made available to the Contractor from time to time. For the purposes of this **Clause 23.1.8**, "Traffic Manager" means any traffic manager appointed by a Highway Authority in accordance with section 17 of the Traffic Management Act 2004;
- 23.1.9 will promptly notify the Contractor Personnel, any Sub-Contractors and Indirect Subcontractors and the Client of any health and safety hazards that exist or that may arise in connection with the performance of the Services of which the Contractor is aware or ought reasonably to be aware; and
- 23.1.10 without limiting the generality of **Clause 23.1.2**, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it.

#### **Modern Slavery**

- 23.1.11 In performing its obligations under this Contract, the Contractor will:
  - 23.1.11.1 comply with the Anti-Slavery Policy,
  - 23.1.11.2 comply with, and procure that its Sub-Contractors comply with, the Modern Slavery Act 2015, and
  - 23.1.11.3 unless otherwise agreed in writing by the Client (at the Client's sole and absolute discretion), only procure, and ensure that its Sub-Contractors only procure, labour from a Certified Ethical Labour Provider.
- 23.1.12 Where the Contractor or one or more of its Sub-Contractors are procuring labour from a Certified Ethical Labour Provider in accordance with the Clearview Scheme (or any Alternative Labour Scheme in respect of which audit reports are prepared), the resulting audit reports shall be made available by the Contractor to the Client (at no additional cost) through the Supplier Ethical Data Exchange (Sedex) platform or such other equivalent platform as the Client in its sole and absolute discretion may approve in writing.
- 23.1.13 On each 12 month anniversary of the Contract Commencement Date, the Contractor will submit a report to the Client which confirms that all labour used to provide the Services has been procured from a Certified Ethical Labour Provider and include such evidence as the Client may reasonably require to evidence such compliance.
- 23.1.14 A failure by the Contractor to comply with its obligations under **Clauses 23.1.11 to 23.1.13** (inclusive) shall and shall be deemed to constitute a material breach of this Contract and a substantial failure by the Contractor to comply with its obligations for the purpose of **Clause 91.2** of **Schedule 6** of this Contract.

- 23.1.15 The Client may refuse any labourer employed or engaged by the Contractor and/or by a Sub-Contractor entry onto any Site or onto any property that is owned, occupied or managed by the Client if that labourer has not been procured from a Certified Ethical Labour Provider or if the Client has reasonable grounds to suspect that such employee, contractor or agent has not been procured from a Certified Ethical Labour Provider. Any losses arising from such refusal of entry shall not constitute a compensation event for the purposes of this Contract.
- 23.2 In providing the Services, the Contractor will (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Contractor's activities may impact on the environment) to the need to:
- 23.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
  - 23.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;
  - 23.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
  - 23.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.
- 23.3 The Contractor acknowledges that the Client is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:
- 23.3.1 to have due regard to the impact of crime, disorder and community safety in the exercise of the Client's duties;
  - 23.3.2 where appropriate, to identify actions to reduce levels of crime and disorder; and
  - 23.3.3 without prejudice to any other obligation imposed on the Client, 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 Contract, the Contractor will assist and co-operate with the Client, and will use reasonable endeavours to procure that its Sub-Contractors and Indirect Subcontractors observe these duties and assist and co-operate with the Client where possible to enable the Client to satisfy its duty.
- 23.4 The Client's Harassment, Bullying and Discrimination Policy as up-dated from time to time ("**Anti-Discrimination Policy**"), copies of which are available on request from the Client, requires the Client's own staff and those of its direct and indirect sub-contractors (including the Sub-Contractors and the Indirect Subcontractors) to comply fully with the Anti-Discrimination Policy to eradicate harassment in the workplace. The Contractor will:
- 23.4.1 ensure that its staff, and those of its direct and indirect Sub-Contractors who are engaged in the performance of the Contract are fully conversant with the requirements of the Anti-Discrimination Policy;
  - 23.4.2 fully investigate allegations of workplace harassment in accordance with the Anti-Discrimination Policy; and
  - 23.4.3 ensure that appropriate, effective action is taken where harassment is found to have occurred.



24. **CORRUPT GIFTS AND PAYMENTS OF COMMISSION**

- 24.1 The Contractor will not, and will ensure that the Contractor Personnel, its agents, Sub-Contractors and Indirect Subcontractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of the Client or any member of the TfL Group nor any other Service Recipient nor favour any employee, officer or agent of the Client or any member of the TfL Group nor any other Service Recipient with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of the Client or any member of the TfL Group nor any other Service Recipient other than as a representative of the Client, without the Client's prior written approval.
- 24.2 If any fraudulent activity comes to the attention of the Contractor in relation to this Contract the Contractor will notify the Client by the most expeditious means available. The Contractor will co-operate with the Client in the investigation of any fraudulent activity and implement any changes in the procedures or working practices employed under this Contract as may be necessary to ensure that the likelihood or opportunity for a recurrence of such fraud is minimised. The Contractor will ensure that no fraudulent activity is committed by the Contractor, its agents, employees, Sub-Contractors or Indirect Subcontractors.
- 24.3 The Client will have the right to audit any and all such records necessary to confirm compliance with **Clause 24.1** at any time during performance of this Contract and during the six (6) year period following expiry or termination of this Contract. Breach of **Clause 24.1** will entitle the Client to terminate this Contract and any other contracts between the Contractor and the TfL Group forthwith.
- 24.4 In the event of any breach of this **Clause 24** by the Contractor the Client and the other Service Recipients (as applicable) will be entitled to recover any loss, liability or damage incurred or suffered as a result of the breach of this Clause by the Contractor.

25. **SUB-CONTRACTING AND CHANGE OF OWNERSHIP**

- 25.1 The Client has consented to the engagement of each Permitted Sub-Contractor identified in **Schedule 11**, provided that the Contractor complies with the requirements set out in this **Clause 25** and further provided that the Client may withdraw its consent at any time in its absolute discretion.
- 25.2 Other than in respect of each Permitted Sub-Contractor, the Contractor will not sub-contract all or any part of the Services nor this Contract without the prior written consent of the Client which may be refused or granted subject to such conditions as the Client sees fit. In applying for the Client's prior written consent, the Contractor will provide the Client with details of the relevant Sub-Contractor and that part of the Services to be sub-contracted, as applicable, together with such other information as the Client may require.
- 25.3 Where the Contractor sub-contracts all or any part of the Services to any person, the Contractor will:
- 25.3.1 comply with the requirements set out in **paragraphs 1.15, 1.16 and 1.17 of Part 1 of Schedule 3**;
  - 25.3.2 ensure that such person is obliged to comply with all of the obligations and duties of the Contractor under this Contract insofar as they relate to the Services or part of them (as the case may be) which that Sub-Contractor is required to provide;
  - 25.3.3 be responsible for payments to that person;
  - 25.3.4 remain solely responsible and liable to the Client for any act or omission, breach of this Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any Sub-Contractor to the same extent as if such act, omission, breach, performance, non-performance, part-performance or delay in performance had been carried out by the Contractor;

- 25.3.5 on or before the Contract Commencement Date, notify the Client in writing of the name, contact details and details of the legal representatives of any such Sub-Contractor (of any tier), to the extent that such information has not already been provided by the Contractor to the Client under this Contract;
- 25.3.6 promptly notify the Client in writing of any change to the information notified under **Clause 25.3.5** and provide in writing the name, contact details and details of the legal representatives of each such Sub-Contractor (of any tier) who is engaged after the Contract Commencement Date;
- 25.3.7 without prejudice to the provisions of **Clause 23.4**, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such Sub-Contractor;
- 25.3.8 ensure that each Sub-Contract will be subject to the following conditions:
  - 25.3.8.1 if the Sub-Contract involves Processing of Personal Data, **Clauses 43 and 45 and Part B of Schedule 20 (Special Conditions)** will apply and the Sub-Contract will contain the same provisions within it;
  - 25.3.8.2 in relation to Key Sub-Contractors, **Schedule 20 (Special Conditions)** and **Schedule 23 (Security)** will apply and the Sub-Contract will contain provisions equivalent to those set out in such Schedules and, in relation to other Sub-Contractors (subject to an absolute obligation in relation to Part B in accordance with **Clause 25.3**), the Contractor will use reasonable endeavours to procure compliance with the provisions of this sub-Clause;
  - 25.3.8.3 in relation to Key Sub-Contractors, each Sub-Contract containing a term prohibiting the Sub-Contractor from subcontracting, delegating or otherwise dealing with any of its rights or obligations under the Sub-Contract (or otherwise) and, in relation to other Sub-Contractors, the Contractor will use reasonable endeavours to procure compliance with the provisions of this sub-Clause;
  - 25.3.8.4 in relation to Key Sub-Contractors, each Sub-Contract containing a term granting the Client rights to enforce that contract in accordance with the Contracts (Rights of Third Parties) Act 1999 and, in relation to other Sub-Contractors, the Contractor will use reasonable endeavours to procure compliance with the provisions of this sub-Clause; and
  - 25.3.8.5 in relation to Key Sub-Contractors, each Sub-Contract containing provisions and Clauses giving materially the same protection in relation to **Clause 23** (Compliance with Policies and Law); **Clause 24** (Corrupt Gifts and Payments of Commission); **Clause 30** (Service Suspension); **Clause 31** (Step-In); **Clause 38** (Business Continuity); **Clause 40** (Confidentiality and Transparency); **Clause 41** (Announcements); **Clause 44** (Intellectual Property Rights); the applicable parts of **Schedule 13 (Business Continuity and Disaster Recovery)**, **Schedule 20 (Special Conditions)** and any and all applicable policies of the Client and, in relation to other Sub-Contractors, the Contractor will use reasonable endeavours to procure compliance with the provisions of this sub-Clause; and
- 25.3.9 include a term in each Sub-Contract (of any tier):
  - 25.3.9.1 requiring payment to be made by the Contractor or (in respect of a Sub-Contract below the first tier) the payer under the relevant sub-

contract, to the Sub-Contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the Sub-Contract requirements;

- 25.3.9.2 a requirement that any invoices for payment submitted by the Sub-Contractor are considered and verified by the Contractor, or (in respect of a Sub-Contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so will not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the Sub-Contract requirements;
- 25.3.9.3 entitling the Contractor or (in respect of a sub-contract below the first tier) the payer under the relevant Sub-Contract to terminate that Sub-Contract if the relevant Sub-Contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and
- 25.3.9.4 a requirement that the Sub-Contractor includes a provision having the same effect as **Clause 25.3.9.3** above in any Sub-Contract it awards.
- 25.3.10 within 10 days of entering into a Sub-Contract, provide the Client with a certified copy of the relevant Sub-Contract; and
- 25.3.11 not alter, waive, vary, or depart from any terms of the relevant Sub-Contract without the Client's prior approval in all circumstances where: (i) such Sub-Contract(s) is or are a Key Subcontract(s); (ii) such Sub-Contract(s) relates to or involves the sub-contracting of a material part of the Services or is or are otherwise material in nature; or (iii) such Sub-Contract(s) involve the relevant Sub-Contractor(s) processing or handling Personal Data and/or Confidential Information.
- 25.4 Without prejudice the generality of this **Clause 25**, where the Contractor sub-contracts all or any part of the Services to Key Sub-Contractor, the Contractor will,
  - 25.4.1 if so required by the Client, procure that such Key Sub-Contractor enters into a collateral warranty agreement in favour of a Beneficiary (as specified by Client) in the form set out in **Schedule 30**; and
  - 25.4.2 comply with the requirements set out in **paragraphs 1.15, 1.16 and 1.17 of Part 1 of Schedule 3**.
- 25.5 The Contractor will give notice to the Client within ten (10) Business Days where:
  - 25.5.1 there is any change in the ownership or control of the Contractor where such change relates to 50% or more of the issued share capital of the Contractor;
  - 25.5.2 there is any change in the ownership or control of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company; and
  - 25.5.3 (in the case of an unincorporated contractor) if there is any change in the management personnel of the contractor, which alone or taken with any other change in management personnel not previously notified to the Client, equates to a change in the identity of 50% or more of the management personnel of the contractor.
- 25.6 Upon the occurrence of any of the events referred to at **Clause 25.5**, the Client will have the right to terminate this Contract by giving not less than three (3) months' but not more than eighteen (18) months' written notice to the Contractor to be served within sixty (60) Business Days of receipt of the Contractor's notice to the Client under **Clause 25.5**, save that the Client



will not be entitled to exercise this right to terminate if it has given its prior written consent to such change. The Client's costs in executing any assignments, novations and/or other transfer document(s) as a result of such change will be fully reimbursed by the Contractor.

25.7 Without prejudice to the other provisions of this Contract, for all new Sub-Contracts in respect of Key Sub-Contractors entered into by Contractor and/or dedicated to Client and/or a Service Recipient, the Contractor will ensure that each Sub-Contract contains a right for the Sub-Contract to be novated without charge and contains a term granting Client and the applicable Service Recipient(s) the right to enforce that contract in accordance with the Contracts (Rights of Third Parties) Act 1999. If and where such rights are not possible to obtain, the Contractor will advise the Client prior to entering into such Sub-Contract and provide the Client with an option to confirm in writing it is acceptable to waive this requirement for the particular Sub-Contract.

25.8 Without prejudice to the other provisions of this Contract, for all new Sub-Contracts entered into by Contractor and not dedicated to Client and/or a Service Recipient, where reasonably possible (with the Contractor using all reasonable endeavours), the Contractor will ensure that each Sub-Contract contains a right for the applicable services under the Sub-Contract to be novated without charge. If and where such right are not possible to obtain, the Contractor will advise the Client prior to entering into such Sub-Contract.

## 26. **CONTRACTOR PERSONNEL**

### 26.1 **General**

The Contractor will:

26.1.1 provide all Contractor Personnel as is necessary for the proper performance of the Services and its obligations in accordance with the terms of this Contract;

26.1.2 ensure that all Contractor Personnel are suitably skilled, qualified and experienced (and that they will be available at such times as are necessary), and possesses all required work permits, to perform the Services and its obligations in accordance with the Performance Measures, the terms of this Contract and all Applicable Laws;

26.1.3 ensure that all continuing checks are made and documents obtained and/or verified as required by law or the United Kingdom Border Agency to demonstrate the continuing right of Contractor Personnel to work in the United Kingdom;

26.1.4 ensure that all Contractor Personnel will at all times uphold the good name and reputation of the Client and their respective services and act in a manner that is appropriate given that good name and reputation;

26.1.5 individually assess all Contractor Personnel to ensure that such persons are:

26.1.5.1 diligent, careful, honest, skilled, competent and experienced in the work which they are to perform in connection with the Services and at all times remain so;

26.1.5.2 properly supervised and sufficiently trained, and informed about:

(a) the Services to be provided;

(b) the duty or duties which that person has to perform in relation to those Services and this Contract;

(c) any aspect of the Performance Measures or other terms of this Contract which are or may be relevant to the duties to be performed by the Contractor Personnel;

- (d) all relevant rules, procedures and statutory and regulatory requirements concerning health and safety and safety at work; and
  - (e) the need to observe the highest standards of integrity, courtesy and consideration in the performance of their duties; and
- 26.1.6 ensure that all Contractor Personnel who undertake the Services are, where appropriate, accredited as relevant under the Highway Electrical Capital Works sector scheme administered by the Association of Street Lighting and Electrical Contractors or such replacement scheme from time to time;
- 26.1.7 ensure that all Contractor Personnel are equipped with sufficient communications and other equipment and spares so that they can carry out the Services in a proficient and safe manner;
- 26.1.8 give the Client, if so requested, full particulars of all persons who are or may be at any time employed or otherwise engaged on this Contract; and
- 26.1.9 pay to the Contractor Personnel not less than the amounts declared to the Client (if any) as part of the tender process for this Contract and not less than the amounts to which the Contractor Personnel are contractually entitled.
- 26.2 For the avoidance of doubt, it is not the intention of the Parties that any member of the TfL Group will be the employer of any of the Contractor Personnel by virtue of the provision of the Services and the performance of obligations under the Contract and the Contractor will be responsible for making, or procuring the making of, appropriate deductions for tax and national insurance contributions from the remuneration paid to the Contractor Personnel.
- 26.3 Without prejudice to any of the Client's other rights, powers or remedies, the Client may (without liability to the Contractor) deny access to Contractor Personnel to any premises operated by or on behalf of the Client or any other Service Recipient and/or require that any Contractor Personnel be immediately removed from performing the Services if such Contractor Personnel in the Client's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Client will notify the Contractor of such denial and/or requirement in writing and the Contractor will comply with such notice and provide a suitable replacement (with the Client's prior consent in the case of Key Personnel).
- 26.4 Notwithstanding **Clause 26.1**, the Contractor will indemnify the Client and the other Indemnified Parties from and against all Losses which the Client or any of the Indemnified Parties incur or suffer in relation to the Contractor Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Contractor to comply with **Clause 26.1**.
- 26.5 The Contractor will pay to the Contractor Personnel not less than the amounts declared to the Client (if any) as part of the tender process for the Contract and not less than the amounts to which the Contractor Personnel are contractually entitled.
- 26.6 **Training**
  - 26.6.1 Subject to **Clause 14.4**, the Contractor will, at its own expense, provide or procure the provision of training for the Contractor Personnel in respect of all aspects of its performance of this Contract and will ensure that the Contractor Personnel continue to receive adequate future development training to keep up to date with all relevant technical developments and innovations in the fields relevant to the Contract.

- 26.6.2 Without prejudice to the Contractor's other obligations under this Contract, where training of any or all of the Contractor Personnel is required for the purposes of performance of this Contract, the Contractor will not assign any of the Contractor Personnel to the performance of this Contract unless and until the Contractor Personnel have satisfactorily completed such training.

**26.7 Removal and Replacement of Contractor Personnel**

- 26.7.1 Following written notice from the Client, the Contractor will (and will procure that its Sub-Contractors will), subject to its responsibilities in relation to exit including under **Clause 26.7.2 and Schedule 10**, immediately remove from any involvement in or responsibility for the provision of the Services any Contractor Personnel who, in the reasonable opinion of the Client:

- 26.7.1.1 does not fulfil any of the conditions set out in **Clause 26.1**;
- 26.7.1.2 is persistently not performing his or her role in respect of the provision of the Services properly, efficiently or effectively; and/or
- 26.7.1.3 is, for any other reason, unacceptable or inappropriate for the provision of the Services or association with the Client.

- 26.7.2 The Contractor will (and will procure that each of its Sub-Contractors will):

- 26.7.2.1 following the removal of any of the Contractor Personnel, ensure such person is replaced promptly with another person with the necessary training, experience and skills to perform the Services in accordance with this Contract;
- 26.7.2.2 if any Contractor Personnel are replaced ensure 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 Contractor Personnel to the replacement Contractor Personnel;
- 26.7.2.3 ensure that all Contractor Personnel who cease to be engaged in the performance of the Services (for any reason) return all Confidential Information held by them to the Contractor or the Client (as appropriate); and
- 26.7.2.4 bear all costs associated with effecting the replacement of any Contractor Personnel (including any required to be removed by the Client under **Clause 26.7.1**).

**26.8 Offers of Employment (Non-Solicitation)**

For the duration of this Contract and for a period of 12 months after expiry or termination of this Contract, the Contractor will not employ any Client or Service Recipient employees who have been associated with the provision of the Services by the Contractor without the Client's prior written consent. Any breach of this **Clause 26.8** shall render the Contractor liable to pay to the Client a sum equal to the basic salary payable to the employee by the Contractor during the first 12 months of new employment.

**Employment Status**

- 26.9 The Contractor represents and warrants to the Client that:

- 26.9.1 it is UK tax resident and/or has a place of business in the UK; and
- 26.9.2 it will not be regarded as an Intermediary and no individuals who are or will be involved in the provision of the Services will be engaged via an Intermediary.



- 26.10 The Contractor will:
- 26.10.1 comply with its obligations under IR35 and will procure that all members of the Labour Supply Chain comply with their obligations under IR35;
  - 26.10.2 inform the Client if any representation and/or warranty in **Clause 26.9** is or becomes incorrect in any respect upon the Contractor becoming aware of the same; and
  - 26.10.3 promptly provide all information and assistance to the Client to assist the Client in complying with any obligations it may have under IR35 or dealing with any claim, assessment or enquiry raised by HMRC in relation to the provision of the Services.
- 26.11 The Contractor represents and warrants on the date that it provides information to the Client under **Clause 26.10.3** that:
- 26.11.1 that information is true, accurate and complete; and
  - 26.11.2 it has taken all proper and necessary steps to verify that information where it originates from a person other than the Contractor.
- 26.12 If, in relation to any individual involved in the provision of the Services, the Client becomes liable to pay any amount of income tax, National Insurance contributions or Apprenticeship Levy under IR35 as a result of any act, omission or default of the Contractor or of any member of the Labour Supply Chain, the Contractor will take or procure the taking of all necessary action to ensure that the Client ceases to be responsible for such liabilities as soon as practicable.
- 26.13 In addition to and without limiting its other rights or remedies, if the Client becomes liable to pay any amount of income tax, National Insurance contributions or Apprenticeship Levy under IR35 in relation to any individual involved in the provision of the Services, the Client will have the right to recover from the Contractor, to the extent permitted by law, any amounts which the Client is required to pay under IR35 by way of deduction from the amount of any fees or charges payable by the Client to the Contractor (and whether by set-off or otherwise) or, if no such fees or charges are due, as a debt due within 30 Business Days.
- 26.14 The Contractor will not include in any Charges payable under this Contract any cost or expenses whatsoever relating to IR35 compliance. The Client may deduct from any Charges payable under this Contract any amount it determines to be its or any member of the TfL Group's costs in complying with IR35.
- 26.15 Without prejudice to **Clause 43**, if the Client and the Contractor process Personal Data in relation to compliance with their respective obligations under IR35 in connection with this Contract, each will be a separate Controller in respect of such processing.

## 27. **EMPLOYEES AND PENSIONS**

Both Parties will comply with the provisions of **Schedule 9 (Employees and Key Personnel)** in respect of employment matters, TUPE and pensions. **Schedule 9** shall be deemed to be a material term of this Contract.

## 28. **OPERATIONAL MANAGEMENT**

- 28.1 The Client authorises the Project Managers to act as the Client's representatives for the purposes of this Contract and the Contractor will deal with the Project Managers (or his or her nominated representative or assistant) in respect of all matters arising under this Contract unless notified otherwise in writing.
- 28.2 The Contractor will appoint a Contract Manager. The appointee will have extensive relevant experience, a significant part of which will be in the maintenance of equipment which is the same

as the Installed Equipment and in capital works of a similar nature to the Capital Works and the Ordered Maintenance. The Contract Manager will be available during each Business Day to oversee the Services and the Contractor's obligations under this Contract as well as to deal with incidents and problems as they arise. The Contractor will ensure that it maintains in place a deputy with similar working knowledge who will be available to deputise when the Contract Manager is absent or otherwise unavailable.

28.3 Without prejudice to **Schedule 8**, the Contractor will deal with the Client's Project Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except in relation to legal matters (where the Client's lawyers may additionally or separately deal) or save as otherwise notified by the Client from time to time

28.4 The Contractor will ensure at all times that:

28.4.1 a competent and experienced person is appointed to act as the Contractor's representative for Instructed Capital Works and Instructed Ordered Maintenance; and

28.4.2 a different competent and experienced person is appointed to act as the Contractor's representative for Maintenance.

In each case, such Contractor's representatives may, after notifying the Client and the Project Manager, delegate any of their actions to someone of similar experience and may cancel any delegation. A reference to an action of the Contractor's representative(s) in this Contract includes an action by his delegate.

28.5 During the Term, the Contractor will submit to the Client for approval the curriculum vitae of any new personnel the Contractor wishes to employ as the Contractor's Contract Manager or either of the representatives mentioned in **Clause 28.2** or, in ease case, their deputy. The Client's approval of such individuals proposed will not be unreasonably withheld.

28.6 The Contractor will comply with the provisions in relation to contract management as are set out in **Schedule 8**, including the requirements for meetings, reporting and documentation.

28.7 The Contractor will additionally and promptly provide to the Client such additional reports as the Client may reasonably request in relation to the provision of the Services and in such format as reasonably required by the Client from time to time.

## 29. ACCESS TO PREMISES

29.1 This **Clause 29** is without prejudice to the provisions of **Schedule 16** which shall take precedence in relation to the particular subject matter set out in such Schedule to the extent of any inconsistency.

29.2 The Contractor will provide a list of the names and addresses of all Contractor Personnel who may, in the performance of this Contract, require access to any Client Controlled Premises, specifying the capacity in which they are acting and giving such other particulars as the Client may reasonably require. The Contractor acknowledges that security clearance will be required for any Contractor Personnel to enter on certain of such premises as may be notified in writing by the Client to the Contractor and that such clearance will take a period of time to obtain and undertakes to have procedures in place to ensure that it has sufficient staff having the necessary security clearances to perform any Services and the Contractor's obligations under the Contract and comply with its obligations under this Contract at all times and prior to any required implementation dates and to ensure that such staff carry any identity passes issued to them by the Client and comply with such health and safety and security policies as may be notified to the Contractor from time to time.

29.3 Any access to any Client Controlled Premises or other Service Recipients' premises and/or Client assets made available to the Contractor in connection with the proper performance of this Contract will be used by the Contractor solely for the purpose of performing the Services



during the Term in accordance with this Contract provided, for the avoidance of doubt, that the Contractor will be responsible for its own costs of travel including any congestion charging and/or low emission zone charging.

- 29.4 While on the Client Controlled Premises, the Contractor will:
- 29.4.1 comply with all of the Client's policies and standards that are relevant to the provision of the Services and this Contract, including those relating to safety, security, business ethics, responsible procurement, workplace harassment, drugs and alcohol and illegal substances and any other on site regulations specified by the Client for personnel working at such premises or accessing the Client's computer systems (including those set out in **Schedule 15 (TfL Policies)** and **Schedule 23 (Security)**), in each case as may be amended from time to time by the Client, and will procure that all of the Contractor Personnel, Sub-Contractors and Indirect Subcontractors will likewise comply with such requirements;
  - 29.4.2 have the use of the Client Controlled Premises as licensee and will not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of the Client Controlled Premises;
  - 29.4.3 ensure that the Contractor Personnel carry any identity passes issued to them by the Client at all relevant times;
  - 29.4.4 not damage the Client Controlled Premises or any assets on such premises;
  - 29.4.5 vacate the Client Controlled Premises upon the termination or expiry of this Contract or at such earlier date as the Client may determine including in circumstances related to **Clause 30** or **31**; and
  - 29.4.6 immediately return to the Client in good working order and satisfactory condition (in the reasonable opinion of the Client) all Client assets used by the Contractor or the Contractor Personnel in the performance of the Services.
- 29.5 The Contractor indemnifies the Client and the other Indemnified Parties from and against all Losses suffered or incurred by the Client (or any member of the TfL Group or other Service Recipient), as a result of the Contractor's presence on the Client Controlled Premises] or breach of **Clause 29.4**.
- 29.6 Upon request, the Client will provide the Contractor with copies of any rules and procedures referred to in **Clause 29.4.1** that relate to the Client Controlled Premises and will afford the Contractor with an opportunity to inspect the Client's physical security arrangements.
- 29.7 The Client reserves the right under this Contract to refuse to admit to the Client Controlled Premises any of the Contractor Personnel, whose admission would be, in the reasonable opinion of the Client, undesirable.
- 29.8 All Contractor equipment and materials which are on the Client Controlled Premises and which are provided by or on behalf of the Contractor will stand at the risk and be in the sole charge of the Contractor.
- 29.9 The Client will be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Contractor except as may be expressly set out in this Contract.
- 29.10 Nothing in this **Clause 29** will create or be deemed to create the relationship of landlord and tenant in respect of any Client Controlled Premises between the Contractor and the Client (or any member of the TfL Group).
- 29.11 This **Clause 29** shall apply mutatis mutandis in respect of other Service Recipients' premises and assets.



30. **SUSPENSION OF THE SERVICES**

30.1 Without prejudice to any other rights or remedies which the Client may have under this Contract or otherwise, if the Contractor is in default in one or more of the following respects:

- 30.1.1 it fails to proceed regularly and/or diligently with the Services;
- 30.1.2 it is unable to or fails to comply with the requirements of the Statement of Requirements; or
- 30.1.3 it is unable to respond to any emergency call out or a request for Emergency Maintenance in the time and manner stipulated in this Contract; or
- 30.1.4 one of the circumstances in **Clause 31** applies (unless the Client chooses to exercise its rights under **Clause 31** instead of/as well as this suspension right),

then the Project Manager may give the Contractor notice in writing (or, in an emergency, oral notice) specifying the default and a time period for remedying the default and if the Contractor fails to remedy the default within the specified time, the Client may suspend any part or the whole of the Services (the "**Ring-fenced Services**") until such time as it considers the Contractor is once again in a position to execute the same (the "**Suspension Period**") and may employ a Third Party Supplier to carry out and perform and/or complete the Ring-fenced Services for the Suspension Period. During the Suspension Period, the Contractor will make the following available to the Client for the Client, the Service Recipients, Third Party Suppliers and the Client's and/or its Service Recipients' agents to use:

- (i) plant, tools and software (which software shall include the Contractor providing the Client, the Service Recipients, Third Party contractors and the agents with copies of the software which the Contractor would use or have used for configuring, testing, running diagnostics, connecting to and/or auditing and/or supporting Equipment as well as connecting to other infrastructure and systems of the Client and the Service Recipients, software in any interfaces, documentation and any manuals relating to the Equipment), all of which will be made available without charge; and
- (ii) spares (including Authority Spares) in the Contractor's possession, Authority Furnished Assets (in the Contractor's possession) equipment, Contractor's premises (provided that use of Contractor's Premises as may be necessary for use of the items in **Clause 30.1.4(i)** above shall be without charge), Contractor Personnel, goods and materials intended for, delivered to and placed on the Site in connection with the Ring-fenced Services and/or which was to be used or would reasonably be needed to be used by a Third Party Supplier, Client, the Service Recipients and/or their agents to provide the Services and anything else reasonably required by the Client. In relation to the items mentioned in this **Clause 30.1.4 (ii)**, these shall be made available at a reasonable cost to the Client.

Items in **Clauses 30.1.4 (i)** and **(ii)** above shall together be considered to be the Contractor's "**Suspension Resources**". The Contractor's Suspension Resources may be used as required by the Client, the Service Recipients and their agents and the Third Party Suppliers whether virtually and/or from any of the Contractor Premises at the Client's discretion.

The Contractor agrees to make the Suspension Resources required by the Client under **Clause 30.1.4 (i)** or **(ii)** above immediately available for use and, where there is a charge to be paid under **Clause 30.1.4 (ii)** then the discussion and agreement as to the charges due shall not prejudice the Contractor's obligation to make those Suspension Resources immediately available whilst such discussions are taking place.

30.2 The Contractor will allow the Client to set off or, at the Client's requirement, pay the Client the amount of any Loss caused to the Client under this **Clause 30** and the Client may inspect the Third Party's work, witness any test and, if required, the Contractor may be required by the Client to make recommendations to assist.

- 30.3 Where part of the Services are suspended in accordance with this **Clause 30**, the Contractor will be relieved from performance of such part but shall continue to provide the remaining Services, providing that its ability to do so is not impeded by such suspension, and in the event of such an impediment the Contractor will give the Client prompt notice in writing of the impediment (and all relevant details of such impediment) and shall provide reasonable cooperation and assistance to help remove such impediment as may be required by the Client.
- 30.4 The Contractor will promptly, where possible, remedy any and all acts and/or omissions which led to suspension of part or the whole of the Services.
- 30.5 Where the Client, acting reasonably, is satisfied that the Contractor will be able to provide again the Ring-fenced Services to the Client's satisfaction, the Client may cease suspension by giving not less than five (5) Business Days' written notice to the Contractor. The Contractor will resume provision of the Ring-fenced Services at the date and time specified in such notice. The Contractor may request and the Client agrees to provide and have relevant Third Party Suppliers provide any reasonable cooperation requested by the Contractor in writing to enable the Contractor to resume the Ring-fenced Services provided sufficient notice is given for the request.
- 30.6 As an alternative to **Clause 30.5**, if the Contractor is able to remedy the relevant event and/or omission leading to such suspension and/or to successfully put in place arrangements to ensure that it does not recur, then the Contractor may itself serve notice (a "**Resumption Notice**") on the Client requesting that the Contractor resume provision of the Ring-fenced Services. The Contractor will provide the Client with all information that the Client reasonably requires to verify that the Contractor will be able to provide the Ring-fenced Services to the Client's reasonable satisfaction and ensure proper and sustained compliance with all Performance Measures and other provisions set out in this Contract. If the Client, acting reasonably, is satisfied that the Contractor will be able to provide all of the Ring-fenced Services to the Client's satisfaction, the Client will serve not less than five (5) Business Days' written notice (a "**Re-commencement Notice**") requiring the Contractor to resume provision of the Ring-fenced Services and at the date and time specified in that notice and the Contractor will resume provision of the Ring-fenced Services in accordance with such notice. If the Client has not served a Re-commencement Notice within ten (10) Business Days, then if the Client is not satisfied the Contractor can resume provision of the Ring-fenced services as set out in this Clause then **Clauses 30.3 to 30.5** (inclusive) shall be reapplied, mutatis mutandis (with the necessary changes). In the event of any disagreement as to the capability of the Contractor to resume provision of the suspended Services, then either the Client or the Contractor may refer the matter to the Dispute Resolution Process.
31. **STEP-IN AND RIGHT TO TRANSFER SERVICES TO ONE OR MORE THIRD PARTY SUPPLIERS (INCLUDING LOT 7 PROVIDERS)**
- 31.1 In the event that a Temporary Re-allocation Trigger occurs, then without prejudice to the Client's other rights and remedies, the Client will have the right, at the Client's option, to either:
- 31.1.1 temporarily suspend the provision of Ordered Maintenance, Capital Works and/or future Ordered Maintenance and/or Capital Works by the Contractor under this Contract in respect of the relevant affected Contract Area(s) by serving a Notice to the Contractor confirming the same (a "**Lot 7 Notice**") and temporarily re-allocate such Ordered Maintenance, Capital Works and/or future Ordered Maintenance and/or Capital Works in accordance with the provisions of this **Clause 31** ("**Temporary Re-allocation**"); or
- 31.1.2 exercise its rights to step-in in accordance with **Clause 31.5** ("**Step-In**") by serving a Notice on the Contractor confirming the same (a "**Step-In Notice**").
- 31.2 In the event a Permanent Re-allocation Trigger occurs, then without prejudice to the Client's other rights and remedies, the Client will have the right, at the Client's option, to:



- 31.2.1 elect for the Permanent Re-allocation Trigger to be treated as a Temporary Re-allocation Trigger for the purposes of this **Clause 31** and therefore to exercise the rights set out in **Clause 31.1**; or
- 31.2.2 permanently re-allocate all (a) the Capital Works; (b) Ordered Maintenance; (c) Regular Maintenance; and/or (d) Works and Services together, in each case whether current or future (at the Client's election), in respect of the relevant affected Contract Area(s) to a Lot 7 Provider or another Third Party Supplier by serving a Notice confirming the same (also a "**Lot 7 Notice**"). A permanent re-allocation will be effected by the Client entering into a new agreement with a Lot 7 Provider and/or utilising an existing or new agreement with a Third Party Supplier (at the Client's option) in accordance with the provisions of this **Clause 31** ("**Permanent Re-allocation**") and terminate this Contract in whole or in part (as applicable) in accordance with **Clause 32.1.6**.
- 31.3 If a Re-allocation Trigger occurs and the Client wishes (at its discretion) to take action as permitted by **Clause 31.1** or **31.2**, then the following provisions will apply as set out in this **Clause 31** below. For the avoidance of doubt, a part of the Services for the purposes of this **Clause 31** may include Regular Maintenance, Capital Works, Ordered Maintenance, Proposed Ordered Maintenance, Proposed Capital Works and/or any and all other Works and/or Services and the Client may, where a Re-allocation Trigger is applicable to both Contract Areas, exercise its rights under this **Clause 31** in respect of either or both Contract Areas, at its discretion.
- 31.4 The Client will, save in respect of Emergency Maintenance or other emergency (where the Client does not need to provide notice in advance), provide either a Step in Notice or a Lot 7 Notice to the Contractor in writing, which in each case may be immediate or on such longer notice as the Client wishes to give (as specified in the relevant notice), setting out the following:
- 31.4.1 the action it wishes to take;
- 31.4.2 the trigger leading to such action;
- 31.4.3 the date it wishes to commence such action (which may be the date of the notice or on later notice); and
- 31.4.4 whether it is a Temporary Re-allocation or a Permanent Re-allocation and in the case of a Temporary Re-allocation the time period which it believes will be necessary for such action (if known, but which may be extended at Client's option).
- 31.5 Where a Step-In Notice is served or a Lot 7 Notice is served as a result of a Temporary Re-allocation Trigger, the Client will have the right to temporarily re-allocate all Proposed Capital Works and/or new Capital Works and/or Ordered Maintenance in respect of the applicable Contract Area(s) (at its option and as detailed in the relevant notice) ("**Step-In Services**"), from the date specified in the relevant notice to a Lot 7 Provider (or such other Third Party as selected by the Client) and the Contractor will not be permitted to re-perform such Works or Services until the Client is satisfied that the Contractor has fully rectified the event or circumstances which gave rise to the Temporary Re-allocation Trigger or such other period set out in this **Clause 31** (in each case as confirmed by the Client in writing).
- 31.6 In the event that the Client wishes to exercise its right to permanently re-allocate by virtue of a Permanent Re-allocation Trigger occurring, then the Client will serve a Lot 7 Notice to the Contractor setting out the details of the relevant Permanent Re-allocation Trigger, and the date on which all Works and Services in relation to the relevant Contract Area(s) will be permanently re-allocated from the Contractor to a Lot 7 Provider or another Third Party.
- 31.7 Following receipt of a Lot 7 Notice pursuant to a Permanent Re-allocation Trigger, the Contractor will comply with the provisions of **Clause 33.3** and **33.6** (Consequences of Termination), and such other reasonable requirements of the Client, in handing over the



provision of the Works and Services in respect of the relevant Contract Area(s) to a Lot 7 Provider or another Third Party nominated by the Client.

31.8 Whether a Re-allocation is permanent or temporary or by virtue of Step-In, the Contractor will take such action set out under this **Clause 31** as is notified by the Client and the Contractor will give all reasonable assistance to the Client and/or such Third Parties at the Contractor's own cost. This will include the Client (and/or one or more Third Parties nominated by the Client or the Lot 7 Provider(s) as applicable) being able to avail itself of and use the following (without charge save where stated below):

31.8.3 all plant, tools, software, protocols and APIs (which software shall include the Contractor providing the Client, the Service Recipients, third party contractors and the agents with copies of the software which the Contractor would use or have used for configuring, testing, running diagnostics, connecting to and/or auditing Equipment as well as connecting to other infrastructure and systems of the Client and the Service Recipients, intellectual property, software in any interfaces, documentation and any manuals relating to the Equipment) and documentation, all of which will be made available without charge;

31.8.4 spares, Equipment, Authority Furnished Assets, Authority Spares, Reliance Contracts, Manufacturer Warranties, dedicated contracts, and to be able to access the Contractor's premises (provided that use of Contractor's Premises as may be necessary for use and storage of the items referenced above shall be without charge (save that any Equipment will be payable by Client at cost if required and not already paid for by Client)), goods and materials intended for, delivered to and placed on a Site in connection with the Services and/or which was to be used or would reasonably be needed to be used by a Third Party to provide the Step-In Services and/or the Works and Services permanently re-allocated pursuant to this **Clause 31**; and

31.8.5 access to Contractor Personnel and documentation for the purposes of providing an adequate handover and continuity as well as anything else reasonably required by the Client.

The items in this **Clause 31.8** above shall together be considered to be the Contractor's "**Resources**". The provisions set out in **Schedule 3** shall also apply where relevant.

31.9 The Contractor's Resources may be used virtually and/or from any of the Contractor Premises at the Client's discretion.

31.10 The Contractor agrees to make the Contractor's Resources required by the Client above immediately available for use and, where there is a charge to be paid then the discussion and agreement as to the charges due shall not prejudice the Contractor's obligation to make those Contractor's Resources immediately available whilst such discussions are taking place. The Contractor will permit the Client and Client-nominated Third Parties (including Lot 7 Providers where applicable) to have such reasonable access to and use of the Contractor's Resources and the Contractor Premises at no cost to the Client as the Client requires in order to fully and effectively exercise its rights under this **Clause 31**. The Contractor will at all times co-operate fully with the Client in relation to the exercise of its rights under this **Clause 31** and provide the Client with all reasonable information required by the Client in relation to or in connection with the exercise of those rights.

31.11 The Contractor will continue to provide all Services other than the Step-In Services. During this period, the Client shall only be liable to pay Charges in respect of those of the Services that it continues to properly receive from the Contractor and will not be liable to pay Charges in respect of the Step-In Services.

31.12 In respect of a Temporary Re-allocation or Step-In, the Contractor will promptly, where possible, remedy all acts and/or omissions which led to the Re-allocation or Step-In and take all steps to ensure the issue is resolved for future purposes. The Contractor will provide the

Client with all information that the Client requires to verify that the Contractor will be able to provide the Step-In Services again to the Client's reasonable satisfaction and ensure proper and sustained compliance with all Performance Measures and other provisions of this Contract.

- 31.13 Any Step-In or Re-allocation which is temporary will only last until the Client is satisfied the Contractor can take back the Services ("**Step-In Period**"). The Contractor may seek to demonstrate this at the relevant point during the Step-In Period when it has satisfied the Client's requirements to allow it to take back the Step-In Services. The Client will allow the Contractor to re-commence providing the Step-In Services once it is so satisfied that the Contractor is able to fully and properly perform the Step-In Services, plus any period it considers is needed for adequate handover back to the Contractor and mobilisation, and will confirm the same in writing to the Contractor ("**Step-In Resumption Notice**"). The Client may additionally (at its sole discretion and at any time) revoke a Step-In Notice or a Lot 7 Notice which has been served following a Temporary Re-allocation Trigger. The Contractor will resume provision of the Step-In Services at the date and time specified in the Step-In Resumption Notice. The Contractor may not charge for any handover or mobilisation time.
- 31.14 In the event that the Client incurs costs in exercising its rights under this **Clause 31** and such costs exceed the Charges which would have been payable but for the Step-In or Re-allocation, the Contractor shall credit an amount equal to the difference between the costs and such Charges against all future Charges to the effect that no Charges shall be payable by the Client unless and until the full amount of such credit has been utilised. The Client may at any time by written notice require the Contractor to cease crediting the amount in question against the Charges and any unused balance thereof shall be remitted to the Client in cleared funds within twenty (20) Business Days of service of such written notice.

## 32. **TERMINATION**

- 32.1 Without prejudice to the Client's right to terminate at common law or any other rights arising under this Contract, the Client may terminate this Contract in whole or in part (including in respect of a Contract Area) immediately upon giving not less than four (4) weeks' and not more than eighteen (18) months' written notice to the Contractor if the Contractor:

- 32.1.1 commits any irremediable material breach of this Contract;
- 32.1.2 commits any material or persistent breach of this Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within thirty (30) days (or such other timeframe as specified in writing by the Client) from the date of a written notice to the Contractor giving details of the breach and requiring it to be remedied provided that the Client shall temporarily waive its right to terminate pursuant to this **Clause 32.1.2** if an agreed Rectification Plan is in place in respect of the breach which the Client requires to be remedied which gives a longer period (with a defined date) in which a breach can be remedied in which case the right to terminate is waived until that later defined date is reached and the breach has not been remedied and the agreed steps to prevent that breach re-occurring have not been taken successfully;
- 32.1.3 commits any of the money laundering related offences listed in The Public Contracts Regulations 2015;
- 32.1.4 or its Holding Company is subject to an Insolvency Event;
- 32.1.5 fails to implement a financial distress mitigation plan as referred to in **Clause 20** to the Client's satisfaction;
- 32.1.6 a Permanent Re-allocation Trigger arises;
- 32.1.7 undergoes a change of ownership or control without the Client's prior written consent in accordance with **Clause 25.6**;



- 32.1.8 subject to **Clause 32.1.2**, fails to implement or produce a Rectification Plan in accordance with **Clause 15**;
  - 32.1.9 has reached or exceeded the maximum aggregate liability of the Contractor provided for in **Clause 21.5**;
  - 32.1.10 is in breach of **Clause 23** (Compliance with Policies and Laws);
  - 32.1.11 is in breach of **Clause 23.4** (Corrupt Gifts and Payment of Commission);
  - 32.1.12 in respect of the Step-In Services only, has acted or omitted to act in such a way that a right of termination arises in accordance with **Clause 31**;
  - 32.1.13 is in breach of **Clause 45** (Data);
  - 32.1.14 is in breach of **Clause 43** and/or **Part B of Schedule 20 (Special Conditions)** or **Schedule 23 (Security)**;
  - 32.1.15 has a conflict of interest in accordance with **Clause 54**;
  - 32.1.16 has committed an Equality & Diversity Infraction in accordance with the equality and diversity requirements stated in **Schedule 12**;
  - 32.1.17 is unable to provide the Regular Maintenance in full on and from the Works Commencement Date in accordance with the terms of this Contract;
  - 32.1.18 any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010;
  - 32.1.19 by its acts or omissions, triggers a right to terminate pursuant to **Schedule 4**;
  - 32.1.20 commits any of the offences listed in the Corporate Manslaughter and Corporate Homicide Act 2007;
  - 32.1.21 fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law;
  - 32.1.22 without prejudice to the generality of **Clause 32.1.19**, has had thirty two (32) or more SFPs awarded against it in any period of three (3) rolling Reporting Periods in accordance with **paragraph 6.1 of Schedule 4**; or
  - 32.1.23 if and as otherwise set out expressly in this Contract.
- 32.2 If the Contractor refuses or neglects to perform or execute the Services or any part thereof or refuses or neglects within a reasonable time to comply with any instructions given to it by the Project Manager acting reasonably or if at any time provision of the Services appears to the Project Manager to be unnecessarily delayed by any cause within the reasonable control of the Contractor and such refusal, neglect or delay and the cause thereof will not be remedied within the shortest practicable time having regard to the nature or severity of the breach, refusal, neglect or delay, the Client will be entitled to terminate this Contract forthwith by giving (at its option) not less than four (4) weeks' and not more than eighteen (18) months' notice in writing to the Contractor.
- 32.3 Without prejudice to any of the Client's other rights, powers or remedies (whether under the Contract or otherwise) if the Contractor is in breach of any of its warranties, or obligations either under **Clause 22** or any other provision of this Contract, the Contractor will, if required to do so by the Client, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this **Clause 32.3** will prevent the Client from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Client



so procures any Services or any remedial action, the Client will be entitled to recover from the Contractor all additional cost, loss and expense incurred by the Client and attributable to the Client procuring such Services or remedial action from such alternative contractor.

32.4 Without prejudice to **Clause 32.5** and the Client's right to terminate this Contract under **Clauses 32.1** or **32.2** or to terminate at common law, the Client may terminate this Contract at any time:

32.4.1 without cause subject to giving the Contractor no less than three (3) months' prior written notice, provided that a termination of whole shall be subject to **Clause 33.9** below and a termination in part (including in respect of a Contract Area) for convenience shall be construed to be a change to the Contract which shall be dealt with and subject to the Change Control Procedure; or

32.4.2 following a Declaration of Ineffectiveness in accordance with the provisions of **Clause 35**.

32.5 Without prejudice to **Clauses 32.1** or **32.2**, the Client may terminate a Works Instruction in accordance with its terms.

32.6 To the extent that the Client has a right to terminate this Contract under **Clause 32.1** then, as an alternative to termination, the Client may by giving notice to the Contractor require the Contractor to provide part only (including in respect of a Contract Area) of the Services with effect from the date specified in the Client's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "**the Services**" will be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Client's reasonable opinion a proportionate adjustment would not be reasonable in such manner as the Client may reasonably determine after consideration of any representations made by the Contractor.

32.7 If the Client or any Service Recipient needs to itself or via a Third Party Supplier or a Replacement Contractor perform any services similar to the Services or take over Services from the Contractor or to assist with Services or be involved with the Contractor in the receipt of the benefit of the Services, then where necessary, the Contractor will ensure that the Client, the other Service Recipients and any Third Parties have all necessary consents, approvals, permissions and licences to be able to do so in such circumstances without interruption or cost.

32.8 The Client may terminate this Agreement in whole or in part (including in respect of a Contract Area) immediately upon giving not less than (4) weeks' and not more than eighteen (18) months' written notice to the Contractor if a Regulatory Authority:

32.8.1 in accordance with its rights under Applicable Laws, requires: (i) the Agreement to be terminated (or part thereof); and/or (ii) the Client to ensure that the Contractor no longer provides Services to the Client (or part thereof); or

32.8.2 issues a letter to the Client or issues a general notification pursuant to Applicable Laws requiring that the Contractor is prohibited from carrying out provision of the Services (or services similar to the services) to customers in the UK

provided, in each case, where any letter from, general notification, written requirement or decision from or by a Regulatory Authority applies only to part of the Services, the Client shall be entitled to partially terminate this Agreement only in relation to the part(s) of the Services (or Contract Area) that are identified by the Regulatory Authority in its relevant decision, letter or notification.

32.9 In respect of Instructed Capital Works or Instructed Ordered Maintenance (as applicable) which the Client reasonably deems may not achieve Completion (as such term is defined in the Capital Works Conditions of Contract) by the relevant date of termination or expiry:

- 32.9.1 if the Client exercises its right to terminate this Contract pursuant to **Clause 32.4.1**, the Client may request that the Contractor completes any or all such Instructed Capital Works or Instructed Ordered Maintenance (as applicable) and subject to the Contractor's agreement (not to be unreasonably withheld or delayed) the Contractor will complete the relevant Instructed Capital Works or Instructed Ordered Maintenance (as applicable); and
- 32.9.2 on expiry of the Initial Term (or any extension thereof), the Client (acting reasonably) reserves the right to instruct the Contractor to complete any or all such Instructed Capital Works or Instructed Ordered Maintenance (as applicable) and on instruction the Contractor will complete the relevant Instructed Capital Works or Instructed Ordered Maintenance (as applicable).

If the Client exercises its rights to terminate this Contract, or if the Contract may be terminated, in any other circumstances nothing in this **Clause 32.8** prevents the Client from requesting the Contractor to complete any or all Instructed Capital Works or Instructed Ordered Maintenance (as applicable) and the Contractor agrees to discuss completion of such Instructed Capital Works or Instructed Ordered Maintenance (as applicable) with the Client in good faith.

- 32.10 Where it is agreed or instructed under **Clause 32.8** (as appropriate) to complete Instructed Capital Works or Instructed Ordered Maintenance (as applicable) the relevant Works Instruction(s) and any other Clauses or Schedules of this Contract that are necessary to give effect to the Works Instruction(s) will survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract will do so. On completion of the relevant Instructed Capital Works, or Instructed Ordered Maintenance (as applicable) the provisions of **Clauses 33.6, 33.7 and 33.8** and the provisions of the Exit Plan shall apply mutatis mutandis.

### 33. CONSEQUENCES OF TERMINATION

- 33.1 Notwithstanding the provisions of **Clause 40**, wherever the Client chooses to put out to tender for a Replacement Contractor or other Third Party Supplier some or all of the Services, the Contractor will disclose to tenderers or to Client for onward supply to such tenderers such information concerning the Services and/or this Contract, as the Client may require for the purposes of such tender.
- 33.2 If the Contractor or its Holding Company is subject to an Insolvency Event and/or if the Client terminates this Contract in accordance with **Clause 32.1.4**, the Contractor will immediately or at such later date as Client will require transfer (or will procure the immediate or later (at Client's option) transfer of) the Services to the Client or a Replacement Contractor or other Third Party Supplier and/or, at Client's Option, will authorise (or obtain authorisation for) the Client or the Replacement Contractor or other Third Party Supplier, as applicable, to undertake the Services as authorised agents of the Contractor or the manufacturer, as applicable, without interruption or cost to the Client or the Replacement Contractor or Third Party Supplier. The Contractor will be liable for all additional expenditure reasonably incurred by the Client, the Replacement Contractor and/or the Third Party Supplier in connection with the transfer of the Services.
- 33.3 On termination of this Contract (in whole or part (including in respect of a Contract Area)) under **Clauses 32.1** (excluding **Clause 32.1.4**), **32.2** or **32.5** (to the extent arising under **Clause 32.1** (excluding **Clause 32.1.4**) and **32.2**), the Contractor will:
- 33.3.1 immediately transfer (or will procure the immediate transfer of) the terminated Services to the Client (and/or a Replacement Contractor or Third Party Supplier nominated by the Client or otherwise agreed with the Client) and/or, at Client's Option, will authorise (or obtain authorisation for) the Client or the Replacement Contractor or other Third Party Supplier, as applicable, to undertake the terminated Services as authorised agents of the Contractor or the manufacturer, as applicable, without interruption or cost to the Client or the Replacement Contractor or Third Party Supplier. The Contractor will be liable for all additional expenditure



reasonably incurred by the Client or the Replacement Contractor in connection with the transfer of the Services. The Contractor will be liable for all additional expenditure reasonably incurred by the Client, the Replacement Contractor and/or the Third Party Supplier in connection with the transfer of the Services;

- 33.3.2 at Client's election, transfer any and all such Equipment the Contractor holds (save for any Equipment it needs to use in performance of the Services prior to the end of the Contract) to Client and/or a Replacement Contractor as nominated by the Client. In relation to a termination in part, including in respect of a Contract Area, where Equipment is not assigned to a specific part of the Services or a Contract Area or is shared across Services or Contract Areas, the Equipment to transfer shall be determined on a proportionate basis by the Client acting reasonably and in good faith. The Contractor will co-operate in providing such information as is needed for Client to understand the Equipment that is capable of being transferred and the Parties will document the transfer in the Exit Plan. Title in such Equipment will transfer to Client once the Equipment is received or at the end of the Contract (whichever is the sooner). Risk will pass to Client once the Equipment is received by Client; and
- 33.3.3 be liable for all additional expenditure reasonably incurred by the Client in consequence of such termination, including:
  - 33.3.3.1 the costs and expenses incurred by the Client in re-procuring and/or implementing alternative or replacement services and equipment, including the costs of undertaking a procurement process, additional cost of management time, personnel costs and the costs of replacement equipment, materials, systems and software; and
  - 33.3.3.2 the Client's costs of selecting and negotiating with a contractor or contractors to provide replacement equipment and services, including any additional charges which the Client contracts to pay a new contractor to provide equipment and services which are materially similar to the Equipment and Services.
- 33.4 The Client may deduct such costs from any amounts payable under this Contract (including from the Charges) or otherwise recover such costs from the Contractor as a debt.
- 33.5 Upon the expiry of the Initial Term (or any extension thereof), the Client will have the option to require the Contractor to immediately or on no less than four (4) weeks' and no more than eighteen (18) months' notice transfer (or procure the immediate transfer of) the Services to the Client (or a Replacement Contractor nominated by the Client or otherwise agreed with the Contractor) in accordance with **Schedule 10**.
- 33.6 Subject to **Clause 32.8** and **Clause 32.10**, upon expiry or termination (in whole or part (including in respect of a Contract Area)) of this Contract (howsoever caused), the Contractor will, at no further cost to the Client (save for any expressly agreed Breakage Costs):
  - 33.6.1 comply with and perform its obligations under the Exit Plan or any Service and Equipment Transfer/Cessation Plan approved by the Client in accordance with **Schedule 10**;
  - 33.6.2 save as required under **Clauses 33.2, 33.3.1 or 33.4**, take immediate steps to bring the Services (or any part) to an end in an orderly manner but with all reasonable speed and economy;
  - 33.6.3 provide all such co-operation and information to the Client (or its nominee) in order to effect a seamless, orderly and timely handover of the Services as the Client may reasonably request in accordance with **Clauses 33.2, 33.3.1 or 33.4**;



- 33.6.4 return to the Client all equipment, Authority Furnished Assets and/or Authority Spares provided by the Client and promptly certify to the Client it has done the same;
  - 33.6.5 effect an orderly withdrawal from all or some of the Client Controlled Premises, as applicable, and make good any damage caused to a Site or any other property or premises to the Client's satisfaction, as applicable;
  - 33.6.6 promptly deliver to the Client or, if the Client requests, destroy all documents and other materials in its possession, custody or control (or the relevant parts of such materials) that bear or incorporate any part of the Client Confidential Information (except in respect of a partial termination (including in respect of a Contract Area) to the extent required to provide any continuing Services);
  - 33.6.7 supply to the Client all relevant materials, documentation, data and information on appropriate media (as may be specified by the Client);
  - 33.6.8 ensure that all information the Contractor is required to input into the System(s) in accordance with **Clause 14** has been so input and is accurate and complete. The Contractor will promptly report any inaccuracies to the Client's "Data Management Team". The Client will have the right to carry out an inspection of a representative set of Sites to determine whether the information recorded on the System(s) by the Contractor is accurate and complete. If any differential is found the Contractor will bear the costs of any rectification works required and the correction of the data on the System(s) together with the Client's costs in carrying out such inspection. If the information in respect of more than 5% of the Sites selected/more than 5% of a Contract Area is found to be incorrect in the applicable System, the Client will have the right to select a further representative set of Sites for inspection and the provisions of this Clause will apply to such further inspection mutatis mutandis;
  - 33.6.9 on receipt of the Client's written instructions to do so (but not otherwise), arrange to remove all electronically held information contained on any Contractor equipment, system or network by a mutually agreed date, including (without limitation) the purging of all disk-based information and the reformatting of all disks;
  - 33.6.10 ensure that the licences granted pursuant to **Clause 44** continue in full force and effect (or to the extent deemed not to be granted in full at the Termination Date, or Partial Termination Date, as applicable, immediately grant such licence pursuant to **Clause 44**) to enable the continuation of services similar to the Services and use of the Installed Equipment after the Termination Date, or Partial Termination Date, as applicable; and
  - 33.6.11 to the extent outstanding, immediately assign to the Client (and/or its nominee) pursuant to **Clause 44** all existing and future Intellectual Property Rights which may subsist in the Client Data and, if applicable, arrange on an ongoing basis to execute such documentation as may be necessary for the assignment of all Intellectual Property Rights to the Client (and/or its nominee) in any Client Data arising after the Termination Date, or Partial Termination Date, as applicable.
- 33.7 The Contractor will, as and when required in writing by the Project Manager, remove from any Site or premises of the Client any plant, tools, equipment, goods, or materials belonging to or hired by it (except in respect of a partial termination (including in respect of a Contract Area) to the extent required to provide any continuing Services). The Contractor must ensure that, prior to it removing any hardware or other equipment owned by the Contractor or leased to it, all data including any Client Personal Data and the Client Confidential Information is permanently deleted from such hardware or equipment. If within a reasonable time after any such requirement has been made the Contractor has not complied with such requirement, then the Client may (but without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

- 33.8 Upon expiry or termination of this Contract (howsoever caused), the Client may retain and continue to use any and all of the Contractor's (and their Sub-Contractor's) Confidential Information as the Client requires to continue using and maintaining the Installed Equipment and having it used and maintained by Third Parties in the future for the purpose of undertaking services similar to the Services.
- 33.9 If the Client terminates this Contract in whole under **Clause 32.4.1** during the Term, the Client agrees to pay: (a) the Breakage Costs set out in **Part 4 of Schedule 5 (Price and Payment)** and (b) any amounts due and payable for Instructed Capital Works as assessed under and calculated in accordance with the Capital Works Conditions of Contract as if the Contractor's obligation to Provide the Works had been terminated under clause 90.7 of the Capital Works Conditions of Contract in respect of each Works Instruction, provided always that:
- 33.9.1 in respect of Breakage Costs, the Contractor must at all times have provided written evidence and demonstrated that the proposed Breakage Costs are reasonable, suffered by Contractor as a direct result of the termination of this Contract and are verifiable by the Client and that the Contractor is able to demonstrate to the Client's satisfaction (acting reasonably) that the sums have been incurred. For this purpose, the Contractor will promptly provide the Client with all information and documentation reasonably requested to verify the Breakage Costs it considers are due; and
- 33.9.2 from the date on which the Client serves notice to terminate this Contract pursuant to **Clause 32.4.1**, the Contractor will mitigate any and all of the Breakage Costs referred to in this **Clause 33** and **Schedule 5 (Price and Payment)**. Such mitigation will include the Contractor taking reasonable steps to mitigate the Breakage Costs due including by, where applicable:
- 33.9.8.1 appropriating employees, Sub-Contractors, assets and resources for other purposes. For the avoidance of doubt, to the extent that employees, Sub-Contractors, assets and/or resources are appropriated for other purposes the Breakage Costs will be reduced by an equitable amount;
- 33.9.8.2 exercising its rights of cancellation or termination (in whole or part) under applicable Third Party contracts or, if so required by the Client, using all reasonable endeavours to novate any such Third Party contracts to the Client or its nominee(s) as further set out in this Contract; and
- 33.9.8.3 reducing such sums to the extent that any payments or other monies paid or payable to the Contractor under this Contract already reflect any element of the Breakage Costs already paid (for example payments for termination for convenience of any Instructed Capital Works or Instructed Ordered Maintenance (as applicable) under the Capital Works Conditions of Contract) above) so as to ensure that there is no double recovery by the Contractor; and
- 33.9.3 the costs and sums and Charges referred to in this **Clause 33** and **Schedule 5 (Price and Payment)** in respect of the Breakage Costs will:
- 33.9.3.1 be agreed between the Parties in writing prior to becoming payable or, in the absence of such agreement, shall be determined pursuant to the Dispute Resolution Process;
- 33.9.3.2 be subject to any withholdings, deductions or set-offs which the Contractor and/or Client is entitled to make under the Contract; and
- 33.9.3.3 never exceed the applicable amount set out in **Part 4 of Schedule 5 (Price and Payment)**.



33.9.4 If requested by the Client at any time, if the Client is considering terminating under **Clause 32.4.1** or terminating any obligations for the Contractor to provide Instructed Capital Works or Instructed Ordered Maintenance (as applicable) under a Works Instruction, then the Contractor will within two (2) weeks of the date so requested, provide the Client with:

33.9.4.1 a written list of indicative costs and an overall indicative cost for the likely Breakage Costs which it considers would be due if the Client was to terminate the Contract without cause, which indicative fee shall be calculated by the Contractor in accordance with this **Clause 33** and **Schedule 5 (Price and Payment)**; and

33.9.4.2 where relevant, an assessment of the amounts that would be due in respect of the Instructed Capital Works or Instructed Ordered Maintenance (as applicable) that the Client is considering terminating.

The Contractor will ensure this estimate is a genuine pre-estimate of the actual likely Breakage Costs due.

33.9.5 In the event the Client terminates this Contract under **Clause 32.4.1**, then the Parties will agree the actual Breakage Costs the Client will pay due in accordance with this **Clause 33** above and **Schedule 5 (Price and Payment)** and then, once agreed in writing, the Contractor will issue an invoice for the amounts due after which the Contractor will prepare an invoice for the agreed amount and the Client will, within forty-five (45) days of receipt of such agreed invoice, reimburse the Contractor for the agreed Breakage Costs referred to in this **Clause 33** above and **Schedule 5 (Price and Payment)**. For the avoidance of doubt:

33.9.5.1 such Breakage Costs will not become due or payable in relation to any other event of termination howsoever arising, or on the expiry, of this Contract; and

33.9.5.2 where the Client terminates the Contractor's obligation to provide Instructed Capital Works or Instructed Ordered Maintenance (as applicable) under a Works Instruction at will in accordance with the terms of that Works Instruction (as opposed to terminating the Contract under **Clause 32.4.1**), then the Contractor will only be entitled to such sums as are properly due and payable under the Capital Works Conditions of Contract in respect of under that Works Instruction and the Contractor will not be entitled to any Breakage Costs (whether in accordance with this **Clause 33** or **Schedule 5 (Price and Payment)** or otherwise).

33.10 For the avoidance of doubt, save as set out in this **Clause 33**, the Contractor will not be entitled to any compensation or damages on the expiry or termination of this Contract howsoever arising for the loss of its rights hereunder.

33.11 The termination or expiry of this Contract (howsoever caused) will not prejudice or affect any right, power or remedy which has accrued or will accrue to either Party prior to or after such termination or expiry.

#### 34. **EXIT PLANNING**

34.1 The Contractor will, during the Mobilisation Period, prepare the Exit Plan and deliver it to the Client for its approval in accordance with **Schedule 10**.

34.2 The Exit Plan will set out the respective obligations of the Client and the Contractor to facilitate an orderly transfer of the Services or part of the Services (as applicable) to the Client or a



Replacement Contractor and will, without limitation, include those matters set out in **Schedule 10**.

34.3 Once the Client Approves the Exit Plan it will be adopted as the Exit Plan and will be held under the control of the Project Manager.

34.4 The Exit Plan will be reviewed and amended from time to time in accordance with the applicable provisions of **Schedule 10** or otherwise via the Change Control Procedure.

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

35.1 In the event that a court makes a Declaration of Ineffectiveness, the Client will promptly notify the Contractor. The Parties agree that the provisions of **Clause 33** and **Clauses 35.1, 35.2, 35.4 to 35.6** (inclusive) and **35.12** will apply as from the time when the Declaration of Ineffectiveness is made.

35.2 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, save as otherwise expressly provided to the contrary in **Clauses 35.1 to 35.6** inclusive.

35.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Client may require the Contractor to prepare a Cessation Plan in accordance with this **Clause 35.3** by issuing a notice in writing. As from the date of receipt by the Contractor of such notification from the Client, the Parties (acting reasonably and in good faith) will agree or, in the absence of such agreement, the Client will reasonably determine an appropriate Cessation Plan with the object of achieving

35.3.1 an orderly and efficient cessation of the Services or (at the Client's request) a transition to the Client or such other entity as the Client may specify of: (i) the Services; or (at Client's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; an

35.3.2 minimal disruption or inconvenience to the Client,

in accordance with the provisions of **Clauses 35.2 to 35.6** (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

35.4 Where there is any conflict or discrepancy between the provisions of **Clause 33** and **Clauses 35.2 to 35.6** (inclusive) and **35.12** or the Cessation Plan, the provisions of these **Clauses 35.2 to 35.6** (inclusive) and **35.12** and the Cessation Plan shall prevail.

35.5 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 Client) in the event that a Declaration of Ineffectiveness is made.

35.6 The Client will pay the Contractor's reasonable costs in assisting the Client in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Client. Provided that the Client will not be liable to the Contractor for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.

35.7 The Client may terminate this Contract in the event that one or more of the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 ("**Public Procurement Termination Grounds**") applies. Where the Client exercises its right to terminate pursuant to this **Clause 35.7**, the Client will promptly notify the Contractor and the Parties agree that:

- 35.7.1 the provisions of **Clause 33** and these **Clauses 35.7 to 35.12** (inclusive) will apply as from the date of receipt by the Contractor of the notification of the Public Procurement Termination Grounds; and
- 35.7.2 if there is any conflict or discrepancy between the provisions of **Clause 33** and these **Clauses 35.7 to 35.12** (inclusive) or the Cessation Plan, the provisions of these **Clauses 35.7 to 35.12** (inclusive) and the Cessation Plan will prevail.
- 35.8 Termination on the Public Procurement Termination Grounds will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in **Clauses 35.9 to 35.12** inclusive.
- 35.9 As from the date of receipt by the Contractor of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) will agree or, in the absence of such agreement, the Client will reasonably determine an appropriate Cessation Plan with the object of achieving:
- 35.9.1 an orderly and efficient cessation or (at the Client's election) a transition to the Client or such other entity as the Client may specify of: (i) the Services; or (at Client's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and
- 35.9.2 minimal disruption or inconvenience to the Client,
- in accordance with the provisions of these **Clauses 35.9 to 35.12** (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.
- 35.10 Upon agreement, or determination by the Client, of the Cessation Plan, the Parties will comply with their respective obligations under the Cessation Plan.
- 35.11 The Client shall pay the Contractor's reasonable costs in assisting the Client in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs agreed as part of this Contract or as otherwise reasonably determined by the Client, provided that the Client shall not be liable to the Contractor for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.
- 35.12 For the avoidance of doubt, the provisions of this **Clause 35** (and applicable definitions) will survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.
36. **FORCE MAJEURE**
- 36.1 In the event of a Force Majeure Event, the Contractor will implement and comply with its Business Continuity Plan and the applicable provisions of **Schedules 10 and 13** will apply, to the extent applicable. Subject to the Contractor's obligations to implement and comply with the Business Continuity Plan and such Schedules, neither Party will be in breach of this Contract or otherwise liable to the other Party in any manner whatsoever to the extent that a Force Majeure Event directly causes it to be unable to comply with all or a material part of its obligations under this Contract for the continuance of such Force Majeure Event.
- 36.2 If the Force Majeure Event continues for more than 3 (three) calendar months and the Parties have not been able to agree how to recommence provision of the Services, the Party not subject to the Force Majeure Event may give written notice to the other to terminate this Contract. The termination notice must specify the termination date which must be not less than 30 (thirty) calendar days but may be up to twenty-four (24) months after the date the notice is given, and once such notice has been validly given, this Contract will terminate on that termination date.



37. **RELIEF EVENTS AND EXCUSING CAUSES FOR MAINTENANCE**

If and to the extent that a Relief Event or Excusing Cause adversely affects the ability of the Contractor to perform any of its obligations under this Contract relating to Maintenance then the provisions of **Annex M4 of Part 4 of Schedule 3 (Statement of Requirements)** shall apply.

38. **BUSINESS CONTINUITY**

- 38.1 The Contractor will, at all times, maintain and comply with the Business Continuity Plan, and ensure that it is, at all times, able to implement the Business Continuity Plan immediately upon an event occurring which the Business Continuity Plan is expressed to cover, or reasonably can be expected to cover, including any Disaster or Force Majeure Event. The Business Continuity Plan will be created and maintained in accordance with Good Industry Practice.
- 38.2 The Contractor will update the Business Continuity Plan at least once during each rolling period of twelve (12) months during the Term. The Contractor will also update the Business Continuity Plan if at any time an amendment to it is reasonably required in order to reflect any change to this Contract, the Services, Equipment or any other matters that have occurred since agreement of the last Business Continuity Plan. Not more than ten (10) days after each such update the Contractor will submit the revised Business Continuity Plan to the Client for approval. The Contractor will amend the revised Business Continuity Plan so as to incorporate all of the Client's comments. The amended Business Continuity Plan will be promptly re-submitted to the Client for approval and the process contained in this **Clause 38.2** will be repeated until the Client approves the draft Business Continuity Plan. The Contractor will retain business continuity readiness in accordance with the last approved version of the Business Continuity Plan (insofar as this still applies).
- 38.3 The Contractor will comprehensively test the Business Continuity Plan once in every rolling twelve (12) month period during the Term and will upon request provide the Client with a written report detailing the results of that test and any actions it proposes to take to address those results. The Contractor will promptly update the Business Continuity Plan in accordance with **Clause 38.2** following such tests and will be bound to promptly implement the same.
- 38.4 The Contractor will comply with the provisions of **Schedule 13 (Business Continuity and Disaster Recovery)** upon the occurrence of a Business Continuity Event.
- 38.5 Without prejudice to the generality of **Clause 38.4**, the Contractor will implement the Business Continuity Plan in the event that the Installed Equipment are impaired or unavailable (or appear likely to be impaired or unavailable) or it is unable to perform any of the Services as a result of any occurrence envisaged in the Business Continuity Plan.
- 38.6 The Contractor will procure that its Sub-Contractors will at all times, maintain adequate and up to date business continuity and disaster recovery plans in respect of the Services performed by them and the people and facilities used to provide them and ensure that such plans operate properly together.

39. **HEALTH AND SAFETY**

The Contractor will abide by the provisions of **Schedule 24** in relation to health and safety and such provisions shall be deemed to be a material term of the Contract.

40. **CONFIDENTIALITY AND TRANSPARENCY**

The following definitions shall apply in respect of this **Clause 40**:

**"Disclosing Party"** means the Party to this Contract and/or a Service Recipient which discloses or makes available directly Confidential Information;



**"Recipient"** means the Party to this Contract which receives or obtains directly Confidential Information from the Disclosing Party; and

**"Transparency Commitment"** means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which Client is committed to publishing its contracts, tender documents and data from invoices received.

40.1 Subject to **Clauses 40.3, 40.6 and 42**, the Parties shall keep confidential:

40.1.1 the terms of this Contract; and

40.1.2 any and all Confidential Information that they may acquire in relation to the other and, where the Disclosing Party is the Client or a Service Recipient then also in relation to the other Service Recipients; and

40.1.3 in the case of Contractor, all information it is privy to via the System(s).

40.2 Save as set out below the Recipient will not use the Disclosing Party's Confidential Information for any purpose other than to perform its obligations under this Contract (and only then as strictly necessary to do so) and/or as expressly stated in the Contract including, in the case of the Client and/or Other Service Recipients, for the purposes of tendering for a Replacement Contractor and/or for a Lot 7 Provider. The Client and Contractor may disclose Confidential Information to any member of its Group. The Client may disclose Confidential Information to other Service Recipients and to the Lot 7 Providers and/or other Third Party Suppliers to the extent necessary for them to perform their obligations under their contracts with Client and/or a Service Recipient. The Contractor may pass the Client's and the Service Recipients Confidential Information to its Sub-Contractors but only providing that the Contractor procures that the Sub-Contractor(s) complies with this **Clause 40** and the Sub-Contractor(s) only uses the Confidential Information as strictly necessary for its purposes of performing its element of this Contract.

40.3 Each Party will ensure that its officers, employees and, in the case of the Contractor, its Sub-Contractors comply with the provisions of **Clause 40.1** and **40.2**. The Client will require that the other Service Recipients comply with **Clauses 40.1** and **40.2**.

40.4 The obligations set out in **Clause 40.1** and **40.2** will not apply to any Confidential Information:

40.4.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this **Clause 40**);

40.4.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

40.4.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

40.5 Each Party shall keep secure (and, in the case of the Contractor, ensure its Sub-Contractors keep secure) all materials containing any Confidential Information in relation to the Contract and its performance.

40.6 The Contractor will not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Client or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Client. The Client shall have the right to approve any announcement before it is made.

- 40.6.1 The Contractor acknowledges that the Client and the other Service Recipients are subject to the Transparency Commitment and that **Clause 42** shall override the terms of this **Clause 40** in all respects. Accordingly, notwithstanding **Clause 40.1** and **Clause 40.2**, the Contractor hereby gives its consent additionally for the Client and the other Service Recipients to publish the Contract Information to the general public.
- 40.7 The provisions of this **Clause 40** will survive any termination of this Contract for a period of 6 years from termination.
41. **ANNOUNCEMENTS**
- 41.1 The Contractor will not advertise, announce or communicate or permit any communications with representatives of the general or technical press, radio, television or other communications media in relation to the existence of this Contract or that it is providing the Services to the Client and the other Service Recipients or in relation to any matter under or arising from this Contract unless specifically granted permission to do so in writing by the Client. The Client will have the right to approve any advertisement or announcement before it is made.
- 41.2 Neither the Contractor nor anyone employed by the Contractor or acting on the Contractor's behalf shall give information concerning the Services for publication in the press or on radio, television, screen or any other media without the prior written consent of the Client and, if such consent is given, shall provide to the Client a full copy of the information to be released and shall not release any such information until the Contractor has received the Client's prior written consent as to the content of the information to be released. The Contractor will not, without the prior written approval of the Client, take or permit to be taken any photographs of the Services or Sites for use in any publicity or advertising.
- 41.3 The Contractor will not take or permit any photographs of the Installed Equipment, the Sites or the Services to be taken for use in any publicity or advertising without the prior written consent of the Client and where consent is given will obtain approval of such photographs prior to their issue.
- 41.4 The Contractor will procure compliance with the terms of this **Clause 41** by all Contractor Personnel.
- 41.5 Any breach of this **Clause 41** will be deemed a material breach incapable of remedy, giving the Client the right to terminate this Contract in accordance with **Clause 32.1**.
42. **FREEDOM OF INFORMATION**
- 42.1 The Contractor acknowledges that the Client and certain Service Recipients:
- 42.1.1 are subject to the FOI Legislation and agrees to assist and co-operate with the Client and such Service Recipients to enable the Client to comply with its obligations under the FOI Legislation; and
- 42.1.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Contractor.
- 42.2 Without prejudice to the generality of **Clause 42.1**, the Contractor will and will procure that its Sub-Contractors (if any) will:
- 42.2.1 transfer to the Contractor (or such other person as may be notified by the Client to the Contractor) each Information Request relevant to this Contract, the Services or any of the other Service Recipients (as applicable) 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



- 42.2.2 in relation to Information held by the Contractor on behalf of the Client, provide the Client with details about and/or copies of all such Information that the Client requests and such details and/or copies will be provided within five (5) Business Days of a request from the Client (or such other period as the Client may reasonably specify), and in such forms as the Client may reasonably specify.
- 42.3 The Client and the other Service Recipients 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. Without prejudice to the Client's right to exercise its sole discretion in respect of its response to Information Requests, the Client shall, in the event of its proposed disclosures in respect of such requests, give the Contractor the opportunity to make representations with respect to the proposed disclosure in the event that the Information Request relates to information of a commercially sensitive nature. The Contractor will not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by the Client.
- 42.4 The Client may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Client may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 42.5 The Client may in its absolute discretion consult with the Contractor regarding any redactions to the Contract Information to be published pursuant to **Clause 40.6.1**. The Client will make the final decision regarding both publication and redaction of the Contract Information.
43. **PROTECTION OF PERSONAL DATA**
- 43.1 Both Parties will comply with their respective obligations under the Data Protection Laws.
- 43.2 The Contractor will comply with and procure that its Sub-Contractors and Contractor Personnel comply with **Part B of Schedule 20 (Special Conditions)** in providing the Services and in the performance of its obligations under this Agreement.
44. **INTELLECTUAL PROPERTY RIGHTS**
- 44.1 Save where expressly set out or agreed to the contrary, the Parties agree that the IPR in all documents, drawings, materials, computer software, reports, any other material or works or services (including the Services) prepared or developed by or performed by or on behalf of the Contractor in the performance of this Contract (including IPR in materials or works created by a Sub-Contractor) shall vest in the Contractor and or its Sub-Contractors, as the case may be, from the date of creation. Such IPR shall be known as "**Contractor IPR**" for the purposes of this Contract.
- 44.2 The Contractor assigns, with full title guarantee, from the date of creation all Intellectual Property Rights in the Information Model and, where applicable, any Service Management Tools developed by it for the Contract and additionally in all works, documentation and/or other Intellectual Property Rights arising out of or relating to work performed or created for Client solely as a result of providing the Services and/or performing its obligations under this Contract.
- 44.3 In respect of Contract IPR and Contractor IPR, the Contractor grants (in respect of his own IPR, whether Contract IPR or Contractor IPR) and procures the grant of (in respect of a Sub-Contractor's IPR and/or a manufacturers' IPR in Equipment and/or software) a non-exclusive, perpetual, irrevocable, royalty-free licence (including the right to sub-licence) to the Client and the other Service Recipients (and in each case their agents and Third Parties):
- 44.3.1 to use the Contract IPR and Contractor IPR for the purposes of the Client and the other Service Recipients and their agents receiving and exercising their rights under this Contract and/or being able to use, support, adapt and/or maintain the Installed Equipment (including any software) both during and after the Term of this



Contract as envisaged by this Contract (which includes being able to ensure the continuity of the Installed Equipment / traffic estate (as added to or changed after the end of the Term of the Contract), including the requirement and right for them to use, maintain and adapt and connect to and interface with and audit and run diagnostics on and to the Equipment after the Term;

- 44.3.2 to use the Contract IPR and Contractor IPR for the purposes of understanding the Instructed Capital Works, the Instructed Ordered Maintenance and Maintenance under this Contract;
- 44.3.3 to use the Contract IPR and Contractor IPR for the purposes of completing, operating, maintaining, repairing, modifying, altering, enhancing, re-configuring, correcting and/or replacing the Equipment Installed or Commissioned by the Contractor;
- 44.3.4 to use the Contract IPR and Contractor IPR for the purposes of extending, interfacing with, integrating with, connection into and adjusting the Equipment Installed or Commissioned by the Contractor, and/or the works of others and connecting and and/or interfacing with the Client's and the Service Recipients' and Third Party Supplier's infrastructure and systems and software in relation to this Contract during and/or, where it relates to Installed Equipment, after the Term;
- 44.3.5 in the event that the Client exercises one or more of its rights of Re-allocation, Step-In and/or Suspension rights under this Contract, to use the Contract IPR and the Contractor IPR for the purposes of allowing a Third Party Supplier (including a Lot 7 Provider) where applicable and/or the Client and/or other Service Recipients to use the Contract IPR and Contractor IPR and Service Management Tools and other IPR for the purposes of the Client and/or the other Service Recipients and, in each case, their agents exercising their rights under the relevant Step-In and/or Suspension and/or Re-allocation Clauses and for such period as the Step-In or Suspension and/or the Re-allocation as the case may be, subsists or lasts; and
- 44.3.6 to use, adapt, maintain and/or alter all Contract IPR and/or Contractor IPR which has been provided to or received by the Client as part of the output of the Services and/or under this Contract in the Contractor's performance of it including:
  - 44.3.6.1 all reports, drawings, technical diagrams, proposals (but not including confidential pricing information of the Contractor), and/or other tangible materials produced for the purposes of the Contract; and/or
  - 44.3.6.2 any and all Contractor IPR which has been used in making changes to and/or is embedded into or otherwise relevant to the use of the Client's or the Service Recipient's IPR and/or to the Equipment and/or related software,

provided that such use, adaptation, maintenance and/or alteration shall be for the Client's normal administration of its duties in relation to the provision of the continuity of the Installed Equipment / traffic estate (as such estate may be added to or changed after the end of the Term of the Contract) including outsourcing of capital works and maintenance after the Term.

- 44.4 The Contractor commits to the Client that if the Contractor is provided with and/or has access to software which fixes a bug or functionality error or fixes another issue with any software in the Equipment after the expiry or termination of this Contract or in any software which the Client has access to post termination or expiry in accordance with this Contract, then the Contractor will provide in a timely manner (without charge) and licenses the Client and the Service Recipients to use (on their own behalf and to sub-license to Third Parties to use for the Client's and the Service Recipients' benefit) at least two (2) copies of such software to use post termination or expiry in relation to Equipment provided that if such software contains new

functionality that is separate to the functionality the Client had prior to such termination or expiry, then the Client shall not use such functionality unless its use is a function of using existing functionality. **Clause 44.3** and **44.4** shall survive termination and/or expiry of this Contract.

- 44.5 The Contractor warrants and undertakes that he has the right to grant and procure the grant of the licences set out in **Clause 44.3** and **44.4**.
- 44.6 IPR in all items owned and/or developed by (or on behalf of) or licensed to the Client and/or the Service Recipients and provided to the Contractor in relation to Contractor's performance of this Contract shall only be used for the purpose(s) provided by Contractor and shall remain the property of the Authority or the relevant Service Recipient(s).
- 44.7 The Contractor will have no right (save where expressly permitted under this Contract or with the Client's prior written consent) to use any trademarks, trade names, logos or other Intellectual Property Rights of the Client.
- 44.8 The Contractor acknowledges that in as far as he is (and shall procure that as far as a Sub-Contractor is) the author of documents, drawings, materials, computer software, and any other materials or works prepared and developed by him or the Sub-Contractor (as the case may be) in the performance of this Contract, then:
  - 44.8.1 in respect of the IPR which vests in the Client pursuant to **Clause 44.2**, the Contractor will waive and shall procure that any and all Sub-Contractors shall waive any and all moral rights which he (and/or a Sub-Contractor) might be deemed to possess under Chapter IV of the Copyright Design & Patents Act 1988 (or otherwise) in respect thereof and of the Services; and
  - 44.8.2 in respect of the Contract IPR and Contractor IPR which is licensed to the Client and the other Service Recipients (and in each case their agents and Third Parties) pursuant to **Clause 44.3**, the Contractor or any Sub-Contractor may retain any and all moral rights which he (or a Sub-Contractor) might be deemed to possess under Chapter IV of the Copyright Design & Patents Act 1988 (or otherwise) in respect thereof. Any use of such Contract IPR and Contractor IPR by the Client or Service Recipients shall be subject to the licence terms set out in **Clause 44.3**.
- 44.9 The Client grants to the Contractor a non-exclusive, non-transferable, revocable licence to use the relevant IPR owned (or capable of being so licensed) by the Client and reasonably required by the Contractor in order to provide the Services. Any such licence is granted for the duration of this Contract solely to enable the Contractor to comply with its obligations under this Contract.
- 44.10 The Contractor will promptly notify the Client upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Rights which affects or may affect the provision or receipt of the Services, any documentation and/or any Equipment or anything else provided by or on behalf of the Contractor under this Contract, whether under **Clause 44.1**, **44.2**, **44.3**, **44.4** or otherwise ("**Indemnified Deliverables**"), or if any claim or demand is made or action brought for infringement or alleged infringement of any such Intellectual Property Rights.
- 44.11 The Contractor will indemnify the Client and the other Indemnified Parties against all Losses that arise from or are incurred by reason of any infringement or alleged infringement of any Indemnified Deliverables, Third Party Confidential Information or other similar proprietary rights, and against all Losses of any kind which the Indemnified Parties may incur as a result of such infringement or alleged infringement and against all costs and damages of any kind which the Client may incur in or in connection with any actual or threatened proceedings before any court or arbitrator.
- 44.12 The Client will, at the request of the Contractor, give the Contractor all reasonable assistance for the purpose of contesting any such claim, demand, or action as referred to in this **Clause**



**44.** The Contractor will reimburse the Client for all costs and expenses (including legal costs) incurred in doing so and/or the Contractor will at its own expense conduct any litigation and all negotiations arising from such claim, demand or action, provided that the Client may participate in such defence or negotiations to protect its interests or those of the Indemnified Parties and/or the Contractor will consult with the Client in respect of the conduct of any claim, demand or action and keep the Client regularly and fully informed as to the progress of such claim, demand or action.

**44.13** In addition to the Contractor's obligation to indemnify the Indemnified Parties and any other rights which the Client may have, if a claim or demand is made or action brought to which **Clause 44.12** applies or in the reasonable opinion of the Contractor is likely to be made or brought, or which causes the use of the Services or the Installed Equipment or other documentation or Indemnified Deliverables or any part thereof to be disrupted or impaired, the Contractor will after consultation with the Client, at its own expense, promptly:

**44.13.1** use all reasonable endeavours to secure the right for the alleged infringing item to continue to be used on terms which are acceptable to the Client;

**44.13.2** if the right provided under **Clause 44.13.1** is not available, the Contractor having used all reasonable endeavours to secure such right, then the Contractor will (if appropriate) modify the infringing or alleged infringing item so as to avoid the infringement, provided such modification does not reduce the performance, functionality or quality of the said item and provided that the terms of this Contract will apply mutatis mutandis to such modified item and such item is accepted by the Client; or

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

**44.14** If the Contractor does not determine within ten (10) Business Days of a claim being presented to assume the defence of an indemnified claim within the required notice period, or ceases to defend the indemnified claim, the Client will have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of the Contractor, including payment of any judgement or award and the costs of settlement or compromise of the claim. In such instance, the Contractor will promptly reimburse and hold harmless the Client for all such costs and expenses, (including legal costs).

**44.15** Copyright in the documents comprising this Contract, the Schedules and Appendices will vest in the Client but the Contractor may obtain or make at its own expense any further copies required for use in the performance of the Services or for its Sub-Contractors to perform any services related to the Services.

## **45. DATA**

**45.1** The Contractor acknowledges the Client's ownership of and right to own and reserve all Intellectual Property Rights which may subsist in the Client Data and hereby assigns upon creation any and all such existing and future Intellectual Property Rights in the Client Data to the Client (and/or its nominee) to use without further payment or restriction of any kind.

**45.2** The Contractor will not:

**45.2.1** delete or remove any copyright notices contained within or relating to the Client Data; or

**45.2.2** store, copy or disclose the Client Data except as strictly necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised by the Client.



- 45.3 The Contractor will each take reasonable precautions and act in accordance with Good Industry Practice (having regard to the nature of their other respective obligations under this Contract) in protecting and preserving the integrity of the Client Data and in preventing any corruption or loss of the Client Data.
- 45.4 To the extent that the Client Data is held and/or processed by the Contractor, the Contractor will promptly supply the Client Data to the Client as requested by, and in a format specified by, the Client.
- 45.5 Upon receipt or creation by the Contractor of any Client Data and during any collection, processing, storage and transmission by Contractor of any Client Data, the Contractor will take all necessary precautions to preserve the integrity of the Client Data and to prevent any corruption or loss of the Client Data.
- 45.6 In the event that the Client Data is corrupted or lost or sufficiently degraded as a result of the Contractor's or the Contractor Personnel's negligence or Default so as to be unusable (in whole or in part) after its receipt or creation by the Contractor or during any collection, processing, storage or transmission by the Contractor or the Contractor Personnel of the Client Data then in addition to any other remedies that may be available to the Client under this Contract or otherwise, the Client will have the option to elect either of the following remedies:
- 45.6.1 in relation to Client Data (i) retained in the Contractor's own systems; or (ii) in systems of the Client which the Contractor has responsibility for maintaining and where technically possible the Client may require the Contractor at its own expense to restore or procure the restoration of the Client Data and the Contractor will use all reasonable endeavours to do so as soon as possible. In the event the Contractor is unable to fully restore the Client Data pursuant to this **Clause 45.6.1** the Contractor will, at a minimum, re-enter the relevant Contractor owned data which subsisted in the Client Data at the time such Client Data was corrupted, lost or sufficiently degraded into the relevant systems; or
- 45.6.2 the Client may itself (or via a third party) restore or procure the restoration of the Client Data, and will be repaid by the Contractor any reasonable costs and expenses incurred in doing so.
- 45.7 If at any time the Contractor suspects or has reason to believe that the Client Data has or may become corrupted in any way for any cause then the Contractor will immediately notify the Client of such and inform and discuss the Client what remedial action it proposes to take and will take and agree in writing with the Client what action it will take which it will then promptly take.
- 45.8 In respect of any enforcement data generated by the Installed Equipment, the Contractor will:
- 45.8.1 not, and will procure that the Contractor Personnel do not, decrypt or attempt to decrypt any Client Data which is in a decrypted format;
- 45.8.2 ensure that such data is delivered securely and safely to the Client and that no unauthorised persons have access to such data at any time.

#### 46. **RECORDS, AUDIT AND INSPECTION**

- 46.1 The Contractor will, and shall procure that its Sub-Contractors and Indirect Subcontractors will:
- 46.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Contractor's obligations under this Contract and all transactions entered into by the Contractor for the purposes of this Contract (including time-sheets for the Contractor's personnel where such records are material to the calculation of the Charges). Without prejudice to the generality of the foregoing, such list shall include the following:

- 46.1.1.1 all necessary information for the evaluation of claims or compensation events, whether or not relating to Sub-Contractors and/or Indirect Subcontractors in relation to Capital Works or Ordered Maintenance (as applicable);
- 46.1.1.2 management accounts, information from management information systems and any other management records;
- 46.1.1.3 accounting records (in hard copy as well as computer readable data);
- 46.1.1.4 Sub-Contract files;  
;
- 46.1.1.5 designs and design processes;
- 46.1.1.6 compensation event files (including documentation covering negotiated settlements);
- 46.1.1.7 schedules including Capital Works and Ordered Maintenance costs, timetable and progress towards Commissioning;
- 46.1.1.8 general ledger entries detailing cash and trade discounts and rebates;
- 46.1.1.9 contractual agreements and leases greater than five thousand pounds (£5,000);
- 46.1.1.10 detailed inspection records (other than any inspection records not yet loaded onto the system);
- 46.1.1.11 records of the Reporting Period Value of Capital Works and Ordered Maintenance as required in accordance with **Schedule 8**;
- 46.1.1.12 such materials prepared in relation to the invitation to participate and subsequent tendering process relating to cost breakdowns, in each case which have not already been provided to the Client as part of the Capital Works or Ordered Maintenance (as applicable);
- 46.1.1.13 accounts and records of the Price for Work Done to Date (as defined in **Schedule 6**) and all other amounts to be paid to the Contractor under this Contract;
- 46.1.1.14 information to demonstrate compliance with all obligations relating to security and Cyber Security including **Schedule 23**; and
- 46.1.1.15 information to demonstrate compliance with **Clauses 23, 39, 43, 70, 71 and 72**, and **Schedule 20, Part B**,

being the ("**Records**"); and

#### 46.1.2

- 46.1.2.1 subject to **Clause 46.1.2.2** below, 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 Applicable Law) following termination or expiry of this Contract ("**Retention Period**"). For the avoidance of doubt, where the retention period required by Applicable Law is less than six (6) years, the minimum threshold for the purpose of this

**Clause 46.1.2** shall remain as six (6) years (save where it is to be twelve (12) years as set out in **Clause 46.1.2.2** below); and

46.1.2.2 notwithstanding the foregoing, (i) any Records containing Personal Data shall only be retained for as long as necessary in accordance with Data Protection Laws; and (ii) any construction related information shall be retained for no less than twelve (12) years.

46.2 The Client and any person nominated by the Client has the right to audit any and all Records at any time during the Retention Period on giving to the Contractor what the Client considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Contractor's performance of the Services (including the Contractor's technical and organisational security measures as required by **Part B of Schedule 20 (Special Conditions)**) and (if applicable) to test the Services to ascertain the conformance of the Services with this Contract.

46.3 Without prejudice to **Clause 46.4**, the Contractor will permit the Client and any person authorised by the Client to have such access on demand during the Contractor's normal Business Hours (or beyond those when required by a Regulatory Authority or for security purposes) to the Contractor Premises and any Sub-Contractor's premises and to any of the systems and relevant records (including the Records) of the Contractor and/or any Sub-Contractors as may be reasonably required in order to:

46.3.1 undertake verifications of the accuracy of the Charges or investigate suspected fraud;

46.3.2 undertake verification that the Services are being provided in accordance with this Contract and the Client's policies and that the Contractor is complying with all of its other obligations contained in this Contract;

46.3.3 undertake verification that the Contractor is complying with its obligations under **Clauses 43, 45 and 46** and **Schedule 23** and/or any obligations in relation to security and/or cyber security under this Contract;

46.3.4 assess and verify the Contractor's compliance with all Applicable Law;

46.3.5 assess and verify compliance with **Clause 24**;

46.3.6 assess and verify compliance with **Clause 25**;

46.3.7 enable the Client and any member of the TfL Group to:

46.3.7.1 fully comply with all Applicable Law (including any accounting, tax and filing obligations);

46.3.7.2 respond to enquiries raised by any Regulatory Authority or deal with any investigation by, or order or direction of, any Regulatory Authority; or

46.3.7.3 deal fully with enquiries, complaints or claims made by the customers of the Client, any other Service Recipient or other Third Parties.

46.4 For the purposes of exercising its rights under **Clause 46.2**, the Contractor will promptly provide (and will procure that its Sub-Contractors and Indirect Subcontractors promptly provide) the Client and/or any person nominated by the Client (including any Regulatory Authorities) with all reasonable co-operation including:

46.4.1 granting access to any premises, equipment, plant, machinery or systems (including all computer hardware and software and databases) used (whether



exclusively or non-exclusively) in the Contractor's performance of this Contract wherever situated and, where such premises, equipment, plant, machinery or systems are not the Contractor's own, using all reasonable endeavours to procure such access;

- 46.4.2 ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of and/or alteration to any Records;
  - 46.4.3 providing a reasonable number of copies of any Sub-Contracts and other documents or Records reasonably required by the Client and/or any auditor and/or granting copying facilities to the Client and/or any auditor for the purposes of making such copies,
  - 46.4.4 complying with the Client's and/or any auditor's reasonable requests for access to senior Contractor Personnel engaged by the Contractor in the performance of this Contract and/or the Services;
  - 46.4.5 making all Records and other documents and records required to be maintained under this Contract available for audit and inspection and providing copies of any Records if requested; and
  - 46.4.6 making the Contractor's personnel available for discussion with the Client.
- 46.5 The Client will, and will use its reasonable endeavours to procure that the Client and any person nominated by the Client (other than a Regulatory Authority) will, provide at least two (2) days' written notice of its intention to conduct an audit unless such audit is conducted in respect of a suspected fraud or suspected Security Incident or if required by or to be performed by a Regulatory Authority (or their representatives), in which event no notice will be required.
- 46.6 Any audit, inspection and/or testing by the Client pursuant to **Clause 46.2** will not relieve the Contractor (or any of its Sub-Contractors) from any obligation under this Contract or prejudice any of the Client's rights, powers or remedies against the Contractor.
- 46.7 If as a result of any audit, inspection and/or testing pursuant to **Clause 46.2**:
- 46.7.1 the Client is not satisfied that the Services are conforming or will conform in all respects with this Contract and the Client so informs the Contractor, the Contractor will take all steps necessary to ensure conformance and/or
  - 46.7.2 the Client has overpaid any Charges, the amount overpaid (together with interest at the rate specified in **Schedule 5** and accruing from the date of such overpayment until the date of the credit) will be applied as a credit to the next invoice issued by the Contractor or the Client may by written notice to the Contractor require to be paid that amount and the Contractor will remit the relevant amount to the Client in cleared funds within fourteen (14) days of such notice.
- 46.8 The Contractor will reimburse the Client's costs in undertaking any further audits to check the Contractor's compliance.
- 46.9 The Client's rights under this **Clause 46** are without prejudice to any other rights that the Client may have under this Contract or otherwise.

#### 47. **RELIANCE CONTRACTS**

##### 47.1 **Client requirements**

The Contractor acknowledges that it is fundamentally important to the Client to be able to transfer performance of the Services to the Client or a Replacement Contractor following the Termination Date and/or any Partial Termination Date. The Contractor further acknowledges that the Client requires the right for it (or a Replacement Contractor), at the Client's option, to

take novations of all Reliance Contracts and/or dedicated contracts or, where required by the Client, partial novations which relate to equipment and software (including the Equipment), Services and/or sub-contracted services to which the Contractor is party which are necessary or desirable in order for the continued performance of the Services following the Termination Date (and any Partial Termination Date) (as appropriate).

#### **47.2 New and amended Reliance Contracts**

The Contractor will not, and will procure that no member of the Contractor's Group will, at any time without the prior written consent of the Client:

- 47.2.1 amend the terms of any Reliance Contract if such amendment would make it more difficult for the Client or a Replacement Contractor to take an assignment or novation of that existing Reliance Contract following the termination of this Contract or reduce the services or goods provided under such existing Reliance Contract (whether the reduction is in terms of volume, speed or quality);
- 47.2.2 enter into any new contract which would be a Reliance Contract and upon which the Contractor or any other member of the Contractor's Group would also directly or indirectly rely in order to perform services for its own account or on behalf of other members of the Contractor's Group or for Third Parties. If the Client gives its prior written consent to the Contractor entering into any new Contract pursuant to this **Clause 47.2.2** then the provisions of **Clause 47.2.1** will apply to such new Contract as if it were an Reliance Contract;
- 47.2.3 enter into any new Reliance Contract. If the Client gives its prior written consent to the Contractor entering into any Reliance Contract pursuant to this **Clause 47.2.3** then the provisions of **Clause 47.2.1** will apply to such Reliance Contract and, as a condition of entering into such new Reliance Contract, the Contractor will ensure there is a right contained within such contract to novate it, upon Client's request, to a Service Recipient or, if no such right is able to be negotiated, agree an alternative approach which the Client is comfortable with (which may include use of a different supplier). The Client at no time shall unreasonably withhold its written consent.

#### **47.3 Compliance with Reliance Contracts**

The Contractor will, and will procure that each member of the Contractor's Group will, at all times comply in full with the terms of each Reliance Contract.

#### **47.4 Novation and Procurement Rights**

- 47.4.1 The Exit Plan will include details of the Reliance Contracts used in relation to the Services.
- 47.4.2 If there are any Reliance Contracts which are Exclusive Third Party Agreements and the Client has notified the Contractor in writing which of these (if any) it requires to be assigned or novated to the Transferee, then the Contractor will deal with such Contracts as Exclusive Third Party Agreements and the provisions of **Clause 48** (Exclusive Third Party Agreements) will apply.
- 47.4.3 To the extent that there are Reliance Contracts which are not Exclusive Third Party Agreements and the Client has notified the Contractor in writing which of these (if any) it requires to be assigned or novated to the Client or its nominated Transferee, then, subject to **Clause 47.4.4**, the Contractor will from the Termination Date, or Partial Termination Date, as applicable, (and in accordance with **Clause 48** in relation to Exclusive Third Party Agreements) novate the same to the Client or its nominated Transferee (which may be on a partial basis, novating the elements of the services, software, products, Assets and/or other elements otherwise dedicated to the Client or the Client Group by way of a partial assignment or novation on the same terms).



- 47.4.4 In the event that a Reliance Contract which is not an Exclusive Third Party Agreement does not have a right contained within it for it to be novated then, at the Client's request, the Contractor will use reasonable endeavours to procure that their supplier who supplies under the relevant Reliance Contract agrees to promptly enter into a contract with one or more Service Recipients nominated by the Client on such commercial and legal terms as the Client may reasonably require.

#### 48. **EXCLUSIVE THIRD PARTY AGREEMENTS**

- 48.1 The Contractor will ensure that it includes, within the final Exit Plan, details of the Exclusive Third Party Agreements used in relation to the Services. The Client will notify the Contractor in writing of which (if any) of the Exclusive Third Party Agreements it requires to be assigned to the Transferee (the "**Transferring Agreements**").
- 48.2 The Contractor will, with effect from the Termination Date, or Partial Termination Date, as applicable, assign to the Transferee, all its rights and interest under those Transferring Agreements which are capable of assignment without the consent of other parties.
- 48.3 If a Transferring Agreement cannot be assigned without the consent of a Third Party the Contractor will use all reasonable endeavours (with the co-operation of the Transferee) to procure such consent (or at the Transferee's request a novation), and from the applicable transfer date unless and until such assignment or novation then, subject to **Clause 48.7**:
- 48.3.1 the Contractor will hold the benefit of such Transferring Agreement upon trust for the Transferee absolutely, will manage and conduct each Transferring Agreement in accordance with the Transferee's directions and will account for and deliver to the Transferee in full any sums or any other benefits received by the Contractor in relation thereto; and
- 48.3.2 the Transferee will, as the Contractor's agent, perform all the obligations of the Contractor under such Transferring Agreements subject to such co-operation from the Contractor as may be reasonably requested by the Transferee.
- 48.4 No consideration will be payable for the assignment or novation of the Transferring Agreements
- 48.5 The Contractor warrants to the Transferee and will ensure from the Termination Date, or Partial Termination Date, as applicable, in respect of each Transferring Agreement that it has supplied a true, complete and accurate copy of that agreement to the Client and that no party to that agreement is (or has been) in breach of it.
- 48.6 Each of the Contractor and the Transferee will bear its own costs in relation to the assignment, novation or termination of any Transferring Agreement.
- 48.7 If any consent or novation is not obtained within seven (7) days after the Termination Date, or Partial Termination Date, as applicable, then the Transferee will be entitled by notice in writing to the Contractor to require the Contractor to exclude the relevant Transferring Agreement from the arrangements contained in **Clause 48.3**. The Contractor will indemnify the Transferee against the Recoverable Liabilities from any Third Party claims, in each case arising out of or in connection with such failure. Any costs incurred by the Contractor in relation to such exclusion (including any costs associated with terminating that Transferring Agreement) will be for the Contractor's account.
- 48.8 On the Termination Date, or Partial Termination Date, as applicable, the Contractor will deliver (or procure the delivery) to the Transferee of the original of each Transferring Agreement and copies of all correspondence and documentation in relation to them.
- 48.9 For the avoidance of doubt, where a Transferring Agreement and/or Reliance Contract includes assets for other customers and/or Contractor or its Group, the Client is entitled to



require the Contractor to comply with **Clauses 48.1 to 48.8** inclusive above by way of a partial novation in respect of the services, software, products, and/or other elements otherwise dedicated to the Client or Client Group which the Client nominates it wishes the novations, assignments and/or arrangements to apply to and the terms set out above shall apply mutatis mutandis.

49. **QUALITY AND BEST VALUE**

The Contractor acknowledges that the Client is a best value authority for the purposes of the Local Government Act 1999 and as such the Client 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) and, as such, the Contractor will assist the Client to discharge the Client's duty where possible, and in doing so, carry out any review of the Services where reasonably requested by the Client from time to time. The Contractor agrees to negotiate in good faith (acting reasonably) any changes to this Contract in order for the Client to achieve best value.

50. **SECURITY FOR DUE PERFORMANCE**

50.1 The Contractor will provide, at the Contractor's expense, a parent company guarantee (from such Holding Company as the Client may require) ("**Guarantor**") in the form contained in **Schedule 18** and, if requested by the Client, a legal opinion as to its enforceability in the form contained in the Appendix to **Schedule 18**.

50.2 The Client will not be obliged to make any payment to the Contractor under this Contract (whether for the Charges or otherwise) unless and until the Contractor has complied with **Clause 50.1**.

50.3 The Contractor will be regarded as being in material breach of this Contract which is incapable of remedy in the event that any parent company guarantee required by the Client is or becomes invalid or otherwise unenforceable.

50.4 The Contractor will provide to the Client within ten (10) Business Days of the Client's request, such financial information in respect of the Guarantor as the Client may reasonably request from time to time, including a copy of the parent company's most recent published accounts and/or (if applicable) any interim accounts.

50.5 Without prejudice to the terms of the parent company guarantee contained in **Schedule 18**, if the Parties agree a Change that materially impacts the Contractor's obligations under this Contract, or there is a Re-allocation or Partial Termination, the Contractor shall, where requested by the Client, procure that the Guarantor provides either:

50.5.1 written confirmation to the Client that, notwithstanding the Change, Re-allocation or Partial Termination (as applicable), the guarantee provided pursuant to **Clause 50.1** remains valid and fully enforceable in accordance with its terms; or

50.5.2 a replacement guarantee in the form contained in **Schedule 18**

as the Client requires.

51. **LONDON LIVING WAGE**

51.1 The Contractor acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the TfL Group ensure that the London Living Wage be paid to anyone engaged by any member of the TfL Group 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 Client's estate in the circumstances set out in **Clause 51.3**.

51.2 Without prejudice to any other provision of this Contract, the Contractor will:

51.2.1 ensure that its employees and procure that the employees of its Sub-Contractors engaged in the provision of the Services:

51.2.1.1 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

51.2.1.2 on the Client's estate including (without limitation) premises and land owned or occupied by the Client,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

51.2.2 ensure that none of:

51.2.2.1 its employees; nor

51.2.2.2 the employees of its Sub-Contractors,

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

51.2.3 provide to the Client such information concerning the London Living Wage as the Client or its nominees may reasonably require from time to time, including (without limitation):

51.2.3.1 all information necessary for the Client to confirm that the Contractor is complying with its obligations under **Clause 51**; and

51.2.3.2 reasonable evidence that **Clause 51** has been implemented;

51.2.4 disseminate on behalf of the Client to:

51.2.4.1 its employees; and

51.2.4.2 the employees of its Sub-Contractors,

engaged in the provision of the Services such perception questionnaires as the Client may reasonably require from time to time and promptly collate and return to the Client responses to such questionnaires; and

51.2.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

51.2.5.1 allowing the CCSL to contact and meet with the Contractor's employees and any trade unions representing the Contractor's employees;

51.2.5.2 procuring that the Contractor's Sub-Contractors allow the CCSL to contact and meet with the Sub-Contractors' employees and any trade unions representing the Sub-Contractors' employees,

in order to establish that the obligations in **Clause 51.3** have been complied with.

51.3 For the avoidance of doubt the Contractor will:

51.3.1 implement the annual increase in the rate of the London Living Wage; and

51.3.2 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.

51.4 The Client reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Contractor's staff and the staff of its Sub-Contractors.

51.5 Without limiting the Client's rights under any other termination provision in this Contract, the Contractor will remedy any breach of the provisions of this **Clause 51** within four (4) weeks' notice of the same from the Client (the "**Notice Period**"). If the Contractor remains in breach of the provisions of this **Clause 51** following the Notice Period, the Client may by written notice to the Contractor immediately terminate this Contract.

## 52. **CONTRACTOR VEHICLE AND ROAD SAFETY REQUIREMENTS**

52.1 The Contractor will comply with the Contractor Vehicle Schedule attached to this Contract as **Schedule 16 (Permitting, Traffic Management and Lane Rental)** when providing the Services.

52.2 Without limiting the effect of any other Clause of this Contract relating to termination, if the Contractor fails to comply with the Contractor Vehicle Schedule :

52.2.1 the Contractor has committed a material breach of this Contract; and

52.2.2 the Client may refuse the Contractor, its employees, agents and delivery, service and other vehicles entry onto any property that is owned, occupied or managed by the Client for any purpose (including but not limited to deliveries).

52.3 Save where stated otherwise in the Scope, the Contractor will be responsible for meeting the cost of any fixed penalty charges attributable to its operations resulting in the occupation of road space while not being covered by a valid permit, or failure to meet the conditions of a permit, or through any administrative failures including, but not limited to, failures to submit notifications within the required timescales, or failure to include accurate information within such notifications.

## 53. **SET OFF**

In addition to any and all other rights of the Client and the TfL Group (whether at common law or under equity under this Contract), all damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Client arising out of or attributable to this Contract and the Contractor may be deducted by the Client from monies due or which may become due to the Contractor under this Contract or the Client may recover such amount as a debt.

## 54. **CONFLICT OF INTEREST**

54.1 The Contractor warrants that it does not and will not have at the Contract Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the provision of the Services or the Client or any member of the TfL Group, save to the extent fully disclosed to and approved in writing by the Client.

54.2 The Contractor will undertake ongoing checks for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and will notify the Client in writing immediately upon becoming aware of any actual or potential conflict of interest with the provision of the Services or the Client or any member of the TfL Group and will work with the Client to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Client's satisfaction, provided that, where the Client is not so satisfied, it may terminate this Contract in accordance with **Clause 32.1.15**.



55. **EARLY WARNING**

55.1 The Contractor will give an early warning by notifying the Client as soon as it becomes aware of any matter which could:

55.1.1 increase the Regular Maintenance Charges or Prices;

55.1.2 delay delivery of the Services (including the Target Commissioning Date, Completion or a Key date under any Works Instruction);

55.1.3 impair the performance of the Services in use;

55.1.4 adversely affect the creation or use of the Information Model;

55.1.5 affect the work of the Client, or any Third Party Supplier or other Third Party; or

55.1.6 constitute or cause a breach of any of the Contractor's obligations under this Contract (including under any Works Instruction).

55.2 The Contractor and the Client will co-operate in making and considering proposals for how the effect of each matter which has been notified as an early warning can be avoided or reduced and deciding and recording actions to be taken. To the extent that a Change is required and/or agreed as a result of a matter which has been notified as an early warning the Parties shall comply with the provisions of the Change Control Procedure in order to implement any such Change and the consequences thereof.

56. **VARIATIONS TO THE CONTRACT**

56.1 Additions to and/or amendments to and/or deletions of the Sites and the Installed Equipment may be made by the Client by notifying the Contractor using the allocated System as confirmed by TfL in writing from time to time.

56.2 The Maintenance Charges for Regular Maintenance and other Maintenance in relation to Sites and Installed Equipment added to or removed from the Contract shall be varied to reflect the Contractor's increase or decrease in Sites and/or Equipment in accordance with **Schedule 5**.

56.3 Without prejudice to the provisions of **Clauses 56.1** and **56.2** above, in respect of the Client's right to add or remove Sites and/or Installed Equipment and/or save as otherwise expressly provided in this Contract, this Contract may only be varied or amended with the written agreement of both Parties in accordance with the Change Control Procedure.

56.4 Save as set out in this Clause, a variation will not be binding and the Client will have no obligation to pay for any work undertaken or goods or services provided by the Contractor in connection with any variation unless such variation has been made in accordance with the Change Control Procedure.

57. **NOVATION**

57.1 The Client may assign, novate or otherwise transfer this Contract (in whole or in part). Within ten (10) Business Days of a written request from the Client, the Contractor will, at its expense, execute one or more agreements substantially in the form specified in **Schedule 17** with such amendments as the Client may require by which the Client will transfer all or part of its rights and obligations under this Contract to one or more persons nominated by the Client.

57.2 The Contractor may not assign, novate or otherwise transfer this Contract (in whole or in part) without the prior written consent of the Client which may be refused or granted subject to such conditions as the Client sees fit.

58. **NOTICES AND COMMUNICATIONS**

58.1 Subject to **Clauses 58.4** and **58.5** any notice or demand required to be given in accordance with this Contract will be in writing, in the English language and:

58.1.1 delivered by hand; or

58.1.2 sent by prepaid first class post or recorded delivery post,

to the relevant Party using the appropriate contact information detailed in **Schedule 1** (or such other contact information as may be notified by the relevant Party to the other Party from time to time in accordance with this **Clause 58**).

58.2 Any notice or demand given in accordance with **Clause 58.1** will be deemed to have been served:

58.2.1 if delivered by hand, at the time of delivery;

58.2.2 if sent by prepaid first class post or recorded delivery post at 9.00 am two (2) Business Days after the date of posting,

provided that if a notice or demand is served before 9.00 am on a Business Day it will be deemed to be served at 9.00 am on that Business Day and if it is served on a day which is not a Business Day or after 5.00 pm on a Business Day it will be deemed to be served at 9.00 am on the immediately following Business Day.

58.3 To prove service of a notice or a demand it will be sufficient to prove that the provisions of this **Clause 58** were complied with.

58.4 Any communications of an operational nature may be given not only in accordance with **Clause 58.1** but also via any System that the Project Manager may reasonably require in writing the Contractor to input into or operate. Without prejudice to the generality of the foregoing, Works Instructions, documents drafted (including Design Documentation) and submissions made by the Contractor to the Client under this Contract must be in writing and sent by fax, post, e-mail and/or inputted onto Systems nominated by the Client by writing.

58.5 This **Clause 58** will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

59. **WAIVER**

59.1 No failure or delay by any Party hereto in exercising any right, power or privilege under this Contract will impair such right, power or privilege or be construed as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

59.2 No waiver of any of the provisions of this Contract will be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

59.3 The rights and remedies of the Client herein provided are cumulative and in addition to and not exclusive of any rights and remedies provided by law.

60. **INVALIDITY AND SEVERABILITY**

60.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions hereof will continue in full force and effect as if this Contract had been executed with the invalid, illegal, or unenforceable provision eliminated.

- 60.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the Client and the Contractor will immediately commence good faith negotiations to remedy such invalidity.

61. **RELATIONSHIP OF THE PARTIES**

- 61.1 Nothing in this Contract will constitute, or be deemed to constitute, a partnership between the Parties nor, except as expressly provided, will either Party be deemed to be the agent of the other.
- 61.2 Subject to any express provisions to the contrary in this Contract, the Contractor will have no right or authority to and will not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Client or bind the Client in any way.

62. **SURVIVAL**

The provisions of **Clauses 9, 17, 18, 20, 21, 22, 23.4, 24, 26.2, 26.4, 27, 33, 34, 40, 41, 42, 43, 44, 45, 46, 50, 51, and 58 to 75 (inclusive) and Schedules 2, 9, 10, 15, Part B of Schedule 20 and Schedules 23, 24 and 25** and any other Clauses or Schedules that are necessary to give effect to those Clauses will survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract will do so.

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

- 63.1 Subject to **Clauses 63.2.1 and 63.2.2**, the Parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**") by any person not a Party to it.
- 63.2 The Client anticipates and will try to (but may not be able to) ensure (using reasonable endeavours) that, to the extent reasonably permissible in law, claims relating to this Contract shall be channelled through the Client and/or its representatives. However, the Contractor acknowledges and agrees that, notwithstanding the above:
- 63.2.1 any member of the TfL Group and/or any other Service Recipients and/or any Replacement Contractor will have the right to enforce the terms of this Contract conferring a benefit upon them including under the Capital Works Conditions of Contract (**Schedule 6 Part A**) and/or any other terms conferring a benefit on them in accordance with the Third Party Act; and
- 63.2.2 without limitation to **Clause 63.2.1**, the Service Recipients and the Indemnified Parties shall have the right to bring a claim direct against the Contractor pursuant to **Clause 21** (Liability) and **Clause 44** (Intellectual Property Rights), together with the right to enforce any other provision of this Contract that confers a right or benefit on them, including **Clause 29** (Access to Premises), **Clause 40** (Confidentiality) and **Clause 45** (Data) in accordance with the provisions of the Third Party Act.
- 63.3 The Parties reserve the right to rescind, novate or vary this Contract or vary any terms, or part of it, without the consent of the Indemnified Parties or any member of the TfL Group or the Service Recipients (other than the Client).

64. **ENTIRE AGREEMENT**

- 64.1 Subject to **Clause 64.2**:
- 64.1.1 this Contract and all documents referred to in this Contract, contains all of the terms which the Parties have agreed relating to the subject matter of this Contract and such documents and supersedes and extinguishes any prior drafts, agreements,



undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into this Contract by a statement which this Contract does not contain; and

64.1.2 without prejudice to the Contractor's obligations under this Contract, the Contractor is responsible for and will make no claim against the Client in respect of any misunderstanding affecting the basis of the Contractor's tender in respect of this Contract or any incorrect or incomplete information howsoever obtained.

64.2 Nothing in this **Clause 64** excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

65. **SUCCESSORS**

This Contract will be binding upon and benefit each Party to this Contract and their successors and permitted assigns.

66. **COSTS AND EXPENSES**

Each Party will be responsible for all its own costs and expenses in connection with the negotiation, preparation, execution and performance of this Contract and all matters contemplated by this Contract.

67. **FURTHER ASSURANCE**

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of this Contract.

68. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by the Parties on different counterparts and each such counterpart will constitute an original of this Contract but all the counterparts will together constitute one and the same instrument.

69. **EQUITABLE REMEDIES**

For the avoidance of doubt, no provision of this Contract will have the effect of removing or reducing any equitable remedies available to the Client including, but not limited to, the Client's rights to seek an order for specific performance by the Contractor.

70. **WEEE**

70.1 When procuring WEEE Equipment (which is of a type intended for use by users other than private households) for use pursuant to this Contract whether by direct purchase by the Contractor, purchase on behalf of the Client, lease or otherwise, the Contractor will ensure that in accordance with the WEEE Regulations that the producer of the WEEE Equipment (whether the Contractor or a Third Party) shall assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of:

70.1.1 all waste electrical and electronic equipment arising from the WEEE Equipment; and

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

- 70.2 When procuring WEEE Equipment (which is of a type intended for use by private households, or by both private households and users other than private households) for use pursuant to this Contract, whether by direct purchase by the Contractor, purchase on behalf of the Client, lease or otherwise the Contractor will ensure that in accordance with the WEEE Regulations that the producer of the WEEE Equipment (whether the Contractor or a Third Party) shall comply with its obligations regarding the refinancing of the costs of the collection, treatment, recovery and environmentally sound disposal of WEEE from private households.
- 70.3 When procuring WEEE Equipment the Contractor will provide evidence as to who is the registered producer (including the WEEE registration number of the relevant producer) in respect of all WEEE Equipment supplied by the Contractor within fourteen (14) days of a written request from the Client to do so.
- 70.4 As between the Contractor and the Client the Contractor acknowledges that it has and agrees to and will accept full responsibility for all obligations and costs in respect of the collection, treatment, recovery and environmentally sound disposal of all WEEE Equipment (whether supplied and/or otherwise subject to the Services pursuant to this Contract) including for the avoidance of doubt all Installed Equipment as at the Contract Commencement Date which comes to end of life during the course of this Contract.
- 70.5 The Contractor will indemnify the Client from and against any and all Losses which the Client and/or the other Service Recipients incur (to the extent permitted by law), as a result of any failure on the part of the Contractor to comply with the terms of this **Clause 70**.
71. **ROHS**
- 71.1 The Contractor will ensure that all WEEE Equipment supplied pursuant to this Contract after the Contract Commencement Date:
- 71.1.1 is CE or CA marked (as required); and
- 71.1.2 complies with the substance restrictions in the ROHS Regulations.
72. **BATTERIES**
- 72.1 When procuring WEEE Equipment containing batteries for use pursuant to this Contract whether by direct purchase by the Contractor, purchase on behalf of the Client, lease or otherwise the Contractor will ensure that in accordance with the Batteries Regulations that the producer of that WEEE Equipment or the producer of the battery as the case may be (whether the Contractor or a Third Party) is also registered as a battery producer. The Contractor will provide evidence as to who is the registered producer (including the batteries registration number) in respect of all batteries contained within WEEE Equipment supplied by the Contractor within fourteen (14) days of a written request from the Client to do so.
- 72.2 As between the Contractor and the Client the Contractor accepts full responsibility for all obligations and costs in respect of the collection, treatment, recovery and environmentally sound disposal of all batteries contained within WEEE Equipment (whether supplied and/or otherwise subject to the Services pursuant to this Contract) including for the avoidance of doubt all batteries contained in Installed Equipment as at the Contract Commencement Date which comes to end of life during the course of this Contract.
- 72.3 The Contractor will indemnify the Client harmless from any and all Losses which the Client or the other Service Recipients incur (to the extent permitted by law), as a result of any failure on the part of the Contractor to comply with the terms of this **Clause 72**.
- 72.4 The Contractor will ensure that all batteries contained in the WEEE Equipment are in compliance with all relevant legislation regarding battery chemistry and labelling.

73. **REACH**

73.1 The Contractor will ensure that any WEEE Equipment supplied complies with GB REACH and that to the extent necessary there will be an appropriate registration in accordance with GB REACH in respect of the import into GB of any relevant substances/mixtures within any WEEE Equipment supplied and that it will provide information in relation to Substances of Very High Concern to the Client as required by GB REACH.

73.2 The Contractor will indemnify the Client from and against any and all Losses which the Client or the other Service Recipients incur (to the extent permitted by law), as a result of any failure on the part of the Contractor to comply with the terms of this **Clause 73**.

74. **DISPUTE RESOLUTION**

74.1 In order to overcome differences and avoid disputes and where this cannot be achieved to facilitate their clear definition and early resolution (whether by agreement or otherwise) the Parties will first follow the procedure set out in **Clause 74.3** in respect of all disputes in relation to this Contract (save that either Party will have the right to refer a dispute to adjudication at any time in accordance with **Clause 74.6**). The Parties may then follow the procedures set out in **Clauses 74.5** or **74.6** or proceed to litigation in accordance with **Clause 75**.

74.2 The Contractor will continue to provide the Services and be paid in accordance with this Contract and without delay or disruption whilst a Dispute is being resolved.

74.3 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 **Clause 74** and **Clause 74.4** to **74.6** (inclusive) will not apply in respect of any circumstances where such remedies are sought.

74.4 **Escalation**

74.4.1 As soon as either Party becomes aware of any matter which if not resolved might become a dispute it will so advise the other Party in writing.

74.4.2 The Client and the Contractor will use reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Contract ("**Dispute**").

74.4.3 If the Dispute is not settled through discussion between the Project Manager and the Contractor's Contract Manager within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.

74.5 **Mediation**

74.5.1 If the Dispute is not resolved within fourteen (14) Business Days of referral to the Senior Personnel, either Party may propose by notice to the other Party ("**Notice**") that a structured mediation or negotiation be entered into with the assistance of a mediator.

74.5.2 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within twenty-eight (28) Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator will be divided equally between the Parties or as the Parties may otherwise agree in writing.

74.5.3 Where a Dispute is referred to mediation under this **Clause 74.5**, the Parties:



74.5.3.1 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; and

74.5.3.2 agree to co-operate fully with such a mediator and to provide such assistance as is necessary to enable the mediator to discharge its duties.

All negotiations connected with respect to the Dispute will be conducted in confidence and without prejudice to the rights of the Parties in any future court proceedings.

74.5.4 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, it will be final and binding on the Parties.

74.5.5 If the Parties fail to reach agreement within forty (40) Business Days of the appointment of the mediator, such failure will be without prejudice to the right of either Party to refer the Dispute to the English courts. In addition, failing agreement, either of the Parties may invite the mediator to provide a non-binding opinion in writing as to the merits of the Dispute and the rights and obligations of the Parties. Such opinion will be provided on a without prejudice basis and will be subject to the confidentiality provisions of this Contract.

#### 74.6 **Adjudication**

74.6.1 In this Clause, time periods stated in days exclude Christmas Day, Good Friday and bank holidays in England.

74.6.2 Either Party has the right to refer a Dispute to the Adjudicator at any time by way of a Notice of Adjudication.

74.6.3 The Adjudicator shall act impartially and decides the Dispute as an independent adjudicator and not as an arbitrator.

74.6.4 The Parties may choose an adjudicator (or replacement adjudicator, as necessary) jointly or a Party may ask the Adjudicator Nominating Body to choose an adjudicator. Such joint appointment or referral to the Adjudicator Nominating Body shall take place immediately upon the serving of a Notice of Adjudication, or immediately following the position of Adjudicator falling vacant.

74.6.5 The Adjudicator Nominating Body shall choose an adjudicator within four (4) days of the request. The chosen adjudicator shall become the "**Adjudicator**".

74.6.6 A replacement Adjudicator shall have the power to decide a Dispute referred to his predecessor but not decided at the time when his predecessor resigned or became unable to act. The Adjudicator shall deal with an undecided Dispute as if it had been referred to him on the date he was appointed.

74.6.7 The Adjudicator, his employees and agents shall not be liable to the Parties for any action or failure to take action in an adjudication unless the action or failure to take action was in bad faith.

74.6.8 Before a Party refers a Dispute to the Adjudicator, that Party shall give a Notice of Adjudication to the other Party with a brief description of the Dispute, including the provisions of this Contract that are relevant to the Dispute, the relief sought, the basis for claiming the relief sought and the decision that the Party wishes the Adjudicator to make. Following the appointment of the Adjudicator, the Party issuing the Notice of Adjudication shall immediately send a copy of the Notice of

Adjudication to the Adjudicator. Within three (3) days of the receipt of the Notice of Adjudication, the Adjudicator shall notify the Parties:

- 74.6.8.1      that he is able to decide the Dispute in accordance with this Contract;  
or
- 74.6.8.2      that he is unable to decide the Dispute and has resigned.
- 74.6.9      If the Adjudicator does not so notify within three (3) days of the issue of the Notice of Adjudication, either Party may act as if he has resigned.
- 74.6.10      Within seven (7) days of a Party giving a Notice of Adjudication that Party shall:
  - 74.6.10.1      refer the Dispute to the Adjudicator;
  - 74.6.10.2      provide the Adjudicator with the information on which that Party relies, including the factual and contractual or other basis of the claim, the amount (if any) claimed and any supporting documents, and
  - 74.6.10.3      provide a copy of the information and supporting documents that Party has provided to the Adjudicator to the other Party.
- 74.6.11      Upon receipt of the referral notice, the Adjudicator shall inform every Party to the Dispute of the date that it was received. Within fourteen (14) days from the referral, any Party, who is not the Party giving a Notice of Adjudication, shall provide the Adjudicator with the information on which that Party relies, including the factual and contractual or other basis of the claim, the amount (if any) claimed and any supporting documents.
- 74.6.12      The time periods set out in **Clauses 74.6.10 and 74.6.11** above may be extended if the Adjudicator and the Parties agree.
- 74.6.13      If a matter disputed by the Contractor under or in connection with a Sub-Contract is also a matter disputed under or in connection with this Contract the Contractor may, with the consent of the Sub-Contractor and the Client, refer the Sub-Contract dispute to the Adjudicator at the same time as the main Contract referral. The Adjudicator shall then decide the disputes together and references to the Parties for the purposes of the dispute shall be interpreted as including the Sub-Contractor. The Parties shall comply with any reasonable request by the Adjudicator for more time to decide the disputes referred to him.
- 74.6.14      The Adjudicator may:
  - 74.6.14.1      make directions for the conduct of the Dispute;
  - 74.6.14.2      review and revise any action or inaction of the Client related to the Dispute and alter a quotation which has been treated as having been accepted;
  - 74.6.14.3      take the initiative in ascertaining the facts and the law related to the Dispute;
  - 74.6.14.4      instruct a Party to provide further information related to the Dispute within a stated time; and
  - 74.6.14.5      instruct a Party to take any other action which he considers necessary to reach his decision and to do so within a stated time.

- 74.6.15 If a Party does not comply with any instruction within the time stated by the Adjudicator, the Adjudicator may continue the adjudication and make his decision based upon the information and evidence he has received.
- 74.6.16 The Adjudicator shall consider any relevant information submitted to him by any of the Parties and shall make available to them any information to be taken into account in reaching a decision.
- 74.6.17 A communication between a Party and the Adjudicator shall be communicated to the other Party at the same time.
- 74.6.18 Save as required by Applicable Law, the Parties and the Adjudicator shall keep information relating to the Dispute confidential.
- 74.6.19 For Disputes relating to Instructed Capital Works or Instructed Ordered Maintenance, if the Adjudicator's decision includes assessment of additional cost or delay caused to the Contractor, the Adjudicator shall make his assessment in the same way as a compensation event is assessed.
- 74.6.20 The Adjudicator shall decide the Dispute and notify the Parties of his decision and his reasons within twenty-eight (28) days of the Dispute being referred to him. This period may be extended by up to fourteen (14) days with the consent of the Parties or by any other period agreed by the Parties.
- 74.6.21 After the giving of a Notice of Adjudication, the Parties may seek to agree how the Adjudicator allocates the costs and expenses of the adjudication, excluding the Adjudicator's own remuneration and expenses, as between the Parties.
- 74.6.22 Subject to any agreement of the Parties, the Adjudicator shall allocate payment of his own remuneration and expenses as between the Parties.
- 74.6.23 Unless and until the Adjudicator has notified the Parties of his decision the Parties shall proceed as if the matter disputed was not disputed.
- 74.6.24 If the Adjudicator does not make his decision and notify it to the Parties within the time provided by this Contract the Parties and the Adjudicator may agree to extend the period for making his decision. If they do not agree to an extension, either Party may act as if the Adjudicator has resigned.
- 74.6.25 The Adjudicator's decision is binding on the Parties unless and until revised by the courts pursuant to any legal proceedings and is enforceable as a matter of contractual obligation between the Parties and not as an arbitral award. The Adjudicator's decision shall be final and binding if neither Party has notified the other within the time required by this Contract that he is dissatisfied with a matter decided by the Adjudicator and intends to refer the matter to the courts.
- 74.6.26 The Adjudicator may on his own initiative or on the application of a Party correct his decision so as to remove a clerical or typographical error arising by accident or omission. Any correction of a decision must be made within five days of the delivery of the decision to the Parties. As soon as possible after correcting a decision in accordance with this Clause, the Adjudicator shall deliver a copy of the corrected decision to each of the Parties. Any correction of a decision shall form part of the decision.
- 74.6.27 If the Adjudicator's decision changes an amount notified as due, payment of the sum decided by the Adjudicator is due not later than seven days from the date of the decision or the final date for payment of the notified amount whichever is the later.



- 74.6.28 Unless the Parties agree otherwise, a Party shall not refer any Dispute under or in connection with this Contract to the courts unless it has first been decided by the Adjudicator in accordance with this Contract.
- 74.6.29 If, after the Adjudicator notifies his decision, a Party is dissatisfied, that Party may notify the other Party of the matter which he disputes and state that he intends to refer it to the courts. The Dispute may not be referred to the courts unless this notification is given within six (6) weeks of the notification of the Adjudicator's decision.
- 74.6.30 The courts shall settle the Dispute referred to it. The courts shall have the power to reconsider any decision of the Adjudicator and to review and revise any action or inaction of the Client related to the Dispute. A Party shall not be limited in court proceedings to the information or evidence put to the Adjudicator.
- 74.6.31 Neither Party shall call the Adjudicator as a witness in court proceedings.

75. **LAW AND JURISDICTION**

- 75.1 Without prejudice to **Clause 74.6**, and subject to **Clause 75.2**, the courts of England and Wales have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Contract.
- 75.2 Any Party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction
- 75.3 Subject to **Clause 75.2**, each Party waives any objection to, and submits to, the jurisdiction of the courts of England and Wales. Each Party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of England and Wales or any other jurisdiction.

This Contract has been signed by for and on behalf of the Parties on the day and year written above.

Signed by )  
[redacted] (Managing Director) )  
For and on behalf of )  
**Yunex Limited** )

[redacted]

Signed by )  
[redacted] Finance Director) )  
For and on behalf of )  
**Yunex Limited** )

[redacted]

Signed by )  
for and on behalf of )  
**Transport for London** )

[redacted]

Signature of Authorised Signatory

[redacted]

Print name and position of Authorised Signatory

23 MARCH 2023  
Date

# **TRAFFIC TECHNOLOGY CONTRACT (TTC)**

## **LOT 4 (FOUR) NORTH AND CENTRAL)**

### **Schedule 1**

### **Key Contract Information**

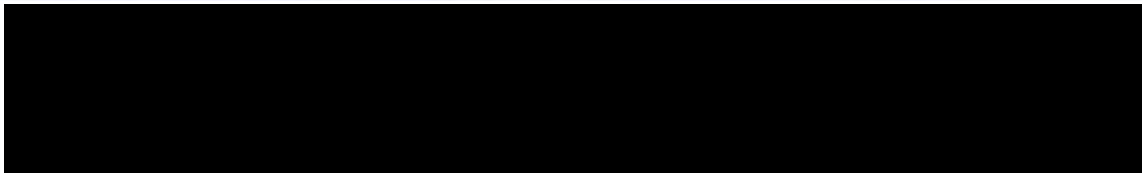


## PART A

### Key Contract Information

**Contract Reference Number:** ICT14343

1. **Name of Contractor:** Yunex Limited
2. **Name of Parent Company:** Yunex GmbH
3. **Contract Areas:** 4 North & Central (as such areas are described in Annex C below and including the Borough areas described in Annex D below)
4. **Contract Commencement Date:** the date of this Contract.
5. **Initial Term:** 8 years (1 + 1 possible extension periods) from the date of the Contract Commencement Date
6. **Address where invoices will be sent:** TfL FSC, Accounts Payable  
14 Pier Walk  
London  
SE10 0ES
7. **The Authority's Account Details** (to be quoted on all invoices):



8. **Details of the Project Manager (Ordered Maintenance Works) for the Contract:**

**Name:** [REDACTED]  
**Address:** Transport for London  
Palestra,  
197 Blackfriars Road  
London  
SE1 8NJ

**Email:** [REDACTED]

9. **Details of the Project Manager (Capital Works) for the Contract:**

**Name:** [REDACTED]

**Address:** Transport for London  
Palestra,  
197 Blackfriars Road  
London  
SE1 8NJ

**Email:** [REDACTED]

10. **Details of the Authority's commercial manager with day-to-day management responsibility for the Contract:**

**Name:** [REDACTED]

**Address:** Transport for London  
6th Floor, 14 Pier Walk  
North Greenwich  
London  
SE10 0ES

**Email:** [REDACTED]

11. **Details of the Contractor's Contract Manager with day-to-day management responsibility for the Contract:**

**Name:** [REDACTED]

**Address:** Yunex Traffic, Unit 2  
Delta Park Industrial Estate  
Millmarsh Lane  
Enfield  
EN3 7QJ

**Tel:** [REDACTED]

**Email:** [REDACTED]

12. **Details of the Contractor's engineer with day-to-day engineering responsibility for the Contract:**

**Name:** [REDACTED]

**Address:** Yunex Traffic, Unit 2,  
Delta Park Industrial Estate

Millmarsh Lane  
Enfield  
EN3 7QJ

Tel: [REDACTED]

Email: [REDACTED]

13. **Addresses for service of notices and other documents in accordance with Clause 58 is:**

**The Authority:**

FAO: [REDACTED]

Transport for London  
6th Floor, 14 Pier Walk  
North Greenwich  
London  
SE10 0ES

Email: [REDACTED]

**The Contractor:**

FAO: Company Secretary  
Yunex Limited  
Sopers Lane  
Poole  
BH17 7ER

14. **Contractor's Permitted Sub-Contractors: are listed in Schedule 11.**



## **PART B**

### **Contract Scope**

#### **Introduction**

This document and its Annexes set out the scope of Works and Services that the Contractor will deliver under the TTC Contract (the "Contract").

#### **Contract Overview**

The Contract enables the Authority to instruct the following types of works and services described in Annex A including:

1. **Regular Maintenance** – day to day maintenance of the Authority's assets as described in Annex A;
2. **Ordered Maintenance** – reactive maintenance instructed by the Authority from time to time as necessary of a value less than £250,000 per instruction; and
3. **Capital Works** – development, modernisation, new installations and asset investment projects. Instructed by the Authority of a value less than £250,000 per instruction.

Ordered Maintenance and Capital Works of a value less than £250,000 in a Contract Area will be undertaken by the Contractor unless that Contract Area is removed from the Contractor in accordance with the mechanism set out in Schedule 4 or Clause 31 of this Contract.

This Contract does not provide any mechanism for the Contractor to respond to requests for quotations for Works under the Authority's STIC Framework.

The works/services will be priced based on the rates and prices as set out in Schedule 5 and Schedule 6B of this Contract.

## Equipment and Service/Works Types

The following types of equipment, works and services are within the scope of this Contract:

|   |              |     |
|---|--------------|-----|
|   |              |     |
| Junction Automated Traffic Signals (ATS)          |              | Yes |
| Signalled Crossings                               | Controlled   | Yes |
| Variable Message Signs                            |              | Yes |
| Over Height Vehicle Detection and Equipment       |              | Yes |
| Control Equipment                                 |              | Yes |
| Street Cabinets and Communication Equipment       |              | Yes |
| Vehicle, Pedestrian and Cyclist Detection Systems |              | Yes |
| Associated Engineering                            | Civil        | Yes |
| Wig Wags  |              | Yes |
| Power Associated                                  | Installation | Yes |
| Secret Signs                                      |              | Yes |
| Mounting Equipment & Mast Arms                    |              | Yes |
| Public Transport Priority Systems                 |              | Yes |
| CCTV Street Infrastructure                        |              | No  |

All of the above equipment, works and services are described in detail within:

- a. Schedule 3 of this Contract;

- b. All Conditions of Contract including Schedule 6a; and
- c. NEC Conditions of Contract for Ordered Maintenance and Capital Works Instructions.

#### **ANNEX A: THE CONTRACT**

- 1.1 The Authority intends to award a Contract for various types of Works and Services, as set out in paragraph 1.2 below.
- 1.2 The Works and Services that can be awarded under this Contract in the Contract Areas include:

| <b>Works</b>   | <b>Description</b>   |
|--|--|
| Regular & Reactive Maintenance, including Emergency Response         | <p>Regular &amp; Reactive Maintenance of all Installed Equipment within each Contract Area up to the agreed value "Regular Maintenance Payment" as detailed within Schedule 5 of this Contract.</p> <p>All Regular &amp; Reactive Maintenance will be carried out in strict accordance with the Authority's Statement of Requirements Schedule 3 to achieve the Service Levels detailed within Schedule 4 and the Availability Targets detailed within Schedule 5.</p>   |
| Capital Works and/or Ordered Maintenance Works of less than £250,000 | <p>Capital Works and/or Ordered Maintenance in each Contract Area, as further detailed within Schedule 3 of this Contract, of less than £250,000 per instruction will be carried out by the Contractor. Where the Contractor's performance has dropped below certain thresholds as set out in Schedule 4, these works can be removed either temporarily or permanently from the Contractor and re distributed either via the TTC Framework as appropriate (which may involve a mini competition across suppliers appointed to the TTC Framework for the applicable Contract Area except the Contractor if it is appointed to that Framework) or another competitive procurement process.</p> |

- 1.3 The scope referred to in paragraph 1.2 above may be varied in accordance with the terms of this Contract.



## ANNEX B –WORKS AND SERVICES

The scope of the works and services which will be required under this Contract include:

- the design, supply, installation, testing, commissioning, maintenance and disposal of:

|  |     |
|--|-----|
| <b>Junction Automated Traffic Signals (ATS)</b>          | Yes |
| <b>Signalled Controlled Crossings</b>                    | Yes |
| <b>Variable Message Signs</b>                            | Yes |
| <b>Over Height Vehicle Detection and Equipment</b>       | Yes |
| <b>Control Equipment</b>                                 | Yes |
| <b>Street Cabinets and Communication Equipment</b>       | Yes |
| <b>Vehicle, Pedestrian and Cyclist Detection Systems</b> | Yes |
| <b>Associated Civil Engineering</b>                      | Yes |
| <b>Wig Wags</b>  | Yes |
| <b>Power Installation Associated</b>                     | Yes |
| <b>Secret Signs</b>                                      | Yes |
| <b>Mounting Equipment &amp; Mast Arms</b>                | Yes |
| <b>Public Transport Priority Systems</b>                 | Yes |
| <b>CCTV Street Infrastructure</b>                        | No  |

- Works and/or Services that may be classified as:
  - mobilisation services;
  - routine maintenance;
  - reactive maintenance;
  - Ordered Maintenance;
  - Capital Works;
  - modernisations;

- modifications;
- new installations of equipment;
- civil engineering works;
- planned or unplanned events;
- design of any of the works described above; and
- exit services

all as more particularly described in Schedule 3;

- any other works and services expressly set out in this Contract;
- any works, services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing works, services or activities and which may be reasonably inferred from this Contract; and
- any other works or services of a similar type or nature or which are necessary to deliver the works and services referred to above.

## **ANNEX C - CONTRACT AREAS**

The Contract Areas are North and Central and are comprised of the London boroughs identified in Annex D below.

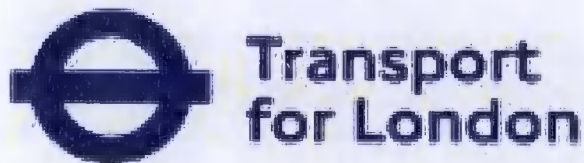




## ANNEX D –LONDON BOROUGHs

| Contract Area – North | Contract Area – Central |
|-----------------------|-------------------------|
| Waltham Forest        | City of London          |
| Redbridge             | Westminster             |
| Havering              | Camden                  |
| Barking and Dagenham  | Islington               |
| Newham                | Hackney                 |
| Hillingdon            | Tower Hamlets           |
| Ealing                | Lewisham                |
| Brent                 | Southwark               |
| Harrow                | Hammersmith and Fulham  |
| Barnet                | Kensington & Chelsea    |
| Haringey              |                         |
| Enfield               |                         |





## Schedule 2

### Definitions

|                                      |  |
|--------------------------------------|--|
| <b>"Abatement"</b>                   | means a reduction in payment as a result of any Availability Abatement, Emergency Fault Abatement and/or Service Failure Abatement, as appropriate   |
| <b>"Above Ground Detector"</b>       | means an item of Equipment that is used to detect vehicles or pedestrians and is not Sub-Surface Detection   |
| <b>"Acceptance Testing"</b>          | means the tests to be carried out by the Contractor on completion of Installation, Modernisation or Modification works or other Works or Services in accordance with <b>Schedule 3 (Statement of Requirements)</b>   |
| <b>"Acceptance Tests"</b>            | means any of the Design Acceptance Tests, Operational Acceptance Tests, Factory Acceptance Tests, System Acceptance Tests and/or Commissioning, as applicable  |
| <b>"Action Plan"</b>                 | means any action plan to be developed by the Contractor in response to a request from the Client including an action plan or plans to be developed by the Contractor pursuant to <b>Schedule 4 (Service Level Agreement)</b> following service of a Warning Notice by the Client, being either the <b>"First Action Plan"</b> or the <b>"Second Action Plan"</b> as set out in that Schedule |
| <b>"ADCS"</b>                        | means the Client's Document Control System as further detailed in Section 2 of <b>Schedule 26 (Systems and Integration)</b>  |
| <b>"Adjudicator"</b>                 | means an independent person appointed to act as an adjudicator in accordance with <b>Clause 74.6</b>   |
| <b>"Adjudicator Nominating Body"</b> | means the President or Vice President or other duly authorised officer of the London Court of International Arbitration or any successor organisation  |
| <b>"All-Out (s)"</b>                 | means a Fault which results in all Availability Categories of a Site being classed as Unavailable  |



|  |   |
|--|---|
| <b>“AMIS” or “Asset Management Information System”</b> | means the Client’s Asset Management Information System as further detailed in Section 4 of <b>Schedule 26 (Systems and Integration)</b>   |
| <b>“Annual Collaboration Meeting”</b>                  | has the meaning given to it in <b>paragraph 6 of Annex A of Schedule 8 (Contract Management and Reporting)</b>  |
| <b>“Annual Meeting”</b>                                | has the meaning given to it in <b>paragraph 6 of Schedule 8 (Contract Management and Reporting)</b>   |
| <b>“Annual Report”</b>                                 | has the meaning given to it in <b>paragraph 10 of Schedule 8 (Contract Management and Reporting)</b>  |
| <b>“Another Contractor”</b>                            | means a third party contractor appointed by the Client to carry out future direct works in a Contract Area pursuant to <b>Clause 31</b>   |
| <b>“ANPR”</b>  | means automatic number plate recognition  |
| <b>“Anti-Discrimination Policy”</b>                    | means the Client’s Harassment, Bullying and Discrimination Policy as updated from time to time  |
| <b>“Anti-Slavery Policy”</b>                           | means a policy implemented by the Contractor which sets out the procedures the Contractor has put in place to comply with section 54 of the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under section 54 of that Act  |
| <b>“APCS”</b>  | means the Client’s Project Control System as further detailed in Section 2 of <b>Schedule 26 (Systems and Integration)</b>  |
| <b>“Applicable Law” or “Applicable Laws”</b>           | <p>means any:</p> <ul style="list-style-type: none"> <li>(a) law, statute, statutory instrument, bye-law, order, directive, treaty, decree or law (including any common law, judgment, demand, order or decision of any court, regulator or tribunal);</li> <li>(b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or</li> <li>(c) industry code of conduct or guideline,</li> </ul> <p>which relates to this Contract and/or the Services or the activities which are comprised in all or some of the Services and/or the Client’s business or the business of any other Service Recipient</p> |
| <b>“Approved Equipment”</b>                            | means Equipment that is approved by the Client for use by the Contractor for this Contract, as set out in section 3.4 of <b>Part 3 of Schedule 3 (Statement of Requirements)</b> and as reflected on the Client’s Approved Equipment List from time to time   |
| <b>“Approved Project”</b>                              | a project defined in an Innovation Project Plan and agreed by both Parties for inclusion in the Innovation Strategic Plan as approved by the Client in writing for implementation   |

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| <b>“As-Built Drawing(s)”</b>   | means drawing(s) showing the completed Civil Engineering Works as per <b>Annex G9 of Part 1 of Schedule 3 (Statement of Requirements)</b>  |
| <b>“Aspect”</b>  | means an individual illuminated traffic sign or signal (for example, a single red lamp or wait indicator) and, a red, amber or green will be considered to be three (3) Aspects for the purposes of this definition and this Contract  |
| <b>“Assembly”</b>  | shall be given its ordinary engineering meaning and shall refer to a group or unit of Sub-Assembly parts and/or components that fit together, work together and/or operate together to form an assembly/unit within a Whole Unit of Equipment and, where there is only one Assembly in a Whole Unit Equipment may also include the whole equipment piece |
| <b>“Asset Inventory”</b>   | means the Installed Equipment and all attributes for this Installed Equipment for all Sites held on the Client asset management System   |
| <b>“Asset Operations Response Desk” or “Response Desk” or “AORD”</b>               | means the Client’s personnel and collation office for the reporting, reception and clearance of Faults on the System, as the Client may update or amend such centre and office from time to time   |
| <b>“Authority”</b>   | references to Authority or the Client shall be given the same meaning as <b>“Client”</b> in this Agreement   |
| <b>“Authority’s Approved Equipment List” or “Client’s Approved Equipment List”</b> | means the Client’s list of Approved Equipment supplied as <b>Annex E2 to Part 3 of Schedule 3 (Statement of Requirements)</b> and updated after the Contract Commencement Date in line with <b>Section 3.4 of Schedule 3 (Statement of Requirements)</b>   |
| <b>“Authority Asset Lead” or “Client Asset Lead”</b>                               | the member of the Innovation Working Group who represents the interests of those responsible for deploying and managing assets implemented as a result of Innovation Project(s) approved within the scope of the Contract. They are appointed by the Client  |
| <b>“Authority Assets” or “Client Assets”</b>                                       | means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Client and/or any other Service Recipient   |
| <b>“Authority Engineering Lead” or “Client Engineering Lead”</b>                   | the member of the Innovation Working Group who represents the interests of those responsible for engineering quality, and standards implemented as a result of Innovation Project(s) approved within the scope of the Contract. They are appointed by the Client   |
| <b>“Authority Furnished Assets” or “Client Furnished Assets”</b>                   | means equipment (which may include Equipment), plant, machinery, vehicles, tools and/or other Authority Assets that are owned or leased by the Client and loaned (on a free-of-charge basis) to a contractor to assist them in the performance of certain obligations under the Contract   |

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| <b>“Authority’s Permits” or “Client’s Permits”</b>                                  | has the meaning set out in <b>Schedule 16 (Permitting, Traffic Management and Lane Rental)</b>   |
| <b>“Authority Premises” or “Client Premises”</b>                                    | land or premises (including temporary buildings) owned or occupied by or on behalf of the Client and/or any TfL Group Member   |
| <b>“Authority Spare” or “Authority Spares” or “Client Spare” or “Client Spares”</b> | means Equipment recovered or removed from a Site which is the subject of a Works Instruction, Works Order or Maintenance and retained by the Contractor at the request of the Client as set out in <b>Section 3.12 of Part 3 of Schedule 3 (Statement of Requirements)</b>   |
| <b>“Automatic Road Network Monitoring” or “ARNM”</b>                                | means the system and cameras used by or on behalf of the Client to automatically monitor roadworks   |
| <b>“Availability Abatement”</b>   | means the negative Financial Incentive applied to the Total Regular Maintenance Payment if the Contractor achieves a Contract Availability Result in a shortfall of the Contract Availability Target in a Reporting Period, calculated in accordance with <b>paragraph 4.2 of Schedule 5 (Price and Payment)</b>   |
| <b>“Availability Bonus” or “incentive bonus”</b>                                    | means the positive Financial Incentive applied to the Total Regular Maintenance Payment if the Contractor achieves a Contract Availability Result in excess of the Contract Availability Target in a Reporting Period calculated in accordance with <b>paragraph 4.2 of Schedule 5 (Price and Payment)</b>   |
| <b>“Availability Category”</b>  | means the sub-category for which Availability is measured for the Installed Equipment, as set out in <b>paragraph 3 of Part 2 of Schedule 5 (Price and Payment)</b>  |
| <b>“Availability Target”</b>  | means the target Availability for the Installed Equipment, as set out in <b>paragraph 1 to Part 2 of Schedule 5 (Price and Payment)</b>  |
| <b>“Available” and “Availability”</b>   | <b>“Available”</b> means that the Installed Equipment is available for full use (including working in accordance with its specification and/or documentation (as applicable)), and is not <b>“Unavailable”</b> , and <b>“Availability”</b> shall mean a measure of the proportion of time during which the Installed Equipment is <b>“Available”</b> , calculated in accordance with <b>Part 2 of Schedule 5 (Price and Payment)</b> |
| <b>“Base Case”</b>  | means the initial working conditions, asset base, reference scope of works and pricing   |
| <b>“Batteries Regulations”</b>  | means the Waste Batteries and Accumulators Regulations 2009  |
| <b>“BBC”</b>  | means the British Broadcasting Corporation   |
| <b>“Beneficiary”</b>  | means: <ul style="list-style-type: none"> <li>• the Client;</li> <li>• any member of the TfL Group notified to the Contractor by the Client;</li> <li>• any person or institution providing finance in connection with the Services;</li> </ul>  |



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|   | <ul style="list-style-type: none"> <li>• purchasers or tenants of the whole or any part of the property where the Services are performed; and/or</li> <li>• any other person having or acquiring an interest in the whole or any part of the Services or any property where the Services are performed</li> </ul> |
| <b>"Benefits Sharing Model"</b>                                   | the approach taken to the proportional allocation of cost savings and financial benefits between the Client and Contractor, as further set out in <b>paragraph 13 of Schedule 22 (Innovation)</b>   |
| <b>"Best Value (Traffic Management)"</b>                          | means the Traffic Management arrangements that offer the Client best monetary value without compromising safety   |
| <b>"BIM"</b>  | means the requirements as described in <b>Annex G8 of Part 1 (General) of Schedule 3 (Statement of Requirements)</b>  |
| <b>"Blind Spot Safety Mirrors" or "blind spot safety mirrors"</b> | means a mirror specifically designed for road safety, to prevent accidents and protect cyclists on the inside of traffic  |
| <b>"Borough Road Network"</b>                                     | means the road network in London for which the relevant Borough is the Highway Authority, that does not form part of the Transport for London Road Network (TLRN) nor Strategic Road Network (SRN)  |
| <b>"Breakage Costs"</b>   | subject to <b>Clause 33.9</b> , means the financial liabilities and costs for termination for convenience by Client (and/or any other expressly agreed written termination circumstances) as set out in <b>Schedule 5 (Price and Payment)</b>   |
| <b>"BT"</b>   | means British Telecommunications plc  |
| <b>"Build Brief"</b>  | means in each case the documentation which details the Client's requirements for the Capital Works or the Ordered Maintenance (as applicable) including the relevant contract data  |
| <b>"Business Continuity Event"</b>                                | has the meaning given to it in <b>paragraph 1.1 of Schedule 13 (Business Continuity and Disaster Recovery)</b>  |
| <b>"Business Continuity Plan" or "BCP"</b>                        | means the business continuity and disaster recovery plans approved by the Client and to be maintained and implemented by the Contractor in accordance with <b>Clause 38</b>   |
| <b>"Business Day"</b>   | means any day excluding Saturdays, Sundays or English public holidays   |
| <b>"Business Hours"</b>   | means the period from 08.00 to 18.00 on a Business Day  |
| <b>"Cable Schematic"</b>  | means an electrical wiring diagram that indicates how Equipment should be wired by the Contractor in accordance with the latest wiring regulations  |
| <b>"CAD"</b>  | means a computer aided design   |

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| <b>"Camera Location"</b>                      | means the Site at which a camera, from the list of Approved Equipment, is to be subject to Installation   |
| <b>"Cancellation Costs"</b>                   | <p>means except in respect of Instructed Capital Works and Instructed Ordered Maintenance, the expected Contractor's profit under this Contract demonstrated on an open book basis or in such other documentary evidence as the Client may reasonably require for the shorter of:</p> <p>(a) the period of one (1) year from the Termination Date; and</p> <p>(b) the remainder of the Initial Term</p>   |
| <b>"Capital Costs"</b>                        | <p>means the:</p> <p>(a) actual unamortised capital costs reasonably and properly incurred by the Contractor directly in connection with the provision of the Services; and</p> <p>(b) actual pre-payments under: (i) premises leases, (ii) hardware leases or (iii) software licences and support and maintenance agreements to the extent that such prepayments have been reasonably and properly paid by the Contractor to a Third Party directly in connection with the planned provision of the Services over the shorter of: (i) the period of one (1) year from the Termination Date; and (ii) the remainder of the Initial Term,</p> <p>in each case to the extent that the Contractor can demonstrate to the Client's reasonable satisfaction that such costs have not already been recovered through payments in accordance with <b>Schedule 5 (Price and Payment)</b> paid or payable by the Client prior to the Termination Date.</p> |
| <b>"Capital Expenditure"</b>                  | means any expenditure which falls to be treated as capital expenditure in accordance with generally accepted accounting principles in the United Kingdom from time to time  |
| <b>"Capital Works"</b>                        | means the Proposed Capital Works and/or the Instructed Capital Works, as the context permits  |
| <b>"Capital Works Conditions of Contract"</b> | means the NEC4 Engineering and Construction Short Contract June 2017 (with amendments January 2019 and October 2020) as amended and supplemented in <b>Schedule 6 (Capital Works Terms), Part A</b>   |
| <b>"Capital Works Costs"</b>                  | means, in respect of Instructed Capital Works and/or Ordered Maintenance, a sum assessed by the Client as the amount due on termination if the Client terminates in accordance with the Capital Works Conditions of Contract less the total of previous payments made by the Client for the Instructed Capital Works  |
| <b>"Carbon Baseline Report"</b>               | means the report prepared in accordance with the requirements of <b>paragraph 12 of Schedule 25 (Environment)</b>   |

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| <b>"Catastrophic Exposures"</b>                    | means storm / hail, earthquake, landslide / rock slip, flood, snow pressure / avalanche, volcanic eruption, riots, civil commotion, strike, lockout  |
| <b>"CCD"</b>                                       | means a charged coupled device   |
| <b>"CCN Effective Date"</b>                        | has the meaning given to it in <b>paragraph 3.3.1 of Schedule 7 (Change Control and Contract Variation)</b>  |
| <b>"CCTV"</b>                                      | means Closed Circuit Television  |
| <b>"CCTV In-Station System Support Contractor"</b> | means the contractor(s) engaged to provide support and maintenance services in relation to the CCTV In-Station Contract  |
| <b>"CDE" or "Common Data Environment"</b>          | means the agreed source of information for any given asset for collecting, managing and disseminating each Information Container through BIM processes   |
| <b>"CDM Regulations"</b>                           | means the Construction (Design and Management) Regulations 2015 as updated from time to time   |
| <b>"CEDR"</b>                                      | means the Centre for Effective Dispute Resolution in London to whom Disputes may be referred   |
| <b>"Certified Ethical Labour Provider"</b>         | means a labour provider who meets the qualifying requirements of a Certified Ethical Labour Scheme and who is verified and/or certified (as the case may be), at or within six months (or such longer period as the Client may agree, acting reasonably) of the starting date and thereafter as required pursuant to the terms of the relevant Certified Ethical Labour Scheme in order to maintain or renew the validity of the verification and/or certification (as the case may be), by a competent and independent third party as meeting such qualifying requirements  |
| <b>"Certified Ethical Labour Scheme"</b>           | <p>means any of the following:</p> <ul style="list-style-type: none"> <li>• the BRE Ethical Labour Sourcing standard BES 6002 ("<b>BRE Standard</b>"),</li> <li>• the Clearview Global Labour Provider Certification Scheme ("<b>Clearview Scheme</b>"), or</li> <li>• an alternative standard or scheme which, in the reasonable opinion of the Client, is an acceptable substitute to the BRE Standard or Clearview Scheme ("<b>Alternative Labour Scheme</b>"),</li> </ul> <p>and references to the BRE Standard, Clearview Scheme and Alternative Labour Scheme are to such standard or schemes as updated from time to time</p> |
| <b>"Cessation Plan"</b>                            | <p>means a plan agreed between the Parties or determined by the Client pursuant:</p> <p>(a) to <b>Clause 35.3</b> in the event of a Declaration of Ineffectiveness; or</p>   |



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|   | (b) <b>Clause 35.7</b> to give effect to a Public Procurement Termination Event   |
| <b>"Change"</b>                         | means any change to the Services (other than Instructed Capital Works and/or Instructed Ordered Maintenance), the Performance Measures and any other change that is stated in this Contract as being required to be made pursuant to the Change Control Procedure   |
| <b>"Change Control Notice" or "CCN"</b> | means the form of change control notice set out in <b>Annex 1 to Schedule 7 (Change Control and Contract Variation)</b>   |
| <b>"Change Control Procedure"</b>       | means the change control and contract variation procedure set out in <b>Schedule 7 (Change Control and Contract Variation)</b>  |
| <b>"Change Date"</b>                    | has the meaning given to it in <b>Clause 32.6</b>   |
| <b>"Change in Law"</b>                  | means the coming into effect of a new Applicable Law or a change in Applicable Law, in each case after the Contract Commencement Date, but excluding any new Applicable Law or change in Applicable Law which, as at the Contract Commencement Date is in force but is not yet implemented or is not yet in force but has been published in final form  |
| <b>"Change in Law Costs"</b>            | the additional demonstrable, verifiable, reasonable costs necessarily incurred by the Contractor (and the Key Sub-Contractors) in the performance of the Services as a result of the relevant Customer Risk Change in Law less any costs which the Supplier (and/or the Key Sub-Contractors) do not incur but would otherwise have incurred in performing the Services but for the relevant Customer Risk Change in Law |
| <b>"Charges"</b>                        | means all amounts payable to the Contractor in accordance with <b>Schedule 5 (Price and Payment)</b> and, in respect of Instructed Capital Works and Instructed Ordered Maintenance, the amounts payable to the Contractor under the Capital Works Conditions of Contract and <b>Schedule 6 (Capital Works Terms), Part B</b> for all such Instructed Capital Works and Instructed Ordered Maintenance                  |
| <b>"Civil Engineering Contractor"</b>   | means any contractor engaged by the Client or a Third Party, to undertake Civil Engineering Works   |
| <b>"Civil Engineering Works"</b>        | means civil engineering works to be undertaken by the Contractor within the scope defined in <b>Section 2.5 of Part 2 of Schedule 3 (Statement of Requirements)</b> and/or any civil engineering work in relation to this Contract and the Equipment by the Contractor or by a Civil Engineering Contractor   |
| <b>"Clear" or "Clears"</b>              | means an entry into the System detailing the actions taken to Rectify a Fault   |
| <b>"Client Code of Conduct"</b>         | means the Client's code of conduct available at <a href="http://www.tfl.gov.uk">www.tfl.gov.uk</a> as updated from time to time   |
| <b>"Client Controlled Premises"</b>     | means premises operated by or on behalf of the Client and/or any other Service Recipients as well as any Sites  |

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| <b>"Client Data"</b>                   | <p>means all data, text, drawings, diagrams, images and/or sounds (together with any database made up of any of these) that is:</p> <ul style="list-style-type: none"> <li>(a) provided to the Contractor and/or the Contractor Personnel;</li> <li>(b) generated in the course of undertaking the Services;</li> <li>(c) generated by the Installed Equipment;</li> <li>(d) inputted into the System pursuant to <b>Clause 14</b>; and/or</li> <li>(e) an output from the System</li> </ul>   |
| <b>"Client Materials"</b>              | has the meaning given to it in <b>Clause 10.2</b> of the Contract  |
| <b>"Client Personal Data"</b>          | means any Personal Data and/or Sensitive Personal Data owned by or belong to the Client and/or any of the Service Recipients   |
| <b>"Client Personal Data"</b>          | means Personal Data and/or Sensitive Personal Data Processed by the Contractor (including any Sub-Contractor) on behalf of the Client, pursuant to or in connection with this Contract as set out in the Processing Statement  |
| <b>"Client Right"</b>                  | means the Client's rights and remedies set out in <b>Clause 31</b>   |
| <b>"Client Risk Change in Law"</b>     | means Changes in Law which are only applicable and specific to Client (and not, for example, to both Client and Contractor, or to other authorities or generally in the United Kingdom (or other relevant country))  |
| <b>"Collaboration Benefits Report"</b> | has the meaning given to it in <b>paragraph 9 of Annex A of Schedule 8 (Contract Management and Reporting)</b>   |
| <b>"Collaboration Group Meetings"</b>  | has the meaning given to it in <b>paragraph 14 of Schedule 8 (Contract Management and Reporting)</b>   |
| <b>"Collaboration Interest Group"</b>  | has the meaning given to it in <b>paragraph 8 of Annex A of Schedule 8 (Contract Management and Reporting)</b>   |
| <b>"Collaboration Manager"</b>         | means the Project Manager  |
| <b>"CoLP"</b>                          | means the City of London Police  |
| <b>"Commission"</b>                    | <p>means the act of commissioning to be undertaken as part of Installation or other Works to confirm that the Site complies with the Client's requirements as described in <b>paragraph 3 of Part 3 of Schedule 3 (Statement of Requirements)</b></p> <p>For the purposes of this definition, the word commissioning within the definition will be given its ordinary technical meaning of ensuring the relevant Equipment and/or Installation are installed, tested and available to operate and be maintained in accordance with the Client's requirements referred to above and within this Contract and, for the avoidance of doubt, "Commission" does not</p> |

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|   | mean the same as "Commissioned" or "Commissioning" as defined below  |
| <b>"Commissioned"</b>                     | shall have the meaning given to it in <b>Schedule 6 (Capital Works Terms), Part A</b> and for the avoidance of doubt "Commissioned" does not mean the same as "Commission" or "Commissioning"  |
| <b>"Commissioning"</b>                    | means inspection and testing of the Equipment during and as part of Installation, to ensure operational capability, safety of operation as per the design requirements, completion of paper-work and testing of higher modes where appropriate, as set out in <b>Part 2 of Schedule 3 (Statement of Requirements)</b> and for the avoidance of doubt "Commissioning" does not mean the same as "Commission" or "Commissioned"  |
| <b>"Common Data Environment" or "CDE"</b> | means the agreed source of information for any given asset for collecting, managing and disseminating each Information Container through BIM processes   |
| <b>"Communication Infrastructure"</b>     | means a way of providing communication facilities to manage and control Equipment which enables the Client to provide real-time control or remote monitoring access  |
| <b>"Communication Provider"</b>           | means the Third Party Supplier of the telephone, data or radio services used in the Communication Infrastructure   |
| <b>"Completion Date"</b>                  | shall have the meaning set out in the Capital Works Conditions of Contract   |
| <b>"Concept Design"</b>                   | means the information supplied by the Client to the Contractor to allow the development of the Contractor's Detailed Design as set out in <b>Section 1.8 of Part 1 of Schedule 3 (Statement of Requirements)</b>   |
| <b>"Confidential Information"</b>         | means all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Client, any member of the TfL Group and/or other Service Recipient (whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Service Recipients) and in respect of the Contractor, all information listed in <b>Schedule 21 (Reserved Information)</b> |
| <b>"Configuration Documentation"</b>      | means the documentation produced to articulate the required or Installed Controller configuration to ensure the Client has assurance that the Controller is configured as per the Controller Specification(s) provided by the Client for the Contractor to use in their Design and/or to include in their As-Built Documentation and Drawings  |
| <b>"Configuration File(s)"</b>            | means a file or files that contains all the configuration data for all Equipment   |
| <b>"Configuration Test"</b>               | means a quality assured process that ensures the methodology for testing is ascertained so that all tests cover the same items which it  |



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|  | provides a consistent approach to the testing of Controller configurations and provides an outcome of pass or on hold for the Configuration File, and the associated configuration test documentation   |
| <b>"Connected Persons"</b>               | means all and any of the Contractor's employees, directors, contractors, agents, Sub-Contractors, suppliers, shareholders, professional advisers (including lawyers, auditors, financial advisers, accountants and technical consultants) or underwriters   |
| <b>"Construction Industry Scheme"</b>    | means the tax deduction scheme for the construction industry operated by HM Revenue and Customs under Chapter 3 of Part 3 of the Finance Act 2004 and The Income Tax (Construction Industry Scheme) Regulations 2005  |
| <b>"Construction Phase Plan"</b>         | means the plan prepared in accordance with the requirement of the CDM Regulations   |
| <b>"Consumables"</b>                     | means the disposable items that are to be provided by the Contractor in undertaking the Maintenance or Works and which are included in the Equipment Maintenance Category Unit Prices   |
| <b>"Contract"</b>                        | means this Contract, Schedules, Appendices, and all other documents expressly referred to herein and incorporating any valid and binding amendment and/or variation made from time to time  |
| <b>"Contract Area"</b>                   | means the area of Greater London for which the Contractor is appointed under this Contract to provide the Maintenance, certain Capital Works, certain Ordered Maintenance and certain other of the Services in accordance with this Contract, as described in <b>Part A and Part B, Annex C of Schedule 1 (Key Contract Information)</b> . Where <b>Annex C of Schedule 1 (Key Contract Information)</b> identifies the Contractor as appointed in respect of two areas of Greater London, <b>"Contract Area"</b> shall refer to each of them individually, as applicable, and <b>"Contract Areas"</b> shall refer to both of them together |
| <b>"Contract Availability Target"</b>    | means the overall percentage target(s) for uptime of Installed Equipment as set out in <b>Part 2 of Schedule 5 (Price and Payment)</b> which the Contractor is required to achieve and which is used to calculate whether an Availability Bonus is payable to the Contractor or Availability Abatements are due to the Client   |
| <b>"Contract Change Control Process"</b> | means the process set out in <b>Schedule 7 (Change Control and Contract Variation)</b>  |
| <b>"Contract Commencement Date"</b>      | has the meaning set out in <b>Schedule 1 (Key Contract Information)</b>   |
| <b>"Contract Execution Plan"</b>         | means the plan established by the Contractor which sets out the project management framework and overall direction for the Contract in accordance with <b>paragraph 1.18 of Part 1 of Schedule 3 (Statement of Requirements)</b>  |
| <b>"Contract Indexation"</b>             | has the meaning in <b>paragraph 10 of Part 1 of Schedule 5 (Price &amp; Payment)</b>  |

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| <p><b>"Contract Information"</b></p>      | <p>means:</p> <ul style="list-style-type: none"> <li>(a) this Contract in its entirety (including from time to time changes to this Contract in accordance with its terms); and</li> <li>(b) data extracted from the invoices submitted pursuant to this Contract which will consist of the Contractor's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount</li> </ul>  |
| <p><b>"Contract IPR"</b></p>              | <p>means, subject to the other provisions of <b>Clause 44</b>, IPR owned or developed by the Contractor or a Sub-Contractor or other Third Party utilised by Contractor prior to the date of this Contract and/or outside of this Contract but which relates to the Contract and which:</p> <ul style="list-style-type: none"> <li>(a) is used in the performance of the Services and/or this Contract; or</li> <li>(b) is required by the Client and/or the other Service Recipients (and, in each case, their agents which term may include other contractors under a Step-In or Suspension right or under a Re-allocation): <ul style="list-style-type: none"> <li>(i) in order to be able to receive the benefit of the Services and/or their rights during the Term; and/or</li> <li>(ii) in order to be able to use, support, maintain and adapt the Equipment, and/or related documentation and/or equipment to which it such Equipment interfaces both during the Term and after termination or expiry of this Contract,</li> </ul> </li> </ul> <p>and which is not assigned to the Client by Contractor pursuant to <b>Clause 44</b>, which may (where not assigned pursuant to Clause 44) include software and or other IPR Contractor uses for configuring, testing, running diagnostics, interfacing with and/or connecting to and/or auditing or monitoring Equipment as well as connecting to other infrastructure and systems of the Client and the Service Recipients, software in any APIs, documentation and/or manuals relating to the Equipment, and other IPR which does not vest in the Client but is used by Contractor and/or its Sub-contractors for the performance of this Contract</p> |
| <p><b>"Contract Management Group"</b></p> | <p>means any of the groups formed for the purpose of managing the Parties' obligations under the Contract, as set out in <b>paragraph 4 of Schedule 8 (Contract Management and Reporting)</b></p>  |
| <p><b>"Contract Manager"</b></p>          | <p>shall be the person nominated by each party who is responsible for the day to day management of the Contract on behalf of that party and the Contractor's Contract Manager shall be the person named as such in <b>Schedule 1 (Key Contract Information)</b> and the Client's Contract Manager shall be the person designated as such by the Client from time to time</p>   |
| <p><b>"Contract Year"</b></p>             | <p>means one of the following periods:</p>   |

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|   | <p>(a) the period from the Contract Commencement Date up to 31 March of the following year inclusive; and</p> <p>(b) each succeeding period of 12 calendar months commencing on 1 April and each anniversary thereof and the last such period being the period ending on the date of expiry or termination of this Contract</p>  |
| <b>“Contractor’s Business Continuity Plan Team”</b>                 | has the meaning given to it in <b>paragraph 5.4 of Schedule 13 (Business Continuity and Disaster Recovery)</b>   |
| <b>“Contractor’s Detailed Design”</b>                               | means the information and Documentation produced by the Contractor in line with the requirements of <b>paragraph 1.8 of Part 1 of Schedule 3 (Statement of Requirements)</b>   |
| <b>“Contractor’s Health and Safety Assessment Scheme” or “CHAS”</b> | means an assessment of a supplier’s health and safety competence carried out by or on behalf of the Client   |
| <b>“Contractor Information Manager”</b>                             | means the Contractor’s appointed member of the executive and core team who has, amongst other things, the accountability to discharge the information management function identified in the EIR within Annex G8: BIM Exchange Information Statement of Requirements to <b>Part 1 of Schedule 3 (Statement of Requirements)</b> as agreed with TfL in writing from time to time |
| <b>“Contractor(s) Lead”</b>   | Contractor representative who is a member of the Innovation Working Group to represent the interests of the Contractor and is appointed by the Contractor  |
| <b>“Contractor Personnel”</b>                                       | means the personnel employed or otherwise engaged by the Contractor in connection with the provision of the Services, including its employees, agents and Sub-Contractors  |
| <b>“Contractor Premises”</b>  | means any premises owned or leased by the Contractor   |
| <b>“Contractor’s Resources”</b>                                     | means the Contractor’s Resources set out in <b>Clause 31.4.1</b>   |
| <b>“Contractor Solution”</b>  | means the Contractor Solution as set out in <b>Schedule 14 (Contractor Solution)</b>   |
| <b>“Contractor’s Tender”</b>  | means the Contractor’s tender document dated 16 September 2022 and any subsequent clarifications   |
| <b>“Control”</b>  | means the CCTV availability sub-category as detailed in <b>Schedule 5 (Price &amp; Payment), Part 2: Availability</b>  |
| <b>“Controller”</b>   | means the apparatus that controls the Equipment  |
| <b>“Controller Configuration”</b>                                   | means the task of converting the Controller Specification provided by the Client into the configuration file for a Controller or the configuration file itself, as the context dictates  |
| <b>“Controller Configuration Software”</b>                          | means the software the Contractor uses to configure a Controller Specification into a Controller Configuration   |



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| <b>"Controller Specification"</b>             | means the specification used to detail how a Controller should operate   |
| <b>"Coordination and Permitting" or "CaP"</b> | means the Client's division responsible for the operation of Lane Rental and street works co-ordination on or around the TLRN and SRN  |
| <b>"Corrective Maintenance"</b>               | means the rectification of Faults  |
| <b>"Cosmetic Availability"</b>                | means a measure of Availability in respect of Cosmetic Damage, as described in <b>paragraph 1.6 of Schedule 5 (Price and Payment)</b>  |
| <b>"Cosmetic Damage"</b>                      | <p>means damage caused by fair wear and tear which does not prevent the Installed Equipment from functioning but may have the following secondary effects:</p> <ul style="list-style-type: none"> <li>(a) residual damage which does not impair the functioning of Installed Equipment; and</li> <li>(b) visible damage which could have reputational impact, including broken cabinet door latches, painted coverings or rust</li> </ul>  |
| <b>"Cosmetic Fault"</b>                       | means a Fault defining Cosmetic Damage on Equipment  |
| <b>"Cost"</b>                                 | means, where capitalised, the Cost to the Client when valued in accordance with the Contract   |
| <b>"Countdown"</b>                            | means Pedestrian Countdown at Traffic Signals  |
| <b>"CPI"</b>                                  | means the consumer prices (All Items) index value published by the Office of National Statistics (or any successor organisation)   |
| <b>"Credit Rating"</b>                        | credit rating, as rated using the rating from the Credit Reporting Company   |
| <b>"Credit Reporting Company"</b>             | Creditsafe or its successor from time to time or such other company that Client nominates as its credit agency in writing from time to time  |
| <b>"Cyber Attack"</b>                         | <p>means any of the following:</p> <ul style="list-style-type: none"> <li>(a) a Security Incident;</li> <li>(b) an illegal or malicious attempt to harm any part of one or more TfL Group's and/or the Service Recipient's or the Contractor's Group Infrastructure and Data (including Client Data) or the information contained in or transiting through, from or to any part of the Group Infrastructure and/or Data (including Client Data) (whether using Malicious Code or any other form of system infiltration or otherwise); and/or</li> <li>(c) access by or instigated by an unauthorised person or persons to any part of the Group Infrastructure and/or Data (including Client Data) referred to in paragraph (b)</li> </ul> |

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|  | for deliberate or malicious exploitation or intent so as to compromise security, access, stability or integrity. For the avoidance or doubt this includes external and insider threats   |
| <b>"Cyber Security Requirements"</b>           | means all Applicable Law, international and national standards, industry schemes and sanctions relating to security of networks, information systems and data and/or security breach and incident reporting requirements, including the Data Protection Laws, data laws, security laws and cyber security laws, in each case as amended from time to time  |
| <b>"Data"</b>                                  | means data, text, drawings, diagrams, maps, process models, forecast volumes, photographic images or sounds (together with any database made up of any of the foregoing) which are embodied in any electronic or tangible medium including Personal Data   |
| <b>"Data Centre"</b>                           | means the Client's data centre facility or facilities, whether their own, a Group companies and/or outsourced to a Third Party   |
| <b>"Data Controller"</b>                       | has the meaning given to it in Data Protection Laws (noting that under General Data Protection Regulation this would be using the definition of <b>"Controller"</b> )  |
| <b>"Data Management"</b>                       | means the Client's Data Management team  |
| <b>"Data Processor"</b>                        | has the meaning given to it in Data Protection Laws, noting that under General Data Protection Regulation this would be using the definition of "Processor"  |
| <b>"Data Protection Impact Assessment"</b>     | means a process used to identify and mitigate the privacy and data protection risks associated with an activity involving the Processing of Personal Data  |
| <b>"Data Protection Laws"</b>                  | means: <ul style="list-style-type: none"> <li>(a) any legislation in force from time to time in the United Kingdom which implements the European Community's Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;</li> <li>(b) the General Data Protection Regulation;</li> <li>(c) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data; and</li> <li>(d) any statutory codes of practice and/or guidance issued by the Information Commissioner in relation to such legislation</li> </ul> |
| <b>"Data Protection Supervisory Authority"</b> | any regulatory authority responsible for the enforcement, regulation or governance of any Data Protection Laws and any replacement   |

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|   | or successor body or person for any such authority from time to time   |
| <b>"Data Security Incident"</b>   | <p>means any of the following:</p> <ul style="list-style-type: none"> <li>(a) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Client Personal Data transmitted, stored or otherwise Processed; or</li> <li>(b) a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Client Personal Data that has previously been subject to a breach within the scope of paragraph (a) above, which may result in exploitation or exposure of that Client Personal Data; or</li> <li>(c) any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of systems Processing Client Personal Data</li> </ul> |
| <b>"Data Subject"</b>   | has the meaning given to it in Data Protection Laws  |
| <b>"Data Transmission Provider" or "Video and Data Transmission Provider"</b> | means a telecommunications supplier  |
| <b>"Declaration of Ineffectiveness"</b>                                       | means a declaration of ineffectiveness in relation to this Contract and/or the Capital Works Conditions of Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 which has any of the consequences described in regulation 101 of such regulations   |
| <b>"Decommissioned"</b>   | means Installed Equipment that is or has been taken out of service permanently or temporarily, as notified through the System, and <b>"Decommissioning"</b> shall be construed accordingly   |
| <b>"Default"</b>  | means any breach of the obligations of either Party (including a fundamental breach or breach of a fundamental term) and/or any default, act, omission or negligence of either Party, its employees, agents or Sub-Contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other and/or in the case of the Contractor to the Client and/or the Service Recipients   |
| <b>"Defect"</b>   | <p>is (except for the purposes of the Capital Works Conditions of Contract):</p> <ul style="list-style-type: none"> <li>(a) a part of the Services which is not in accordance with the Scope or the Contractor's obligations under this Contract; or</li> <li>(b) a part of the Services designed by the Contractor which is not in accordance with Applicable Laws, all applicable licences and/or approvals or the Contractor's design which the Client has accepted</li> </ul>  |



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| <b>"Defined Cost"</b>                    | shall have the meaning under "Defined Cost" as defined and set out in the Capital Works Conditions of Contract  |
| <b>"Departure from Standards"</b>        | means when elements of the design do not conform to either the Client's standards or national guidance provided by the DfT or the Highways England (HE)   |
| <b>"Depot"</b>                           | means the service centre to be operated by the Contractor to fulfil the requirements set out in <b>Part 1 of Schedule 3 (Statement of Requirements)</b>   |
| <b>"Design Authority"</b>                | means the body that is responsible for design standards and for providing assurance that designs are fit for purpose and meet the Client's requirements   |
| <b>"Design Documentation"</b>            | means the documentation issued by the Contractor to the Client for the delivery of the Services, as specified in <b>paragraph 1.9.5 of Part 1 of Schedule 3 (Statement of Requirements)</b>   |
| <b>"Despatch Centre"</b>                 | means the Contractor's centre which determines: <ul style="list-style-type: none"> <li>(a) the sequence of Faults to be attended;</li> <li>(b) the skills of the engineer attending the Fault; and</li> <li>(c) the spatial allocation of the Contractor's engineers around a Contract Area</li> </ul>  |
| <b>"Detector Loop"</b>                   | means a loop slot cut in the carriageway or highway used to detect vehicular traffic  |
| <b>"DFM"</b>                             | means a Detector Fault Monitor  |
| <b>"DfT"</b>                             | means the Department for Transport  |
| <b>"Direct Vision Standard" or "DVS"</b> | 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: <a href="http://www.tfl.gov.uk">www.tfl.gov.uk</a>  |
| <b>"Direction"</b>                       | where used in respect of TTC lots 1-6, means either an <b>"Immediate Direction"</b> or an <b>"Urgent Direction"</b> as defined in <b>paragraph 5.1 of Part 1 of Schedule 5 (Price and Payment)</b> ; or<br><br>where used in respect of TTC lot 8 (CCTV Out-Station Contract, has the meaning set out in <b>paragraph 4.5 of Schedule 3 (Statement of Requirements)</b> |
| <b>"Disaster"</b>                        | means any unplanned interruption or event which significantly or materially prevents or impairs: <ul style="list-style-type: none"> <li>(a) the ability of the Contractor or any Sub-Contractor to perform the Services (in whole or in part) to the standards</li> </ul>   |

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|   | <p>set out in this Contract including under any SLIs and other Performance Measures;</p> <p>(b) the ability of the Client and/or any other Service Recipient to receive the Services (in whole or in part) and/or access applicable Group Infrastructure and/or Data relevant to the Services and/or this Contract as well as or including (for the avoidance of doubt) the Group Infrastructure, Client Data and any other Service Recipient's own IT Infrastructure and/or Data (including Client Data); and/or</p> <p>(c) the ability of any Service Recipient and/or the Contractor to operate Group Infrastructure (in each case whether in whole or in part) in accordance with the terms of this Contract</p> |
| <b>"Disclosing Party"</b>                       | has the meaning give to it in <b>Clause 40</b>   |
| <b>"Disconnection"</b>                          | means the permanent termination, of an existing communications line or electricity supply which is no longer required due to Site removal or provision of new supplies   |
| <b>"Disconnection Certificate"</b>              | means a certificate confirming that the electricity supply or communications line has been permanently disconnected  |
| <b>"Dispute"</b>                                | means any dispute, controversy, difference and/or claim arising out of or in connection with this Contract or any aspect of it   |
| <b>"Dispute Resolution Procedure"</b>           | means the process for resolving disputes in relation to this Contract as set out in <b>Clause 74</b>   |
| <b>"Distribution Network Operator" or "DNO"</b> | means a company licensed to distribute electricity in the UK   |
| <b>"Document / Documentation"</b>               | means technical and/or user documentation including, but not limited to, that stored on the TfL Wiki, including report guides, user manuals, technical manuals, computer operation manuals, installation and support manuals, operating standards, engineering specifications and training materials and the Statement of Requirements that describe in detail the configuration, installation, intended operation and maintenance of the System (as applicable) as such written material may be updated from time to time in accordance with this Contract  |
| <b>"DPA"</b>                                    | means the Data Protection Act 2018   |
| <b>"Drive Through Method"</b>                   | means the method whereby the engineer when testing should be able to confirm configuration of the detection units and beams, by using a handheld means to break the beam from ground level thus triggering the OVD message sign when any vehicle activates the presence detector   |
| <b>"DVLA"</b>                                   | Driver and Vehicle Licensing Agency  |
| <b>"DVNP"</b>                                   | means Digital Video Network Protocol   |

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| <b>"DVS Schedule"</b>                               | means the schedule attached to the Contract at <b>Schedule 16 (Permitting, Traffic Management and Lane Rental)</b>  |
| <b>"Electrical Design"</b>                          | means the design of the cabling and other elements of electrical circuitry to meet the electrical requirements of the Equipment in relation to a Site   |
| <b>"Electrical Design Calculations"</b>             | means the calculations completed to prove the suitability of a proposed Electrical Design to meet the requirements of the Approved Equipment to be Installed and any existing Installed Equipment at a Site   |
| <b>"Electrical Design Documentation"</b>            | means all information related to Electrical Design, mainly the Electrical Design Calculations and Tagging Information   |
| <b>"Electrical Inspection"</b>                      | means the electrical inspection of a Site carried out by the Contractor pursuant to <b>paragraph 4.24 of Part 4 of Schedule 3 (Statement of Requirements)</b>   |
| <b>"Electrical Installation"</b>                    | means installation of cable, fuses, connection to the Feeder Pillar and all relevant tagging and flagging   |
| <b>"Electrical Test Certificate"</b>                | means the document where the owner of each phase of Electrical Design/installation/testing is required to sign to commit to having followed the appropriate standards   |
| <b>"Electrical Tests"</b>                           | means the tests completed to validate the Electrical Design, with all Electrical Tests to be completed in accordance with <b>Annex E3: Standards, Guidance &amp; Information to Part 3 of Schedule 3 (Statement of Requirements)</b>  |
| <b>"Electricity Transmission Provider" or "ETP"</b> | means an electricity supplier to Sites  |
| <b>"ELI"</b>  | means Earth Loop Impedance  |
| <b>"ELV"</b>  | means Extra Low Voltage   |
| <b>"Emergency Fault"</b>                            | means a Fault raised when the Installed Equipment is believed to be unsafe due to the existence of, or potential of, an electrical, mechanical or structural hazard (over and above merely a lack of Availability or Availabilities) and which poses an immediate or imminent risk (whether to person or property or otherwise) |
| <b>"Emergency Fault Abatement" or "EFA"</b>         | means any Abatement due to the Client calculated in accordance with <b>paragraph 4.5, Schedule 5 (Price and Payment)</b>  |
| <b>"Emergency Maintenance"</b>                      | means actions required to make the Site Safe as a matter of urgency in response to an Emergency Fault or any unreported Hazard at a Site  |
| <b>"Emergency Preparedness Plan"</b>                | means the plan submitted by the Contractor to the Client in accordance with <b>paragraph 16 of Schedule 24 (Health and Safety)</b>  |



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| <b>"End Date"</b>   | has the meaning given to it in <b>paragraph 6 of Schedule 10 (Exit Plan)</b>   |
| <b>"Environmental Action Plan"</b>                              | has the meaning given to it in <b>paragraph 3 of Schedule 25 (Environment)</b>   |
| <b>"Environmental Management Plan"</b>                          | has the meaning given to it in <b>paragraph 2 of Schedule 25 (Environment)</b>   |
| <b>"Environmental Management System"</b>                        | has the meaning given to it in <b>paragraph 2 of Schedule 25 (Environment)</b>   |
| <b>"Equipment"</b>  | means equipment, hardware, firmware, systems, software and/or peripherals  |
| <b>"Equipment List"</b>   | means the list of Equipment approved by the Client and set out in <b>Annex E2 of Part 3 of Schedule 3 (Statement of Requirements)</b> as may be amended by the Client from time to time  |
| <b>"Equipment Maintenance Category"</b>                         | means a concept that is used to assign Regular Maintenance prices to Equipment entries in the in System database to enable the calculation of the RMP  |
| <b>"Equipment Specifications"</b>                               | means the Client's specifications for Equipment, as set out in <b>Annex E1: Equipment Specifications to Part 3 of Schedule 3 (Statement of Requirements)</b> , as may be amended from time to time by the Client   |
| <b>"Escrow Materials"</b>                                       | has the meaning given to it in <b>Clause 10.3</b>  |
| <b>"Event"</b>  | means an act, event, omission, incident or circumstance  |
| <b>"Exception"</b>  | means an event raised in the System that suspends the accumulation of Unavailable Time on a Fault for a period of time as confirmed by the Client and/or that negates the effect the Fault has on the Contractor's Unavailable time, as used in the Availability calculations  |
| <b>"Exchange Information Statements of Requirements or EIR"</b> | means the BIM Exchange Information Statement of Requirements   |
| <b>"Exclusive Third Party Agreements"</b>                       | that contract or those contract(s) between the Contractor (or a member of the Contractor's Group) and a third party that relate exclusively to Service Recipients and/or to the provision of the Terminated Services, including any contracts relating to Equipment (which may include one or more Manufacturer Warranties) and/or Services including Reliance Contracts and <b>"Exclusive Third Party Agreement"</b> shall mean any one of them |
| <b>"Excusing Cause"</b>   | has the meaning set out in <b>paragraph 1.2 of Annex M4: Relief Events and Excusing Causes to Schedule 3 (Statement of Requirements)</b>   |
| <b>"Executive"</b>  | means the chair and senior member of the Innovation Working Group with ultimate accountability for the decisions of the  |

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|   | Innovation Working Group and which represents the business interests of the Client. They are appointed by the Client  |
| <b>"Exit Objectives"</b>                          | has the meaning set out in <b>paragraph 2.2 of Schedule 10 (Exit Plan)</b>  |
| <b>"Exit Plan"</b>                                | has the meaning set out in <b>paragraph 3.1 of Schedule 10 (Exit Plan)</b>  |
| <b>"Exit Strategy"</b>                            | means the Contractor's strategy on termination and/or expiry of the Contract as further detailed in <b>Annex A of Schedule 10 (Exit Plan)</b>   |
| <b>"Exit Team"</b>                                | has the meaning set out in <b>paragraph 2.1 of Schedule 10 (Exit Plan)</b>  |
| <b>"Export Regulations"</b>                       | means UK, European Union and US export control laws and regulations, including (a) the US Export Administration Regulations and other associated regulations; and (b) other country's export control laws and regulations applicable to the Service Recipients, the Contractor, the Services and/or this Contract |
| <b>"Factory Acceptance Certificate(s)"</b>        | means a signed document confirming the FAT(s) has/have been successfully carried out on the relevant piece of Equipment ensuring it is fit for purpose and has passed all quality tests before being shipped  |
| <b>"Factory Acceptance Testing" or "(FAT(s))"</b> | means a tests at the factory to test that the relevant piece of Equipment is fit for purpose and has passed all quality tests before being shipped  |
| <b>"Failure"</b>                                  | has the meaning given to it in <b>Clause 14.10.3</b>  |
| <b>"Fair Processing Notice"</b>                   | means such information as the Client deems reasonably necessary to comply with its legal obligations in terms of fair, lawful and transparent Processing under the Data Protection Laws   |
| <b>"Fair Wear and Tear"</b>                       | means the deterioration of Equipment through normal usage over time   |
| <b>"Fault"</b>                                    | means a fault with or in the Installed Equipment, as notified by the Client to the Contractor (whether via the System or otherwise), or as discovered by the Contractor and promptly notified to the Client via the System  |
| <b>"Fault Definition"</b>                         | means a description selected in the System that defines a specific Fault condition and the Availability Categories affected by that condition   |
| <b>"FDC" or "Flexible Deployment Camera"</b>      | means a portable camera unit capable of being deployed on a lamp column or temporary pole at any location to provide temporary CCTV coverage  |
| <b>"Fee"</b>                                      | means the "Fee" as defined in the Capital Works Conditions of Contract  |

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| <b>"Fee percentage"</b>            | will have the meaning set out within <b>Schedule 6 (Capital Works Terms), Part B</b>   |
| <b>"Feeder Pillar"</b>             | means an item of street furniture into which the Electricity Transmission Provider's incoming supply is terminated   |
| <b>"Feeder Pillar Key"</b>         | means the key to open a Feeder Pillar  |
| <b>"FELV"</b>                      | means Functional Extra Low Voltage - an extra-low voltage system in which not all of the protective measures required for SELV or PELV have been applied   |
| <b>"Finance Lead"</b>              | member of the Innovation Working Group responsible for representing the interests of TfL finance   |
| <b>"Financial Incentive"</b>       | means the amount calculated in accordance with <b>paragraph 4 of Part 1 of Schedule 5 (Price and Payment)</b>  |
| <b>"Financial Period Calendar"</b> | means a table showing the Client's Reporting Periods as set out in <b>Annex C to Part 1 of Schedule 5 (Price and Payment)</b>  |
| <b>"First Action Plan"</b>         | means the first Action Plan submitted by the Contractor in accordance with <b>paragraph 8.2 of Schedule 4 (Service Level Agreement)</b> in response to a First Warning Notice  |
| <b>"First Warning Notice"</b>      | has the meaning set out in <b>paragraph 8.1 of Schedule 4 (Service Level Agreement)</b>  |
| <b>"Fixed Unit Rate" or "FUR"</b>  | means the Contractor's fixed rate for each Equipment Maintenance Category, as set out in <b>Annex A to Part 1 of Schedule 5 (Price and Payment)</b>  |
| <b>"FOI Legislation"</b>           | means the Freedom of Information Act 2000 and any subordinate legislation (as defined in Section 84 of the Freedom of Information Act) made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such act   |
| <b>"Force Majeure Event"</b>       | <p>means an occurrence of:</p> <ul style="list-style-type: none"> <li>(a) an act of God;</li> <li>(b) war, insurrection, riot, civil commotion, act or threat of terrorism but not including cyber terrorism or Cyber Attacks;</li> <li>(c) lightning, earthquake, fire, flood, storm or extreme weather condition; or</li> <li>(d) any other event or circumstance to the extent it is beyond the reasonable control of the relevant Party, but excluding the following:</li> </ul> |



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|   | <p>(i) strikes, lockouts and industrial disputes affecting its workforce and/or the workforce of its suppliers and/or Sub-Contractors;</p> <p>(ii) any failure to secure a supplier or Sub-Contractor or any failure or default of a supplier or Sub-Contractor except to the extent that failure or default is caused by an event or circumstance beyond the reasonable control of the supplier or Sub-Contractor;</p> <p>(iii) breakdown or failure of plant or machinery; and/or</p> <p>(iv) inability to obtain essential supplies</p> |
| <b>"FORS Standard"</b>                                | the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>   |
| <b>"Foundation Design"</b>                            | means the requirements/standards, as set out in <b>Schedule 3 (Statement of Requirements)</b>  |
| <b>"Free Issue Equipment"</b>                         | means Equipment or Authority Spares that are owned or procured by the Client, and given to the Contractor by the Client, free of charge for use and incorporation within the Client's Estate and Sites   |
| <b>"Freight Vehicle"</b>                              | a Lorry, a Van or a Car-derived Van  |
| <b>"Fresnel Lens"</b>                                 | a clear thin plastic lens that is press fitted to a lorry window on the passenger side and that allows the driver to see that which is in the vehicle's blind spot   |
| <b>"GB REACH"</b>                                     | means Regulation 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals as amended by the REACH etc (Amendment etc) (EU Exit) Regulations 2019 as amended   |
| <b>"General Data Protection Regulation" or "GDPR"</b> | means Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time  |
| <b>"GLA"</b>  | means the Greater London Authority   |
| <b>"Gold Accreditation"</b>                           | the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>  |
| <b>"Good Industry Practice"</b>                       | means in relation to any undertaking and any circumstances, the exercise of the high degree of skill, care, planning, supervision, control, diligence, prudence, foresight and practice, that would reasonably and ordinarily be expected from a highly skilled and experienced service provider providing services of a similar scope,  |

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|  | type and complexity to the Services and with sufficient resources including project management resources   |
| <b>"Graffiti"</b>                      | means damage caused deliberately but which does not constitute Cosmetic Damage or Vandalism  |
| <b>"Group"</b>                         | means, in relation to any body corporate, that body and its subsidiaries, subsidiary undertakings, holding companies and subsidiary or subsidiary undertakings of those holding companies (if any), in each case as defined in the Companies Act 2006 as amended   |
| <b>"Group Infrastructure"</b>          | means information technology system(s) comprising any or all of the following: programs, business processing system, electronic operations system, communications networks, hosted applications and connectivity to the internet/the computer, telecommunication facilities (including networks, network devices, cables and routers), hardware, mobile devices, peripherals, software, hardware, equipment and databases and whether on premise, cloud or otherwise or a party and/or their Group and, in the case of the TfL Group, additionally including the Installed Equipment and the Systems |
| <b>"Guidance Note"</b>                 | means an official document issued by the Client giving the intended audience advice or information   |
| <b>"Handover Information"</b>          | means the Documentation to be provided by the Contractor in connection with Commissioning as set out in <b>paragraph 1.12 of Part 1 of Schedule 3 (Statement of Requirements)</b>  |
| <b>"Hazard"</b>                        | means a situation that poses a level of threat to life, health, property or environment  |
| <b>"Hazard Register"</b>               | means a summarised record of the hazards identified before, during or after installation of Equipment and that will remain after Installation, Modernisation and/or Modification   |
| <b>"Health and Safety Action Plan"</b> | means the plan prepared in accordance with the requirements of <b>paragraph 2 of Schedule 24 (Health and Safety)</b>   |
| <b>"Health and Safety File"</b>        | means the health and safety file to be kept and maintained by the Contractor in relation to the performance of the Services which should contain (as a minimum) the Health and Safety Information  |
| <b>"Health and Safety Information"</b> | means any information that the Client may specify from time to time the Health and Safety File should contain including the information needed to allow construction work, including cleaning, maintenance, alterations, refurbishment and demolition to be carried out safely and, for the avoidance of doubt such information should additionally alert those carrying out such work to risks and residual hazards and should help them to decide how to work safely   |
| <b>"HGV"</b>                           | a vehicle with a MAM exceeding 3,500 kilograms   |

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| <b>"Highway Authority's Permitting Team"</b>      | means the team responsible for granting Permits to undertake works on the carriageway and footway   |
| <b>"Highway Authority"</b>                        | means:<br><br>(a) for the TLRN (Transport for London Road Network) roads, the Client (which may appoint agents to carry out part of its duties);<br><br>(b) for Borough roads, the relevant Borough;<br><br>(c) for Royal Parks roads, the Royal Park Agency; and<br><br>(d) for motorways, Highways England or appointed agency  |
| <b>"HMSO"</b>                                     | means Her Majesty's Stationery Office   |
| <b>"Holding Company"</b>                          | has the meaning given to it in section 1159 Companies Act 2006  |
| <b>"Host Fault"</b>                               | means the Fault at a Data Centre or within a communications service or within the network which has an impact on other Sites  |
| <b>"Immediate Direction"</b>                      | has the meaning set out in <b>paragraph 5 of Part 1 of Schedule 5 (Price and Payment)</b>   |
| <b>"Indemnified Deliverables"</b>                 | has the meaning given to it in <b>Clause 44.9</b>   |
| <b>"Indemnified Parties"</b>                      | means the Client and the other Service Recipients and, in each case, their employees, agents and sub-contractors  |
| <b>"Independent Connection Provider" or "ICP"</b> | means an accredited company that can undertake works on electricity networks to agreed standards and quality required for them to be owned by a Distribution Network Operator (DNO)   |
| <b>"Independent Report"</b>                       | means an independent report by an individual or body:<br><br>(a) whose organisation, systems and procedures conform to:<br><br>(i) ISO Guide 65:1996 (EN 45011:1998); and<br><br>(ii) general requirements for bodies operating product certification systems; and<br><br>who is accredited to audit against forest management standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies |
| <b>"Indexation Adjustment" or "IA"</b>            | has the meaning as set out in <b>paragraph 9 of Part 1 of Schedule 5 (Price and Payment)</b>  |
| <b>"Indirect Subcontractor"</b>                   | means any subcontractor or sub-consultant of whatever tier beneath any Sub-Contractor appointed in relation to this Contract  |



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| <b>"Information"</b>  | means information recorded in any form held by the Client or by the Contractor on behalf of the Client and/or any other Service Recipient  |
| <b>"Information Execution Plan" or "IEP"</b>                | means the Contractor's plan to meet the EIR (and any other applicable requirements within <b>Schedule 3 (Statement of Requirements)</b> ), which may be updated from time to time as required by this Contract and agreed in writing with the Client |
| <b>"Information Management System"</b>                      | means the Client's computer system(s) for the management of data produced pursuant to this Agreement, as may be modified, upgraded or replaced from time to time   |
| <b>"Information Model"</b>                                  | means a group of sets of Services Information and data about asset(s) developed and shared via the CDE in line with BIM processes and is in the form stated in the EIR   |
| <b>"Information Providers"</b>                              | means the people or organisations who contribute to the Information Model  |
| <b>"Information Request"</b>                                | means a request for any Information under the FOI Legislation  |
| <b>"Information Security Standards"</b>                     | means the information security standards set out in <b>paragraph 17 of Schedule 23 (Security)</b>  |
| <b>"Informative Message"</b>                                | means an entry in System that provides information against a Fault   |
| <b>"Initial Term"</b>                                       | means the period set out and referred to as such in <b>Schedule 1 (Contract Information)</b>   |
| <b>"Innovation Champion"</b>                                | means the Client's appointed representative to support the processes for and governance of innovation in line with <b>Schedule 22 (Innovation)</b>   |
| <b>"Innovation Project"</b>                                 | means activities or proposed activities connected to innovative business change with benefits in respect of cost savings increased revenue or improved performance, as set out in <b>Schedule 22 (Innovation)</b>                                    |
| <b>"Innovation Project Design Process" or "IPD Process"</b> | means the process which commences with an Innovation Project proposal described within an Innovation Proposal Brief and produces an Innovation Project Plan as set out in <b>Schedule 22 (Innovation)</b>  |
| <b>"Innovation Project Plan"</b>                            | means a plan developed for definition and delivery of an Innovation Project agreed by both Parties in line with <b>Schedule 22 (Innovation)</b>  |
| <b>"Innovation Proposal Brief"</b>                          | means the document containing summary information of an Innovation Project proposal which marks the start of the Innovation Project Design Process as set out in <b>Schedule 22 (Innovation)</b>   |
| <b>"Innovation Strategic Plan"</b>                          | means the document containing all Proposed Projects and all Approved Projects which either the Contractor or Client proposes as Innovation Projects  |

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| <p><b>"Innovation Working Group" or "IWG"</b></p>            | <p>means the body established by the Client with a governance scope which includes the Innovation Project Design Process defined in <b>Schedule 22 (Innovation)</b></p>  |
| <p><b>"Insolvency Event"</b></p>                             | <p>means any of the following:</p> <ul style="list-style-type: none"> <li>(a) the Contractor and/or its Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;</li> <li>(b) a receiver, administrative receiver or manager being appointed over all or part of the business of the Contractor and/or its Holding Company;</li> <li>(c) being a company, the Contractor and/or its Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);</li> <li>(d) the Contractor and/or its Holding Company ceasing or threatening to cease to carry on its business for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986;</li> <li>(e) being an individual or firm, the Contractor and/or the Holding Company becoming bankrupt or dying; or</li> <li>(f) any similar event to any of those in (a) to (e) inclusive above occurring in relation to the Contractor and/or its Holding Company under the law of any applicable jurisdiction for those purposes, and, for the purposes of the Capital Works Conditions of Contract only, in relation to the definition of <b>"Insolvency Event"</b> above, all references to Contractor and/or its Holding Company shall be deemed to include the Contractor, its Holding Company, any Subcontractor, any Indirect Subcontractor and/or any supplier of the Contractor or its Holding Company</li> </ul> |
| <p><b>"Installed Equipment" or "Supported Equipment"</b></p> | <p>means:</p> <ul style="list-style-type: none"> <li>(a) the Pre-existing Installed Base;</li> <li>(b) the Approved Equipment which has been Installed;</li> </ul> <p>as such Equipment may be added to, subtracted from by way of Decommissioning and/or updated and/or added to and/or replaced (in whole or in part) as part of the Services during the Term or as otherwise permitted by this Contract (including in the case of TTC lot 1-6 and where applicable, by one or more Lot 7 Provider(s) and/or other Third Party Supplier(s) during a Temporary Re-allocation)</p>   |

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| <b>"Installed"</b>                             | means Equipment (in whole or in part and whether new or a replacement) that has been subject to Capital Works and/or Commissioned at Sites in a Contract Area during the Term by the Contractor and/or has been installed or fitted as part of Maintenance by the Contractor (and is then recorded as such and as an asset/Equipment in the System) and <b>"Install"</b> , <b>"Installed"</b> and <b>"Installation"</b> shall be construed accordingly   |
| <b>"In-Station"</b>                            | means the part of a Remote Monitoring system that is either a shared UTC computer, or a dedicated processor  |
| <b>"Instructed Capital Works"</b>              | means works which the Contractor has been instructed to provide under each Works Instruction for Capital Works   |
| <b>"Instructed Ordered Maintenance"</b>        | means ordered maintenance works which the Contractor has been instructed to provide under each Works Instruction for Ordered Maintenance   |
| <b>"Insufficient Evidence"</b>                 | means the Client has not received Sufficient Evidence in respect of the applicable Third Party Damage  |
| <b>"Insurance Year"</b>                        | means 1 <sup>st</sup> April in a given year until 31 <sup>st</sup> March the following year (inclusive) and, in the first Insurance Year, an Insurance Year shall be deemed to be for the purposes of <b>Clause 22</b> , the Contract Commencement Date until the following 30 <sup>th</sup> March (inclusive)   |
| <b>"Intellectual Property Rights" or "IPR"</b> | means any patent, know-how, trade mark or name, service mark, design right (in each case whether registered or unregistered), copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world  |
| <b>"Intermediary"</b>                          | means a third party which meets one of Conditions A to C set out in sections 61N(9) to (11) of the Income Tax (Earnings and Pensions) Act 2003   |
| <b>"IP"</b>                                    | means Internet Protocol  |
| <b>"IR35"</b>                                  | means the legislation relating to workers' services provided through intermediaries set out in Chapters 8 and 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions (Intermediaries) Regulations 2000 and any other legislation or secondary legislation which imposes a liability to pay or deals with the payment to HMRC of any income tax, national insurance contributions and/or Apprenticeship Levy (and any fines, penalties and interest in relation to the same) in connection with services provided by workers who provide their services via Intermediaries |
| <b>"ITS"</b>                                   | means Intelligent Transport Systems  |
| <b>"ITSO"</b>                                  | means ITS Operations   |



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| <b>"ITSOM" or "ITS Operations Manager" or "Intelligent Transport Systems Operations Manager"</b> | means the ITS Operations Manager responsible for the administration and operation of the Contract  |
| <b>"ITSOO" or "ITS Operations Officer" or "Intelligent Transport Systems Operations Officer"</b> | means an ITS Operations Officers who assist the ITS Operations Manager in the administration and operation of the Contract   |
| <b>"ITT"</b>   | means Invitation to Tender   |
| <b>"JamCam"</b>  | means a CCTV In-Station and IM web service used to deliver CCTV images to public websites  |
| <b>"Joint Collaboration Meeting"</b>   | has the meaning given to it in <b>paragraph 7 of Annex A of Schedule 8 (Contract Management and Reporting)</b>   |
| <b>"Key Personnel"</b>   | means the Contractor Personnel from time to time employed in the roles specified in <b>Schedule 9 (Employees and Key Personnel)</b>  |
| <b>"Key Sub-Contractor"</b>  | means a Permitted Sub-Contractor which the Client confirms should be considered a key subcontractor by virtue of them providing material, Equipment, Works or Services that are critical or an integral service to the Contractor which enable the Contractor to perform the Services, including subcontractors with a design responsibility and/or including those responsible for the selection of goods and materials and the supply of proprietary products and systems and such other Permitted Sub-Contractors as the Client may from time to time by notice in writing to the Contractor specify as being Key Sub-Contractors |
| <b>"Labour"</b>  | means the labour required to undertake Works in respect of Works   |
| <b>"Labour Supply Chain"</b>   | means the Contractor's supply chain as it relates to the provision of any element of the Services and includes Sub-Contractors at any level or tier of that supply   |
| <b>"Lamp"</b>  | means the actual light sources in the Aspect including a physical lamp, tube, LEDs or other means of illumination for the aspect   |
| <b>"LAN"</b>   | means Local Area Network   |
| <b>"Lane Rental"</b>   | means any charges applied when the Contractor occupies specified traffic sensitive locations at traffic sensitive times as set out in the TfL Lane Rental Scheme (" <b>TLRS</b> ")   |
| <b>"Legal Timber"</b>  | <p>means Timber in respect of which the organisation that felled the trees and/or provided the Timber from which the wood supplied under the Contract derived:</p> <ul style="list-style-type: none"> <li>(a) had legal rights to use the forest;</li> <li>(b) holds a register of all local and national laws and codes of practice relevant to forest operations; and</li> </ul>   |

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|   | 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  |
| <b>"Level of Information Need"</b>      | means the identified level of definition, extent and granularity for Production Information and Handover Information as further detailed in Annex G8: Exchange Information Requirements of Part 1 of Schedule 3 (Statement of Requirements)  |
| <b>"Loading Calculations"</b>           | means the calculations completed to determine the power required for the operation of the Site   |
| <b>"Local Acceptance Test" or "LAT"</b> | means the checks, tests and inspections of the Equipment during and as part of Installation, to ensure operational capability, safety of operation as per the design requirements, completion of paper-work and testing of higher modes that do not require a SAT where appropriate, as set out in <b>Schedule 3 (Statement of Requirements)</b> |
| <b>"Log Book"</b>                       | means the attendance records and activity summary held at Site (normally in the form of a paper book)  |
| <b>"LoHMPF"</b>                         | means the London Highway Maintenance and Projects Framework  |
| <b>"London Living Wage"</b>             | the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website ( <a href="http://www.livingwage.org.uk">www.livingwage.org.uk</a> )   |
| <b>"London Permit Scheme" or "LoPS"</b> | means a permit scheme within the meaning of the Traffic Management Act 2004  |
| <b>"London Works"</b>                   | means the electronic register of all current and planned road Works undertaken in London   |
| <b>"Losses"</b>                         | means all costs (including legal costs (on a full indemnity basis) and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct loss, damages, claims, demands, fines, penalties, proceedings and judgments  |
| <b>"Loss of Data"</b>                   | means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Data  |
| <b>"Lot" and "Lots"</b>                 | shall have the same meaning as, respectively, Contract Area and Contract Areas (as applicable)   |
| <b>"Lot 7 Notice"</b>                   | means a notice served by the Client under the TTC Framework requiring a Lot 7 Provider to carry out Works and/or Services in accordance with <b>clause 31</b>  |
| <b>"Lot 7 Provider"</b>                 | means a provider who is awarded a TTC Framework and who may provide maintenance, capital works and/or other goods, works and/or services under such framework contract and/or call-off contract or instructions  |

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| <b>"Lump Sum Abatement"</b>  | means the part of the Availability Abatement applied to the Total Regular Maintenance Payment if the calculated Availability is equal to or less than the Lower Availability Threshold  |
| <b>"LV"</b>  | means Low Voltage   |
| <b>"MAC address"</b>   | means Media Access Control (MAC) address is a unique identifier assigned to a network interface controller (NIC) for use as a network address in communications within a network segment  |
| <b>"Maintenance"</b>   | means Preventative Maintenance, Regular Maintenance, Reactive Maintenance, Emergency Maintenance, Corrective Maintenance and other Maintenance works as detailed in <b>Part 4 of Schedule 3 (Statement of Requirements)</b>   |
| <b>"Maintenance and Management Contract for TfL Road Tunnels and Pumping Stations"</b> | means the maintenance and management contract for the TfL road tunnel network traffic control system, formerly the "East London Traffic Control System"   |
| <b>"Maintenance Category"</b>  | means the maintenance categories for each CCTV System, as set out in Annex A to Part 1 of <b>Schedule 5 (Price and Payment)</b>   |
| <b>"Maintenance Charges"</b>   | means the amounts payable for Maintenance, as calculated in accordance with <b>Schedule 5 (Price and Payment)</b>   |
| <b>"Maintenance Meeting"</b>   | has the meaning defined in <b>paragraph 8 of Schedule 8 (Contract Management and Reporting)</b>   |
| <b>"Major Traffic Management"</b>  | has the meaning given to it in item 81 of <b>Schedule 6B</b>  |
| <b>"Malicious Code" or "Malicious Software"</b>  | means any program code or set of instructions intentionally or recklessly constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations or any program that contains malware or malicious code that infiltrates or damages Group Infrastructure and/or Data (including Client Data) 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 (a so called "auto-reproduction program") 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, logic bomb, trojan horse, "spy-ware", data disabling code or similar or like code that enables third parties to view or track use without knowledge and/or consent of the user, worm, drop dead device, virus or other software routines or hardware components that permit unauthorised access or the unauthorised disablement or erasure of any software or Data (including Client Data) |
| <b>"MAM"</b>   | the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road  |
| <b>"Manufacturer's Controller Specification"</b>                                       | means a set of configuration requirements written on forms based on TOPAS specification(s) to be sent by the Contractor to the Client   |



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|   | and being the form used to customise a junction controller and the key output of Controller Configuration   |
| <b>“Manufacturer Warranty”</b>          | means the manufacturer's standard warranty for the relevant Equipment together with any extended warranty and/or support purchased with or relating to such Equipment   |
| <b>“Master Obsolescence List”</b>       | means the list to be created and maintained by the Client that identifies the recognised Obsolescence Factor by Whole Unit, Assembly and Sub-Assembly within Installed Equipment  |
| <b>“Material Default”</b>               | means any Default or any persistent Default by the Contractor which has or, in the case of a persistent Default cumulatively has, a material adverse effect on the provision of all or any part of the Services or on the use, operation or functionality of the Installed Equipment  |
| <b>“Measurement Period”</b>             | means the period during which the Contractor's performance against the Performance Measures is assessed, as set out in <b>paragraph 2.5 of Schedule 4 (Service Level Agreement)</b>   |
| <b>“Minimum Site Availability”</b>      | means the minimum level of Availability which the Contractor is required to achieve for a Site, as set out in <b>Annex A: SLI Table to Schedule 4 (Service Level Agreement)</b>   |
| <b>“Minimum Spares Threshold”</b>       | means the minimum number of Spares in respect of each Whole Unit, each Assembly and each Sub-Assembly item of Installed Equipment as referred to in <b>Schedule 3 (Statement of Requirements)</b>   |
| <b>“Minor Traffic Management”</b>       | means activities which are required by Chapter 8 of the Traffic Signs Manual and/or the New Roads and Street Works Act 1991, that are not considered Major Traffic Management Works   |
| <b>“Mobilisation Deliverables”</b>      | means the deliverables to be provided by the Contractor as set out in the Mobilisation Plan   |
| <b>“Mobilisation Manager”</b>           | has the meaning given in <b>paragraph 1.17 of Part 1 of Schedule 3 (Statement of Requirements)</b>  |
| <b>“Mobilisation Milestone Payment”</b> | means the payment made to the Contractor by the Client when agreed Mobilisation Deliverables are achieved and accepted by the Project Manager   |
| <b>“Mobilisation Period”</b>            | means the period starting on the Contract Commencement Date and ending upon certification by the Project Manager the Contractor has fully completed its Mobilisation obligations (including all Condition Precedents) as required by the Contract (including in <b>Schedule 3 (Statement of Requirements), Part 1</b> ) or, if earlier, the Termination Date  |
| <b>“Mobilisation Plan”</b>              | means the plan provided by the Contractor and approved by the Client as set out in <b>paragraph 1.6 of Part 1 of Schedule 3 (Statement of Requirements)</b> included as <b>Annex G1 to Schedule 3 (Statement of Requirements)</b> detailing the Contractor's approach to the preparatory works required to be carried out by the Contractor during the Mobilisation Period to enable the Contractor |

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|  | <p>to commence the Services in full on the Contract Commencement Date, which will include as a minimum:</p> <ul style="list-style-type: none"> <li>(a) high-level readiness;</li> <li>(b) mobilisation of any staff and suppliers, including training requirements;</li> <li>(c) logistical considerations;</li> <li>(d) Site visits and surveys;</li> <li>(e) the obtaining of all necessary consents, way-leaves, permissions and approvals;</li> <li>(f) the ability to meet the Equipment installation programme as required by the Client;</li> <li>(g) the ability to meet the Client's commissioning plan; and</li> <li>(h) preparedness for the start of Services</li> </ul> |
| <b>"Mobilisation Services"</b>                       | all activities, tasks and services required to be performed by the Contractor under the Mobilisation Plan  |
| <b>"Modernisation"</b>                               | means the complete or partial removal of Installed Equipment from a Site and replacement with new Equipment (or a part thereof) but not Maintenance (and if in doubt the Client's decision as to what constitutes a Modernisation will be final)   |
| <b>"Modification"</b>                                | means a change to or replacement of Installed Equipment at a Site or the installation of new facilities and/or Approved Equipment at a Site where that Site exists prior to such Works   |
| <b>"MPLS"</b>  | means Multi-Protocol Label Switching   |
| <b>"MPS"</b>   | means the Metropolitan Police Service  |
| <b>"MTBF"</b>  | means Mean Time Between Failures, being the predicted elapsed time between inherent failures of a system or equipment during operation   |
| <b>"NACOSS"</b>                                      | means the National Approved Council for Security Systems   |
| <b>"NCC"</b>   | means NCC International Limited  |
| <b>"Network Management Control Centre" or "NMCC"</b> | means the Client's operational control centre for the monitoring and management of planned and unplanned disruption on London's road network   |
| <b>"Network Node"</b>                                | means a Site that interfaces to Third Party CCTV Systems   |
| <b>"New Condition"</b>                               | means the condition that an item of Equipment leaves the factory after passing its quality assurance and FAT tests (where required)  |

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| <b>"NMCC Tunnels"</b>                          | means the Client's operational control centre for the monitoring and management of the road tunnel network in London  |
| <b>"Non-Essential Services"</b>                | means the Services set out in <b>paragraph 7 of Schedule 4 (Service Level Agreement)</b>  |
| <b>"Non-Traffic Signals"</b>                   | means Variable Message Signs and In-Stations to provide information to road users (VMS) and Over-Height Vehicle Detection units (OVD) and includes CCTV   |
| <b>"Notice of Adjudication"</b>                | <p>means any notice given by a party to the Dispute to the other party or parties thereto requiring reference of a Dispute to the Adjudicator in accordance with <b>Clause 74.6</b>. The Notice of Adjudication includes:</p> <ul style="list-style-type: none"> <li>(a) the nature and a brief description of the Dispute;</li> <li>(b) details of where and when the Dispute arose; and</li> <li>(c) without prejudice to a party's rights and remedies, the nature of the redress which is sought</li> </ul> |
| <b>"NRSWA"</b>                                 | means the New Road and Street Works Act 1991  |
| <b>"NRTS"</b>                                  | means the National Roads Telecommunications Services  |
| <b>"O&amp;M Manual"</b>                        | means a set of instructions for the operation and maintenance of the Installed Equipment  |
| <b>"Obsolescence Factor"</b>                   | <p>means the level of obsolescence in respect of:</p> <ul style="list-style-type: none"> <li>(a) a Whole Unit;</li> <li>(b) an Assembly; and/or</li> <li>(c) a Sub-Assembly of Equipment,</li> </ul> <p>as set out in the Obsolescence Factor Table</p>   |
| <b>"Obsolescence Factor Table"</b>             | means the table set out at <b>Annex E6 of Schedule 3 (Statement of Requirements), Part 3</b>  |
| <b>"Obsolescence List"</b>                     | means the Obsolescence List submitted by the Contractor for consideration by the Project Manager in line with <b>paragraph 3.11 of Part 3 of Schedule 3 (Statement of Requirements)</b>   |
| <b>"Operational Readiness Review" or "ORR"</b> | means the comprehensive review(s) that will be used by the Client to assess the readiness of the Contractor's processes, contracts, and/or functions to achieve the Works Commencement Date or other key milestones   |



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| <b>"Ordered Maintenance"</b>                       | means the Proposed Ordered Maintenance and/or the Instructed Ordered Maintenance, as the context permits   |
| <b>"OVD"</b>                                       | means Over-height Vehicle Detector   |
| <b>"PAL"</b>                                       | means Phase Alternating Line   |
| <b>"Partial Termination"</b>                       | the termination of part only of this Contract in accordance with its terms   |
| <b>"Partial Termination Date"</b>                  | the date on which a Partial Termination occurs   |
| <b>"Parties"</b>                                   | means the Client and the Contractor (including their successors and permitted assignees, which in the case of the Client will include any statutory successor) and <b>"Party"</b> will mean either of them as the case may be  |
| <b>"Partnering and Collaboration Requirements"</b> | has the meaning given to it in <b>Annex A of Schedule 8 (Contract Management and Reporting)</b>  |
| <b>"Pathway"</b>                                   | means the Client's project governance methodology  |
| <b>"Payment Mechanism"</b>                         | means the method of calculation used by System to calculate the payment to the Contractor as described by <b>Schedule 5 (Price and Payment)</b>  |
| <b>"PC"</b>  | means Personal Computer  |
| <b>"PCaTS"</b>                                     | means Pedestrian Countdown at Traffic Signals  |
| <b>"PDF"</b>                                       | means Portable Document Format   |
| <b>"PELV"</b>                                      | means Protective Extra Low Voltage   |
| <b>"Performance Measures"</b>                      | has the meaning set out in <b>paragraph 1 of Schedule 4 (Service Level Agreement)</b>  |
| <b>"Periodic Inspection"</b>                       | means a planned inspection of Installed Equipment to be undertaken by the Contractor at a specific time and/or date interval as set out in <b>Part 4 of Schedule 3 (Statement of Requirements)</b>   |
| <b>"Permanent Re-allocation"</b>                   | shall have the meaning given to it in <b>Clause 31</b>   |
| <b>"Permanent Re-allocation Trigger"</b>           | means the following: <ul style="list-style-type: none"> <li>a. the Client has a termination right under <b>Clause 32</b>;</li> <li>b. the Contractor has failed to meet one or more SLIs and/or other Performance Measures and then failed to rectify such breach to the Client's satisfaction such that the Client can remove or transfer one or more services and/or the right to award them (with any exclusivity falling away) in the</li> </ul> |

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|  | <p>circumstances set out in <b>paragraph 10</b> of <b>Schedule 4 (Service Level Agreement)</b>;</p> <p>c. in the circumstances set out in <b>Clause 20.9</b> for Permanent Re-allocation;</p> <p>d. the Contractor's Credit Rating drops into the high-risk band and/or the Contractor has a Credit Rating of twenty nine (29) points or lower, as further set out in <b>clause 20.6</b>;</p> <p>e. a Force Majeure event continues for more than three (3) calendar months;</p> <p>f. the Contractor is subject to an Insolvency Event;</p> <p>g. one or the following circumstances arises:</p> <p>i. the Contractor commits one or more of the money laundering related offences listed in The Public Contracts Regulations 2015;</p> <p>ii. the Contractor has reached or exceeded the maximum aggregate liability of the Contractor provided for in <b>Clause 21.1.5</b>;</p> <p>iii. the Contractor is in breach of or fails to comply with <b>Clause 23.4</b> (Corrupt Gifts and Payment of Commission);</p> <p>iv. the Contractor has a conflict of interest in accordance with <b>Clause 54</b>;</p> <p>v. the Contractor undergoes a change of ownership or control without the Client's prior written consent in accordance with <b>Clause 25.5</b>;</p> <p>vi. the Contractor is unable to provide the Regular Maintenance in full on and from the Works Commencement Date in accordance with the terms of this Contract which is not demonstrated by Contractor to be directly caused by Client;</p> <p>vii. any of the Contractor's officers, employees or agents commits any act of bribery described in the Bribery Act 2010;</p> <p>viii. the Contractor commits any of the offences listed in the Corporate Manslaughter and Corporate Homicide Act 2007;</p> <p>ix. the Contractor or its Holding Company is subject to an Insolvency Event;</p> <p>x. there is a declaration of ineffectiveness served pursuant to <b>Clause 35</b>; and/or</p> <p>xi. the Client is required to cease working (in whole or in part) with the Contractor and/or a Key Subcontractor and/or the Contractor or the Key Sub-Contractor is subject to the provisions of the UK National Security and</p> |
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|                                   | <p>Investment Act 2021 (<b>NSIA</b>) such that it is prevented from delivering a material part of the Services;</p> <p>xii. or the Client is required by a Regulatory Authority to cease using the Contractor for some or all of the Services; and/or</p> <p>xiii. where the Client otherwise has an express right to Re-allocate or move the Services on a permanent basis in accordance with this Contract.</p>   |
| <b>"Permanent Reinstatement"</b>  | means reinstatement that is in keeping with the existing road / footway surface and is not designed to be easily removed to continue works on Site and which is not subject to any further changes and is not considered part of any interim layout   |
| <b>"Permanent Signal Layout"</b>  | means the traffic signals layout that is fixed in line with the traffic signals authorised drawing and which is not subject to any further changes and is not considered part of any interim layout   |
| <b>"Permit"</b>                   | shall be given the meaning set out in the London Permit Scheme  |
| <b>"Permit Application"</b>       | means the process for completing the required forms (Immediate, Major, Minor and Standard) under the LoPS (London Permit Scheme) to request a permit to work. Permit Applications are a means to carry out registerable activities and book road space  |
| <b>"Permitted Sub-Contractor"</b> | means a subcontractor identified or referred to in <b>Schedule 11</b> (as such Schedule may be amended or deleted from time to time by agreement of Client in writing) and such other subcontractor that may be approved by the Client (in its absolute discretion) as a Permitted Subcontractor from time to time and which term shall for the avoidance of doubt include Key Subcontractors   |
| <b>"Permitting"</b>               | means obtaining all Permits, consents, licences, and agreements necessary in order to carry out site activities under this Contract   |
| <b>"Personal Data"</b>            | has the meaning given to it in the Data Protection Laws   |
| <b>"Personnel"</b>                | means the Contractor's or the Client's and, in the case of the Client, the other Service Recipients' (as the case may be) employees, agents, consultants and sub-contractors and such term will, in the case of any reference to the Personnel of the Contractor, include any Sub-Contractor's employees, agents, consultants and sub-contractors   |
| <b>"Planned Event"</b>            | means Switch Outs and other supplementary Capital Works requested by the Client to enable a Third Party to carry out special events (including the London Marathon and the State Opening of Parliament), and any other Modifications or modifications to Installed Equipment that may be required to enable a Third Party to carry out planned works or events or a record in System of a known event at a Site in respect of either Maintenance Works or Capital Works |



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| <b>"Planning"</b>                       | means the second or third stage of the IPD Process, depending on whether the Review stage is used  |
| <b>"Police"</b>                         | means the Metropolitan Police Service, City of London Police or British Transport Police   |
| <b>"Police Computer Aided Dispatch"</b> | means the system utilised by the Police to take calls and prioritise and record incidents  |
| <b>"Portable Signals"</b>               | means a non-permanent Traffic Signal arrangement in use for a limited period of time that controls vehicular traffic with signs that conform to diagram 3000.1 of TSRGD (2016) and may or may not be connected to the Client's central control or monitoring system(s)                           |
| <b>"Pot-Ended"</b>                      | means sealing the live end of a cable with resin joint   |
| <b>"PPD"</b>                            | means the Client's Projects and Programmes Directorate   |
| <b>"Pre-existing Installed Base"</b>    | means Equipment which already exists and is already installed and/or commissioned and/or in situ at the Sites in a Contract Area prior to the Contract Commencement Date, and which is logged (or should be logged) as such and as an asset or Equipment in the System                           |
| <b>"Preventative Maintenance"</b>       | means the Contractor's obligations detailed in Schedule of Requirements <b>Part 4, Schedule 3 (Statement of Requirements)</b>  |
| <b>"Preventative Maintenance Plan"</b>  | means the plan to be developed by the Contractor in relation to its Preventative Maintenance activities pursuant to <b>Part 4 of Schedule 3 (Statement of Requirements)</b>  |
| <b>"Prices"</b>                         | means the "Prices" as defined in the Capital Works Conditions of Contract  |
| <b>"Principal Contractor"</b>           | has the meaning set out in The Construction (Design and Management) Regulations 2015   |
| <b>"PRO Drawing"</b>                    | means a proposed Equipment layout drawing which details the proposed location of Equipment   |
| <b>"Processing"</b>                     | has the meaning given to it in Data Protection Laws and " <b>Process</b> ", " <b>Processes</b> " and " <b>Processed</b> " will be construed accordingly  |
| <b>"Processing Statement"</b>           | is to be completed in the form set out in the Annex of <b>Part B of Schedule 20 (Special Conditions)</b>   |
| <b>"Production Information"</b>         | means files and data in Information Models to be developed by the Contractor as part of the Works and Services to create, develop or modify assets within the Contractors Information Production Management System(s) prior to transmission to the Client via the CDE in line with BIM processes |
| <b>"Project Delivery Meeting"</b>       | has the meaning given to it in <b>paragraph 9 of Schedule 8 (Contract Management and Reporting)</b>  |

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| <b>"Project Manager"</b>                        | <p>will be:</p> <ul style="list-style-type: none"> <li>(a) in the context of the Capital Works Conditions of Contract, the Project Manager as defined in the Build Brief within the Capital Works Conditions of Contract and as, at the effective date as that Project Manager is set out in <b>Schedule 1 (Key Contract Information)</b>; or</li> <li>(b) in all other contexts, the other relevant Project Manager(s) as set out in <b>Schedule 1 (Key Contract Information)</b>,</li> </ul> <p>in each case as updated by Client from time to time</p> |
| <b>"Project Manager's Representative"</b>       | means any assistant of the Project Manager appointed from time to time to perform the duties delegated to them by the Project Manager   |
| <b>"Proposed Capital Works"</b>                 | means the works which the Client may instruct the Contractor to provide pursuant to a Works Instruction within the Scope  |
| <b>"Proposed Ordered Maintenance"</b>           | means the ordered maintenance works which the Client may instruct the Contractor to provide pursuant to a Works Instruction within the Scope  |
| <b>"PTZ"</b>                                    | means Pan, Tilt, Zoom   |
| <b>"Public Procurement Termination Event"</b>   | means termination of the Contract in accordance with <b>Clause 34</b>   |
| <b>"Public Procurement Termination Grounds"</b> | means any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016  |
| <b>"Quality Management Plan"</b>                | means the plan submitted to the Client for approval setting out the Contractor's proposals for the management and resourcing of all Services required under the Contract, as further detailed in <b>paragraph 1.21 of Part 1 of Schedule 3 (Statement of Requirements)</b>  |
| <b>"Quarterly Progress Report"</b>              | means a quarterly report which provides an overview of the Contractor's performance of the Services over the previous quarter for review at the next quarterly Surface Tech Strategic Forum as set out in <b>paragraph 10 of Schedule 8 (Contract Management and Reporting)</b>   |
| <b>"Quotation"</b>                              | <p>means the Contractor's response to a Build Brief including:</p> <ul style="list-style-type: none"> <li>(a) the relevant contract data;</li> <li>(b) a price list; and</li> <li>(c) any other documents required by the Client to support the response</li> </ul>   |

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| <b>"RAM"</b>                         | means Random Access Memory  |
| <b>"Rapid Deployment Camera"</b>     | means a self-contained easily transportable portable camera unit with its own power supply and telescopic pole and CCTV camera that is capable of being deployed at any location to provide temporary CCTV coverage                 |
| <b>"RC Agency Date"</b>              | has the meaning given to it in <b>paragraph 6.3 of Schedule 10 (Exit Plan)</b>  |
| <b>"RC Transfer Date"</b>            | has the meaning given to it in <b>paragraph 6.2 of Schedule 10 (Exit Plan)</b>  |
| <b>"RC Trust Date"</b>               | has the meaning given to it in <b>paragraph 6.3 of Schedule 10 (Exit Plan)</b>  |
| <b>"RCD"</b>                         | means Residual Current Device   |
| <b>"Reactive Maintenance"</b>        | means the rectification of Faults arising from day-to-day operations  |
| <b>"Readiness Assessment"</b>        | means an assessment carried out by the Client of the Contractor's readiness to deliver a function of the Services before the Operational Readiness Review (ORR) takes place   |
| <b>"Re-allocation"</b>               | means a Temporary Re-allocation or a Permanent Re-allocation and <b>"Re-allocate"</b> shall be construed accordingly  |
| <b>"Re-allocation Notice"</b>        | shall have the meaning given to it in <b>Clause 31</b>  |
| <b>"Re-allocation Trigger"</b>       | means a Temporary Re-allocation Trigger or a Permanent Re-allocation Trigger, as both such terms are defined in <b>Clause 31</b>  |
| <b>"Recipient"</b>                   | has the meaning give to it in <b>Clause 40</b>  |
| <b>"Re-commencement Notice"</b>      | has the meaning given to it in <b>Clause 30.6</b>   |
| <b>"Records"</b>                     | means all of the records to be maintained by the Contractor in respect of the Contractor's performance of the Services in accordance with <b>Clause 46.1</b>  |
| <b>"Recovered Quarantined Goods"</b> | means Equipment removed from Site and held pending a determination from the Client on retention or disposal in line with <b>paragraph 3.12 of Schedule 3 (Statement of Requirements)</b>  |
| <b>"Rectification Plan"</b>          | means a plan to rectify Material Defaults and problems and to be prepared by the Contractor in accordance with and under <b>Clause 15</b>   |
| <b>"Rectify" or "Rectification"</b>  | means the restoration of Installed Equipment to a state free from any Fault in accordance with the relevant specification(s) and documentation and the words <b>"Rectify"</b> and <b>"Rectified"</b> shall be construed accordingly |



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| <b>"Recycled Timber" and "Reclaimed Timber"</b> | means 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, but are not limited to 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 driftwood. Recycled Timber or Reclaimed Timber must be capable of being evidenced as such to the Client's satisfaction in order to satisfy this definition |
| <b>"Redundancy Costs"</b>                       | <p>(a) any statutory redundancy payments (pursuant to Part XI of the Employment Rights Act 1996);</p> <p>(b) any contractual redundancy payments (excluding where the right to any contractual redundancy payment arises as a result of the variation of the individual's employment contract during the course of this Agreement); and</p> <p>(c) contractual notice pay or payment in lieu of notice in circumstances where it is not practicable for notice to be given</p>  |
| <b>"Regular Maintenance"</b>                    | means Maintenance activities, excluding Ordered Maintenance undertaken as part of a Works Order   |
| <b>"Regular Maintenance Payment" or "RMP"</b>   | means a payment for Maintenance for a Reporting Period as calculated in <b>paragraph 2.3 of Schedule 5 (Price and Payment)</b>  |
| <b>"Regulatory Authorities"</b>                 | <p>means all:</p> <p>(a) governmental, statutory and/or regulatory bodies or departments within government;</p> <p>(b) competent authorities and/or regulators; and/or</p> <p>(c) agencies, interagency committees and/or prosecutors who are entitled to regulate, enforce, set rules and/or investigate one or more matters dealt with in this Contract,</p> <p>in each case, in any relevant jurisdiction and <b>"Regulatory Authority"</b> means any of them</p>  |
| <b>"Related Fault"</b>                          | means a Fault raised either by the Contractor or against the Contractor in line with <b>Schedule 3 (Statement of Requirements)</b>  |
| <b>"Relevant Contract"</b>                      | has the meaning given to it in <b>paragraph 6.2 of Schedule 10 (Exit Plan)</b>  |
| <b>"Relevant Protected Characteristic"</b>      | has the meaning given to it in <b>Clause 23.1.5</b>   |
| <b>"Reliance Contract"</b>                      | any Contract upon which the Contractor relies directly or indirectly from time to time in order to perform any part of the Services and/or the Contractor's other obligations pursuant to this Contract and/or  |

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|  | to provide Maintenance (including any sub-contracts, supply agreements, equipment leases and software licences and/or Manufacturer Warranties) and which may include or, where agreed, that part of a contract which relates to the Equipment, Installed Equipment, Regular Maintenance, Capital Works and/or Ordered Maintenance   |
| <b>"Relief Event"</b>                            | has the meaning set out in Annex M4: Relief Events and Excusing Causes <b>Part 4 of Schedule 3 (Statement of Requirements)</b>  |
| <b>"Remote Monitoring (RM)"</b>                  | means the Client's telemetry systems used for reporting Faults and providing a remote connection to Installed Equipment   |
| <b>"Repair"</b>                                  | means action taken on Site to rectify a Fault   |
| <b>"Repair Definition"</b>                       | means a description held in the relevant System and selected for each Informative Message or Clear against a Fault following action on the Fault  |
| <b>"Replacement Contractor"</b>                  | means any Third Party Supplier who does, or is appointed by the Client to, provide to the Client all or any part of the Services which are or have been provided pursuant to this Contract  |
| <b>"Reporting Period Value of Capital Works"</b> | means the value of Capital Works provided by the Contractor in a particular Reporting Period  |
| <b>"Reporting Period"</b>                        | <p>means a period of 28 (twenty-eight) calendar days, provided that:</p> <ul style="list-style-type: none"> <li>(a) each such period will match the reporting periods set out in the Financial Period Calendar;</li> <li>(b) each such period will start on the day following the last day of the preceding such period;</li> <li>(c) the first such period will exclude any calendar days up to but excluding the Contract Commencement Date; and</li> </ul> <p>the last such period will be the period that ends on the date of expiry or termination of the Contract</p> |
| <b>"Reporting Year"</b>                          | means 1st April until 31st March (inclusive) in the proceeding year, divided into 13 (thirteen) 4 (four) week periods and in the first reporting year shall include all months and days from the Contract Commencement Date until the 31 <sup>st</sup> March (inclusive) in the proceeding year.  |
| <b>"Response Time" or "Resolution Time"</b>      | has the applicable meaning(s) and duration(s) set out in <b>Schedule 3 (Statement of Requirements)</b>  |
| <b>"Response Time for Emergency Faults"</b>      | means the required make safe time for Emergency Faults set out in <b>paragraph 4.7 of Part 4 of Schedule 3 (Statement of Requirements)</b>  |

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| <b>"Restricted Countries"</b>        | means any country outside the European Economic Area other than the UK following withdrawal from the European Union  |
| <b>"Resumption Notice"</b>           | has the meaning given to it in <b>Clause 30.6</b>  |
| <b>"Retention Period"</b>            | has the meaning given to it in <b>Clause 46.1</b>  |
| <b>"Reverse Allocation"</b>          | shall have the meaning given to it in <b>Clause 31</b>   |
| <b>"Review"</b>                      | the second (optional) stage of the IPD Process as set out in <b>Schedule 22 (Innovation)</b>   |
| <b>"RIDDOR"</b>                      | means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013   |
| <b>"Risk Assessment"</b>             | means the information included in the Build Brief highlighting any risks at the Site   |
| <b>"Risk Assessment"</b>             | means the information included in the Build Brief highlighting any risks at the Site   |
| <b>"Risk Investment Matrix"</b>      | the 9-box matrix used to guide agreement on the risk and investment profile of an Innovation Project   |
| <b>"Road User Charging" or "RUC"</b> | means the Client division responsible for the operation of certain charging and enforcement schemes  |
| <b>"ROHS Regulations"</b>            | means the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012   |
| <b>"RTI"</b>                         | means a Road Traffic Incident  |
| <b>"RVC Decoder PCs"</b>             | means a PC located at a Network Node Site that decodes digital video images to analogue video feeds for an analogue Third Party CCTV System  |
| <b>"Safe"</b>                        | means where a Site is free from the existence of or potential for electrical or mechanical hazards being presented to Contractor Personnel, the Client, the emergency services and/or the general public   |
| <b>"Safety Critical Timings"</b>     | means all timings that require a level 3 or 4 access to amend, as set out in TOPAS 2500A, as well as other configuration data, (where applicable in a configuration): Lamp monitoring, Red lamp monitoring, Phase delays, Prohibited and via moves, UTC timeout, pedestrian linking and correspondence monitoring for secret signs |
| <b>"Same Generation"</b>             | means (i) fully compatible with; (ii) with the same feature set to; (iii) of similar age as; (iv) with no major changes in functionality from; and (v) with no major changes in hardware, in each case, when compared to the original Unit being replaced  |
| <b>"SAT"</b>                         | means System Acceptance Test   |



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| <b>"Schedule of Capital Works Rates"</b> | means the preamble, rates, prices and percentages as set out in <b>Schedule 6 (Capital Works Terms), Part B</b>  |
| <b>"Schedule of Cost Components"</b>     | means the Schedule of Cost Components at <b>Part C of Schedule 6 (Capital Works Terms)</b>   |
| <b>"Scheme"</b>                          | means types of planned Capital Works or Ordered Maintenance which are planned or proposed to be undertaken at a specific Site initiated by a client or programme and called as such by the Client  |
| <b>"SCOOT"</b>                           | means Split Cycle Offset Optimisation Technique  |
| <b>"Scope"</b>                           | means the scope described in <b>paragraph 2 of Schedule 3 (Statement of Requirements)</b>  |
| <b>"Second Action Plan"</b>              | means the Contractor's second Action Plan submitted to the Client in accordance with <b>paragraph 9.2 of Schedule 4 (Service Level Agreement)</b> in response to a Second Warning Notice   |
| <b>"Second Warning Notice"</b>           | has the meaning set out in <b>paragraph 9.1 of Schedule 4 (Service Level Agreement)</b>  |
| <b>"Security Breach"</b>                 | has the meaning given to it in <b>Clause 43.1.8</b>  |
| <b>"Security Incident"</b>               | <p>means:</p> <ul style="list-style-type: none"> <li>(a) any information security incident or any event or incident having an actual adverse effect on any element of the security of the Group Infrastructure and/or the Data (including Client Data);</li> <li>(b) any reasonably suspected event or incident or "near miss" incident;</li> <li>(c) any event or incident involving any breach of security leading to a Loss of Data (including Client Data); or</li> <li>(d) any event or incident which involves the compromise of confidentiality, integrity and/or availability of information of Data (including Client Data), including: (i) a Data Security Incident; (ii) a Cyber Attack; (iii) a Disaster; (iv) a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Client Data or other Data that has previously been subject to any such event, which may result in exploitation or exposure of that Client Data or other Data; (v) any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of the Group Infrastructure; (vi) any other unauthorised use of or access to any part of the Group Infrastructure and/or Data (including Client Data); and/or (vii) any damage, destruction, corruption or alteration of any Client Data or other Data</li> </ul> |

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| <b>"Security Questionnaire"</b>              | means the security questionnaire sent to the Contractor as part of the bid process  |
| <b>"Senior Personnel"</b>                    | means a director or a director or chief executive (or equivalent) of either the Client or the Contractor  |
| <b>"Sensitive Personal Data"</b>             | means sensitive or special categories of Personal Data including criminal allegations, offences and outcomes data (as defined in Data Protection Laws) which is Processed pursuant to or in connection with this Contract   |
| <b>"Serious Congestion"</b>                  | has the meaning of a particular traffic congestion level as reported by the Client's Traffic Information Management System (TIMS) or its replacement  |
| <b>"Service Cut Out"</b>                     | means the fuse connection point at which the Client can connect to the service provided by the Electricity Transmission Provider  |
| <b>"Service Delivery Meeting"</b>            | has the meaning given to it in <b>paragraph 8 of Schedule 8 (Contract Management and Reporting)</b>   |
| <b>"Service Desk Technical Support"</b>      | means the CCTV In-Station System Support Contractor's team providing technical support  |
| <b>"Service Disruption"</b>                  | has the meaning given to it in <b>paragraph 1.1 of Schedule 13 (Business Continuity and Disaster Recovery)</b>  |
| <b>"Service Failure Abatement or SFA"</b>    | abatements payable to the Authority in respect of a failure by the Contractor to meet the Performance Measures, calculated in accordance with <b>paragraph 5 of Schedule 4 (Service Level Agreement)</b> and the provisions of <b>Schedule 5 (Price and Payment)</b>  |
| <b>"Service Failure Points or SFPs"</b>      | in respect of a failure by the Contractor to meet the Performance Measures over a Measurement Period, the points to be attributed thereto as set out or referenced in <b>paragraph 4 of Schedule 4 (Service Level Agreement)</b>  |
| <b>"Service Level Indicator Report"</b>      | means the report provided by the Client to the Contractor outlining the Contractor's performance in respect of the SLIs and other stated Performance Measures as set out in <b>Table 3 of Schedule 4 (Service Level Agreement)</b>  |
| <b>"Service Level Indicator Report Date"</b> | means the date on which the Service Level Indicator Report is provided by the Client to the Contractor in accordance with <b>paragraph 3.1 of Schedule 4 (Service Level Agreement)</b>  |
| <b>"Service Level Indicators" or "SLIs"</b>  | means the minimum standards of performance to which the Services must be provided and performed at all times and continuously including in relation to the Installed Equipment, all as set out in <b>Schedule 4 (Service Level Agreement)</b> and <b>"Service Level Indicator" or "SLI"</b> shall mean anyone of them |
| <b>"Service Life"</b>                        | means the minimum period of time as detailed in <b>paragraph 3.5 of Schedule 3 (Statement of Requirements)</b> for which Equipment is   |

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|                                  | designed and capable to remain in service when subject to an appropriate maintenance regime   |
| <b>"Service Management Tool"</b> | <p>means a tool, process, system, piece of software or equipment (a <b>"tool"</b>) which is:</p> <ul style="list-style-type: none"> <li>(A) used by the Contractor in performing the Services; and</li> <li>(B) not connected to, and/or does not form part of, any Equipment (including the Installed Equipment) or the System; and</li> <li>(C) not used for configuring, testing, running diagnostics, connecting to and/or auditing Equipment, nor for connecting to other infrastructure and systems of the Client and the Service Recipients,</li> </ul> <p>and which:</p> <ul style="list-style-type: none"> <li>(1) is owned by a third party; or</li> <li>(2) is owned by a member of the Contractor's group of companies and, in either case, is: <ul style="list-style-type: none"> <li>(i) required by the Contractor for use in the normal course of its business (other than the performance of the Services and/or this Contract) including for other customers of the Contractor and members of its group; or</li> <li>(ii) a tool which a Replacement Contractor ought reasonably to be able to supply or procure from the open market for a reasonable fee</li> </ul> </li> </ul> |
| <b>"Service Manager"</b>         | has the same meaning as <b>"Project Manager"</b>  |
| <b>"Service Recipients"</b>      | means the Client, the TfL Group, the London Boroughs, the GLA and its functional bodies from time to time and any other bodies receiving the benefit of the Services notified to the Contractor by the Client from time to time in writing  |
| <b>"Services"</b>                | <p>means:</p> <ul style="list-style-type: none"> <li>(a) Mobilisation Services;</li> <li>(b) Instructed Capital Works;</li> <li>(c) Instructed Ordered Maintenance;</li> <li>(d) Regular Maintenance;</li> <li>(e) Exit Services, as set out or referred to in <b>Schedule 10 (Exit Plan)</b>;</li> <li>(f) any other services expressly set out in this Agreement; and/or</li> </ul>   |



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|  | (g) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from this Contract  |
| <b>"Services Commencement Date"</b>    | has the meaning set out under <b>"Works Commencement Date"</b>  |
| <b>"Services Information"</b>          | is information provided by the Contractor which is used to create or change the Information Model   |
| <b>"SFP Credits"</b>                   | means credits issued by the Client to the Contractor in accordance with <b>paragraph 4.2 of Schedule 4 (Service Level Agreement)</b>  |
| <b>"Silver Accreditation"</b>          | the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at: <a href="http://www.fors-online.org.uk">www.fors-online.org.uk</a>  |
| <b>"Site"</b>                          | means each location where the Pre-existing Installed Base is and/or the Approved Equipment is to be Installed and/or maintained (by way of Maintenance or Ordered Maintenance) under this Contract and/or where Works are required as notified by the Client to the Contractor from time to time in writing (including via the System) and, at the date of this Contract the Sites are listed in <b>Schedule 27 (Documentation)</b> |
| <b>"Site Design Life"</b>              | means the minimum period of time the built infrastructure of the site set out in the Contractor's Detailed Design will support Installed Equipment without significant intervention or overhaul   |
| <b>"Site Information"</b>              | means the information contained in <b>Schedule 27 (Documentation)</b>   |
| <b>"Site Layout Drawing" or "SLD"</b>  | means a drawing showing, as far as the scale will permit, the location of all Installed Equipment in a completed Installation and including for reference Civil Engineering Works and cable ducts as per the requirements of <b>Schedule 3 (Statement of Requirements)</b>  |
| <b>"Site Safety Manager"</b>           | means the person within the Contractor Personnel responsible for safety   |
| <b>"Site Type Flag"</b>                | means a marker in the System used to identify Sites of Strategic Importance   |
| <b>"Sites of Strategic Importance"</b> | means Sites that the Contractor will have reporting obligations for as set out in <b>paragraph 4.6 of Part 4 of Schedule 3 (Statement of Requirements)</b>  |
| <b>"SLD"</b>                           | has the same meaning as set out under Site Layout Drawing   |
| <b>"SLI Table"</b>                     | means the Service Level Indicators set out in Table 3 in <b>Annex A of Schedule 4 (Service Level Agreement)</b>   |

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| <b>"Snagging"</b>                        | means minor outstanding works which are the responsibility of an installation contractor remaining to be completed on Site which have not prevented the Site from passing its LAT  |
| <b>"Spares"</b>                          | means additional equipment (not being Free Issue Equipment) which are held by the Contractor to meet the requirements of the Services  |
| <b>"Special Access Key"</b>              | means a key required to obtain access to Third Party Site(s)   |
| <b>"Special Requirements"</b>            | means the latest editions of statutory undertakers requirements with which the Contractor must comply with in completing the Works and Services  |
| <b>"SRN" or "Strategic Road Network"</b> | means the part of the London road network for which the Client shares the traffic management duty set out in the Traffic Management Act 2004 with the relevant London borough  |
| <b>"ST System"</b>                       | means a category/type of Installed Equipment and, at the Contract Commencement Date, for TTC lots 1-6 and 7 being Automated Traffic Signals; OVD and VMS; and, for TTC lot 8, the CCTV Out-Station and the Operator Interface within TTC lot 8 requirements                |
| <b>"Staff"</b>                           | means any employee, agent, partner and/or Sub-contractor (and any employee of any agent or Sub-contractor) engaged by the Contractor in the execution of the Services  |
| <b>"Stakeholders"</b>                    | means Third Parties with an interface to the Client or Contractor in relation to the Services and in relation to CCTV, all key CCTV users, including the CCTV Steering Group members and such other users as notified to the Contractor by the Authority from time to time |
| <b>"Start Date"</b>                      | has the meaning given to it in <b>clause 31</b>  |
| <b>"Statement of Requirements"</b>       | means the specification for the Services set out in <b>Schedule 3 (Statement of Requirements)</b> , as may be amended by the Client from time to time in accordance with this Contract   |
| <b>"STATS Survey"</b>                    | means a survey of a set area to determine what utilities are within that location prior to the commencement of any excavation work   |
| <b>"Statutory Tests"</b>                 | means any test required to be undertaken pursuant to Applicable Laws including first examinations, periodical tests, or any re-test or appeal arising out of or resulting from such examination, test or re-test   |
| <b>"STIC Call-Off Contract"</b>          | means a call off contract issued by the Client to a contractor appointed to the STIC Framework   |
| <b>"STIC Framework"</b>                  | means the framework of agreements entered into between the Client and various contractors referred to as the "Surface Transport Infrastructure Construction Framework"   |
| <b>"Step-In Notice"</b>                  | has the meaning given to it in <b>Clause 31</b>  |

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| <b>"Step-In Period"</b>               | has the meaning given to it in <b>Clause 31</b>   |
| <b>"Step-In Resumption Notice"</b>    | has the meaning given to it in <b>Clause 31</b>   |
| <b>"Step-In Services"</b>             | has the meaning given to it in <b>Clause 31</b>   |
| <b>"STIC"</b>                         | means Surface Transport Infrastructure Construction Framework   |
| <b>"Street Authority"</b>             | has the meaning set out in section 49 of the NRSWA 1991   |
| <b>"Street Manager"</b>               | means the Department for Transport's (DfT) digital service for planning, management and communication of street and road works through open data and intelligent services   |
| <b>"Sub-Assembly"</b>                 | shall be given its ordinary engineering meaning and shall refer to a unit assembled separately but designed to fit/be incorporated with other units to form an Assembly within the Equipment or Installed Equipment   |
| <b>"Sub-Contract"</b>                 | means any contract or agreement (whether or not in writing) between the Contractor and a Third Party in relation to any activity arising out of or related to the provision of the Services   |
| <b>"Sub-Contractor"</b>               | means any contractor appointed as a subcontractor by the Contractor in connection with this Contract, including the Subcontractors and the Indirect Subcontractors as referred to in the Capital Works Conditions of Contract and including Key Sub-Contractors and Permitted Sub-Contractors                               |
| <b>"Sub-Surface Detection"</b>        | means detection Equipment located within or beneath the upper surface of a carriageway, cycle way and/or footway  |
| <b>"Subject Access Request"</b>       | means a request made by a Data Subject to access his or her own Personal Data in accordance with rights granted in Data Protection Laws   |
| <b>"Sufficient Evidence"</b>          | means the evidence necessary for the Client to issue proceedings against the Third Party responsible for Third Party Damage or make a claim against that Third Party's insurer being either Type 1 Sufficient Evidence or Type 2 Sufficient Evidence as detailed in <b>Part 4 of Schedule 3 (Statement of Requirements)</b> |
| <b>"Supplementary Works"</b>          | means Instructed Ordered Maintenance  |
| <b>"Surface Tech Strategic Forum"</b> | has the meaning given to it in <b>paragraph 7 of Schedule 8 (Contract Management and Reporting)</b>   |
| <b>"Suspension Period"</b>            | means the period during which the Client has suspended the Contractor's ability to perform the Services as set out in <b>Clause 30.1</b>  |
| <b>"Suspension Resources"</b>         | has the meaning given to it in <b>Clause 30.1</b>   |



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| <b>"Sustainable Timber"</b>            | <p>means Timber, which in order to meet the Client's criteria for sustainable timber, must be:</p> <ul style="list-style-type: none"> <li>(a) Recycled Timber;</li> <li>(b) Sustainably Sourced Timber; or</li> <li>(c) a combination of (a) and (b)</li> </ul>   |
| <b>"Sustainably Sourced Timber"</b>    | <p>means 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 Client will accept timber accredited through other schemes approved by the Central Point of Expertise on Timber (CPET), as listed below:</p> <ul style="list-style-type: none"> <li>(a) Canadian Standards Association (CSA);</li> <li>(b) Programme for the Endorsement of Forest Certification (PEFC); or</li> <li>(c) Sustainable Forestry Initiative (SFI),</li> </ul> <p>or such other source as the Contractor may demonstrate to the Client's satisfaction is equivalent</p> |
| <b>"Switch Out"</b>                    | <p>means a controlled, premeditated switching off of all Aspects at a Site when authorised by the Client in writing</p>   |
| <b>"System"</b>                        | <p>means the system(s) of the Client relevant to this Contract as confirmed by the Client in writing for use in relation to this Contract and, as at the Contract Commencement Date including those set out in <b>Schedule 26 (Systems and Integration)</b>, all as may be updated, replaced and or amended from time to time and <b>"applicable System"</b> shall mean the applicable System to be utilised for the relevant task(s) as set out in such Schedule or as otherwise notified by the Client to the Contractor from time to time but which term shall not include for the avoidance of doubt the CCTV In-Station, CCTV Out-Station or the CCTV System which are defined separately</p>  |
| <b>"System Acceptance Test or SAT"</b> | <p>has the meaning as defined in <b>Schedule 3 (Statement of Requirements)</b></p>  |
| <b>"Tagging Information"</b>           | <p>means the numbering of cables used in a Cabling Schematic as per the function of such cables</p>   |
| <b>"Take-Over Certificate"</b>         | <p>means the Client's online certificate issued when Installation, Modernisation or Modification works are completed following either a successful LAT or a successful SAT</p>  |

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| <b>"Technical Specification"</b>                     | all technical design, functional and/or operational documents and drawings relevant to the Services and/or the Equipment, as approved, controlled and/or issued by the Client via TfL Engineering   |
| <b>"Technology &amp; Data" or "TAD" or "T&amp;D"</b> | means the Client's employees or staff providing information management and associated technical services  |
| <b>"Temporary Re-allocation"</b>                     | shall have the meaning given to it in <b>Clause 31</b>  |
| <b>"Temporary Re-allocation Trigger"</b>             | <p>means the following:</p> <ul style="list-style-type: none"> <li>a. in accordance with <b>paragraph 7 of Schedule 4 (Service Level Agreement)</b> where the Contractor has failed to meet SLIs and/or other Performance Measures. The Temporary Re-allocation period in such circumstance will last until such time that the Contractor can demonstrate to the Client's reasonable satisfaction that such SLIs and/or other Performance Measures can be met with confidence in the future and that the Contractor is ready to resume the Services in accordance with the requirements of the Contract (as confirmed by the Client in writing);</li> <li>b. in accordance with <b>Clause 20.7</b> where the Contractor's Credit Rating drops by twenty (20) points or more from the Base Credit Rating. The Temporary Re-Allocation period in such circumstance will last until such time that the Contractor's Credit Rating is back at the Base Credit Rating or above or the Contractor has otherwise rectified the issue in accordance with <b>Clause 20</b> to the Client's written satisfaction (as confirmed by the Client in writing);</li> <li>c. in the circumstances set out in <b>Clause 20.9</b> for Temporary Re-allocation. The Temporary Re-Allocation period in such circumstance will last until such time that the Client is satisfied the Contractor has remedied any breach (where applicable) and is able to resume the Services in accordance with the requirements of the Contract (as confirmed by the Client in writing);</li> <li>d. a Force Majeure Event occurs which continues for thirty days or more. The Temporary Re-allocation period in such circumstance will last until such time that the Force Majeure circumstance has ceased and the Client is satisfied the Contractor is able to resume the Services in accordance with the requirements of the Contract (as confirmed by the Client in writing);</li> <li>e. the Contractor persistently and/or regularly refuses to or does not perform Works or Services which have been directly awarded/instructed in accordance with this Contract. The Temporary Re-Allocation period in such circumstance will last until such time that the Client is satisfied the Contractor is able to resume the Services in accordance with the requirements of the Contract (as confirmed by the Client in writing);</li> <li>f. the Client is concerned that if the Contractor was awarded any specific Works or Services directly that the Contractor will not perform them on time or in accordance with the quality and/or</li> </ul> |

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|  | <p>with other aspects of this Contract based on the Contractor's past performance of works over the past 3 Reporting Periods being not in material accordance with this Contract and/or the relevant Works Instruction. The Temporary Re-Allocation period in such circumstance will last until such time that the Client is satisfied the Contractor has remedied any breach (where applicable) and is able to resume the Services in accordance with the requirements of the Contract (as confirmed by the Client in writing);</p> <p>g. at Client's election, a Permanent Re-allocation Trigger arises and Client elects to utilise it as a Temporary Re-allocation Trigger. The Temporary Re-allocation period in such circumstance will last until such time that the Client is satisfied the Contractor has remedied any breach (where applicable) and is able to resume the Services in accordance with the requirements of the Contract (as confirmed by the Client in writing);</p> <p>h. one or the following circumstances arises and the Temporary Re-allocation will continue until such time that the and the Client is satisfied the Contractor is able to resume the Services in accordance with the requirements of the Contract (as confirmed by the Client in writing) and additionally in the case of a breach the breach is remedied to the Client's satisfaction (as confirmed by the Client in writing):</p> <p>xiv. the Contractor is in breach of or fails to comply with <b>Clause 23 (Compliance with Policies and Laws)</b>;</p> <p>xv. the Contractor is in breach of or fails to comply with <b>Clause 43 (Protection of Personal Data)</b> and/or <b>Part B of Schedule 20 (Special Conditions)</b></p> <p>xvi. the Contractor is in breach of or fails to comply with <b>Clause 45 (Data)</b>;</p> <p>xvii. the Contractor is in breach of or fails to comply with the equality and diversity requirements stated in <b>Schedule 12</b>;</p> <p>xviii. the Contractor is unable to provide the Regular Maintenance in full on and from the Works Commencement Date in accordance with the terms of this Contract which is not demonstrated by Contractor to be directly caused by Client;</p> <p>xix. the Contractor and/or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010;</p> <p>xx. the Contractor commits any of the offences listed in the Corporate Manslaughter and Corporate Homicide Act 2007; or</p> <p>xxi. the Contractor fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law;</p> |
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|   | <p>xxii. a serious risk exists to the health or safety of persons or property or to the environment;</p> <p>xxiii. the Client needs to Re-allocate to discharge a statutory duty;</p> <p>xxiv. the Contractor does not have or the Client is concerned that the Contractor does not have sufficient resources to carry out and complete any of the Regular Maintenance, Capital Works, Ordered Maintenance or other Works or other Services;</p> <p>xxv. the Contractor is unable to perform the Services in a timely manner and the Client is reasonably concerned that a right to remedy or provide rectification first would materially prejudice the Client, any of the Service Recipients or any of the general public or other Third Parties; or</p> <p>where the Client otherwise has an express right to Re-allocate or Step-in or move the Services in accordance with this Contract</p> |
| <b>"Temporary Signals"</b>                  | means Traffic Signals which are installed at a Site for a limited period on a temporary support, which may include a pole in block or other temporary structure, and use the same type of signal equipment as permanent Traffic Signals being controlled with the Site's existing permanent Controller or other TOPAS 2500-compliant Controller temporarily installed at the Site   |
| <b>"Temporary Traffic Regulation Order"</b> | means an order made under Section 14 of the Road Traffic Act 1984   |
| <b>"Term"</b>                               | means the Initial Term, together with any and all extensions made to the term in accordance with <b>Clause 3.2</b> , subject always to any earlier termination or cessation in accordance with the terms of this Contract   |
| <b>"Termination Assistance Notice"</b>      | has the meaning given to it in <b>paragraph 9.6 of Schedule 10 (Exit Plan)</b>  |
| <b>"Termination Assistance Period"</b>      | has the meaning given to it in <b>paragraph 9.1 of Schedule 10 (Exit Plan)</b>  |
| <b>"Termination Date"</b>                   | means the date with effect from which this Contract is terminated or expires in its entirety in accordance with this Contract   |
| <b>"Termination Services"</b>               | has the meaning given to it in <b>paragraph 9.1 of Schedule 10 (Exit Plan)</b>  |
| <b>"Terms and Conditions"</b>               | means the terms and conditions of the Contract as set out in this Volume 2  |
| <b>"Test"</b>                               | means a test in relation to an element of Services including Equipment covered by this Contract conducted by the Contractor and <b>"Tests"</b> and <b>"Testing"</b> shall be construed accordingly  |

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| <b>"TfL"</b>                                      | Transport for London, a statutory corporation established under the Greater London Authority Act 1999  |
| <b>"TfL's Digital Communications Provider"</b>    | means any digital telecommunications supplier appointed by the Client to provide digital communications Services   |
| <b>"TfL Group"</b>                                | means TfL and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any "member of the TfL Group" shall refer to TfL or any such subsidiary  |
| <b>"TfL Lane Rental Scheme" or "TLRS"</b>         | means the regulatory charging scheme applicable to occupation of the carriageway at specified traffic sensitive locations on the TLRN  |
| <b>"TfL Policies"</b>                             | means the Client's policies set out in <b>Schedule 15 (TfL Policies)</b>   |
| <b>"Third Party"</b>                              | means any person who is not a party to this Contract and which term includes individuals, individual contractors, Third Party Suppliers and other third parties  |
| <b>"Third Party CCTV System"</b>                  | means a CCTV system that is managed by a Third Party and interfaces with a Network Node  |
| <b>"Third Party Damage"</b>                       | means Faults or damage in relation to the Installed Equipment arising due to unforeseen events outside of day-to-day operational wear and tear, which may include road traffic incidents but excludes Graffiti, and is not caused by the Contractor or caused by parties under the Contractor's control  |
| <b>"Third Party Escrow Materials"</b>             | has the meaning given to it in <b>Clause 10.4</b>  |
| <b>"Third Party Fault"</b>                        | means Faults that are caused by or arise from services provided to the Client by Third Party Suppliers but does not include any Contractor Personnel   |
| <b>"Third Party Intellectual Property Rights"</b> | means any Intellectual Property Rights owned by a Third Party  |
| <b>"Third Party Premises"</b>                     | means premises owned or controlled by a Third Party to which the Contractor requires access in order to perform Works in accordance with this Contract   |
| <b>"Third Party Supplier"</b>                     | means, other than by the Contractor, a supplier of goods, maintenance, capital works and/or other works and/or services to the Client and/or to another Service Recipient(s), including: <ul style="list-style-type: none"> <li>(a) any other supplier(s) engaged who are part of the TTC Framework or who hold a TTC Contract; and/or</li> <li>(b) other service providers to the Client and/or another Service Recipient outside of the TTC Framework or a TTC Contract</li> </ul> |

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| <b>"Third Party Supplier Fault"</b>        | means Faults that are caused by or arise from services provided to the Client by Third Party Suppliers for whom the Contractor is not responsible under this Contract  |
| <b>"Timber"</b>                            | means 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   |
| <b>"Timing Sheet"</b>                      | means the automatic report for a Traffic Signal Site generated from the System that provides details of various Safety Critical Timings and other operational timings as recorded in the System at the requested report date, alongside other data pertinent to the operation of the site, often including, but not limited to, detection strategy summary, recent amendment history, linking and the configured signalling sequence (method of control) |
| <b>"TM Handbook"</b>                       | means the Client's Traffic Management Handbook set out in <b>paragraph 1.3 of Schedule 16 (Permitting, Traffic Management and Lane Rental)</b>   |
| <b>"TMA"</b>                               | means the Traffic Management Act 2004  |
| <b>"TOPAS"</b>                             | means Traffic Open Products And Specifications. The Contractor will comply with TOPAS current at the Contract Commencement Date and any updates as may be issued from time to time during the Term of the Contract. The Contractor will not be compensated for any revisions to TOPAS issued during the Term.  |
| <b>"Total Maintenance Payment"</b>         | has the meaning set out in <b>paragraph 2.1 of Schedule 5 (Price and Payment)</b>  |
| <b>"Total Regular Maintenance Payment"</b> | has the meaning set out in <b>paragraph 2.1 of Schedule 5 (Price and Payment)</b>  |
| <b>"Traffic Authority"</b>                 | has the meaning defined by section 121A of the Road Traffic Regulation Act 1984  |
| <b>"Traffic Management"</b>                | means the activities carried out in accordance with 'Safety at Street Works and Road Works: A Code of Practice' issued by the Department for Transport and/or Chapter 8 of the Traffic Signs Manual  |
| <b>"Traffic Management Drawing Plans"</b>  | means electronic drawings which show the proposed layout of any traffic management proposals provided in a format as requested by the Client including by way of example PDF or AutoCAD  |
| <b>"Traffic Management Meetings"</b>       | means meetings set up with key stakeholders to discuss traffic management proposals with the purpose of the meetings being to discuss health and safety and the mitigation of impacts on the road network  |
| <b>"Traffic Manager"</b>                   | shall have the meaning set out in <b>Clause 23</b> of the Contract   |



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| <b>"Traffic Signals"</b>                          | means the approved traffic signs and signals in accordance with The Traffic Signs Regulations and General Directions 2016 to control vehicular and pedestrian movements over time to separate conflicting traffic flows  |
| <b>"Traffic Technology Contract" or "TTC"</b>     | means 'Traffic Technology Contract' and refers to the Client's Traffic Control and/or CCTV Equipment Maintenance and Related Services Contract and/or their successor(s) from time to time   |
| <b>"TTC Contracts"</b>                            | means the contracts awarded under TTC lots 1-6 and/or 8 (as the context permits) and <b>"TTC Contract"</b> shall mean any one of them  |
| <b>"TTC Frameworks"</b>                           | means a framework of contracts to allow providers to provide goods, works, maintenance and/or other services to the Client under TTC lot 7 and a reference to <b>"TTC Framework"</b> shall mean any one contract awarded under such framework  |
| <b>"Transferee"</b>                               | the person(s) (being the Client, other Service Recipient(s), Replacement Contractor(s), other Third Party Supplier(s), and/or nominee(s) of any of them) that the Client notifies the Contractor in writing are to be the persons to whom the relevant Transferring Agreements (as defined in <b>Clause 48</b> ) and/or any Equipment upon termination or exit (as set out in the Exit Plan) are to be transferred, assigned or novated (as appropriate) pursuant to the Contract  |
| <b>"Transparency Commitment"</b>                  | means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Client is committed to publishing its contracts, tender documents and data from invoices received  |
| <b>"Transport for London Road Network (TLRN)"</b> | means the Network of Roads in London designated as Greater London Authority (GLA) Roads by virtue of Orders under Subsection 14A and 14B of the Highway Act 1980 (as inserted by Sections 260 and 261 of the Greater London Authority Act 1999) (see Schedule to The GLA Roads Designation Order 2000 Statutory Instrument 2000 No. 1117 and subsequent amendments) including roads managed under the A13 DBFO contract which means the section of the A13 and other adjoining routes East of Butcher Row (in the London Borough of Tower Hamlets) |
| <b>"Triage"</b>                                   | means the first stage of the IPD Process as further detailed in <b>Schedule 22 (Innovation)</b>  |
| <b>"Trial Hole(s)"</b>                            | means minor excavation(s) to ascertain presence of any utilities or other services which may prevent the installation of any Equipment and/or associated infrastructure or to ascertain other ground or sub-surface conditions   |
| <b>"Trial Hole Report"</b>                        | means a report provided as part of Civil Engineering Works to help the Contractor in detailing the outcome of the Trial Hole inspections   |
| <b>"Trigger Date"</b>                             | has the meaning set out in <b>paragraph 2.1 of Schedule 10 (Exit Plan)</b>   |
| <b>"TTRO"</b>                                     | means a Temporary Traffic Regulation Order   |

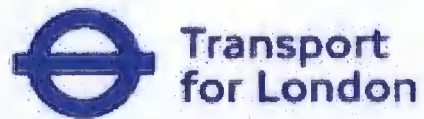
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| <b>"Tunnels CCTV System" or "tunnels CCTV System"</b>           | means all of the equipment, servers, hardware, software and communication networks that constitute the Client's Tunnels CCTV System and which does not fall within the scope of the TTC Contracts   |
| <b>"TUPE"</b>   | means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended   |
| <b>"TVNP"</b>   | means 'Television Network Protocol'   |
| <b>"Ultra Low Emission Scheme" or "Ultra Low Emission Zone"</b> | means as described at <a href="https://tfl.gov.uk/modes/driving/ultra-low-emission-zone">https://tfl.gov.uk/modes/driving/ultra-low-emission-zone</a>   |
| <b>"Unavailable"</b>  | means that Installed Equipment is not operating to its specification(s) and/or documentation due to Faults raised by the Client or raised by the Contractor and confirmed by the Client in the System and "Unavailable Time" shall mean a period of time during which the Installed Equipment is Unavailable, calculated in accordance with Part 2 of <b>Schedule 5 (Price and Payment)</b> |
| <b>"Unavailable Time"</b>                                       | means a period of time during which the Installed Equipment is Unavailable, calculated in accordance with <b>Part 2 of Schedule 5 (Price and Payment)</b>   |
| <b>"Unit"</b>   | means either the Whole Unit, a Sub-Assembly and/or an Assembly, as the context permits  |
| <b>"Urgent Change"</b>  | has the meaning given to it in <b>paragraph 4.3 of Schedule 7 (Change Control and Contract Variation)</b>   |
| <b>"Urgent Direction"</b>                                       | has the meaning set out in <b>paragraph 5 of Part 1 of Schedule 5 (Price and Payment)</b>   |
| <b>"UTC"</b>  | means Urban Traffic Control   |
| <b>"Vandalism"</b>  | means damage caused deliberately which impairs the functionality of Installed Equipment and/or affects its Availability and, in the case of the Contractor's obligations to report only, also includes any other intentional damage to the Installed Equipment  |
| <b>"Variation Number"</b>                                       | has the meaning given to it in <b>paragraph 3.5 of Schedule 7 (Change Control and Contract Variation)</b>   |
| <b>"Vehicle Stock"</b>  | means the level of Spares and Consumables required to resource a Contractor vehicle   |
| <b>"Vermin"</b>   | means animal infestation likely to cause disease, damage or detritus  |
| <b>"Virgin Timber"</b>  | means timber supplied or used in performance of this Contract that is not Recycled Timber   |

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| <b>"Virtual Fault"</b>   | means a Fault recorded against an Operator Interface or CCTV Out-Station Site in the System as a result of a Host Fault by virtue of the Failure Points relationships held in the System   |
| <b>"Visual Inspection"</b>   | <p>means a non-intrusive inspection of the Major Civil Engineering Works completed by the Major Civil Engineering Contractor at a Site to ensure that the Site is in a sufficient condition to enable the relevant Capital Works to be completed by the Contractor in accordance with the relevant Works Instruction and such inspection shall include:</p> <ul style="list-style-type: none"> <li>(a) ensuring that all ducts have been rodded and roped; and</li> <li>(b) all pits have been inspected; and</li> <li>(c) checking that all requisite As-Built Drawings are provided by the Major Civil Engineering Works Contractor</li> </ul> |
| <b>"VMS"</b>   | means Variable Message Sign as defined by regulation 58 of the TSRGD 2016  |
| <b>"Vulnerable Installed Equipment"</b>  | has the meaning set out in <b>paragraph 4.9.8 of Part 4 of Schedule 3 (Statement of Requirements)</b> and "Vulnerable" shall be construed accordingly  |
| <b>"Warning Notice"</b>  | means a notice issued by the Client pursuant to <b>Schedule 4 (Service Level Agreement)</b> if more than a specified number of Service Failure Points are issued in any 3 (three) Reporting Periods rolling duration   |
| <b>"Warranted Authority Asset Inventory" or "Warranted Client Asset Inventory"</b> | means the SLDs and Periodic Inspection information issued as part of <b>Schedule 27 (Documentation)</b>  |
| <b>"Warranty Period"</b>   | means the warranty period for Installed Equipment as set out in <b>Clause 20.3</b>   |
| <b>"WEEE Equipment"</b>  | means any Equipment which falls within the scope of the WEEE Regulations   |
| <b>"WEEE Regulations"</b>  | means the Waste Electrical and Electronic Equipment Regulations 2013   |
| <b>"Whole Unit"</b>  | means a whole unit/piece of Equipment, whether made up of one Assembly item only, a number of Assembly items and/or a number of Sub-Assembly items but forming one overall piece of manufactured equipment   |
| <b>"Wig-Wag Signals"</b>   | means traffic signals consisting of a sign to diagram 3014 of the TSRGD (2016) used where the need for a vehicle to stop is paramount for safety reasons, but unpredictable and sometimes infrequent, such as at swing or lifting bridges or in the vicinity of premises used regularly by fire, police or ambulance service vehicles.   |



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| <b>“Works”</b>  | means the Regular Maintenance and Ordered Maintenance and Capital Works   |
| <b>“Works Commencement Date” or “Service Commencement Date”</b> | means the date on which the Contractor has completed the Mobilisation Services to the satisfaction of the Project Manager   |
| <b>“Works Instruction”</b>                                      | means an instruction issued by the Client for Capital Works or Ordered Maintenance in accordance with <b>Clause 7</b> and including any attachments and any other documents expressly referred to in that Works Instruction |
| <b>“Works Order”</b>  | means a Works Instruction for Ordered Maintenance   |
| <b>“WRRR Self-Certification Report”</b>                         | means the template report submitted by the Contractor to the Client every 6 (six) months self-certifying Contractor compliance with <b>Part 1 of Schedule 3 (Statement of Requirements)</b> for FORS and DVS.               |





# **TRAFFIC TECHNOLOGY CONTRACT (TTC)**

## **LOT 4 (FOUR) – NORTH & CENTRAL**

### **Schedule 3**

### **Statement of Requirements**

#### **Part 1 - General**



## **PART 1: GENERAL CONTENTS**

|   |           |
|---|-----------|
| <b>1. PART 1: GENERAL</b>   | <b>7</b>  |
| 1.1. Standards, working practices & principles  | 7         |
| 1.2. Contractor Facilities  | 9         |
| 1.3. Contractors Vehicles   | 13        |
| 1.4. Contractor Personnel   | 19        |
| 1.5. Authority Systems  | 21        |
| 1.6. Mobilisation   | 25        |
| 1.7. Operational Readiness Assurance  | 31        |
| 1.8. Design Process, CDM and BIM  | 40        |
| 1.9. Power  | 45        |
| 1.10. Communications  | 48        |
| 1.11. Interface with Surface Transport Infrastructure Contract (STIC) Framework       | 51        |
| 1.12. Handover into Maintenance   | 52        |
| 1.13. Asset Condition Inspection  | 53        |
| 1.14. Business Continuity   | 55        |
| 1.15. Cost Management, Cost Forecasting, & Cash Flow Forecasting                      | 56        |
| 1.16. Procurement Planning  | 57        |
| 1.17. Procurement of Materials, Equipment, Sub-Contracts, or Frameworks and Suppliers | 59        |
| 1.18. Contract execution plan (CEP)   | 63        |
| 1.19. Planning  | 67        |
| 1.20. Exit Planning   | 71        |
| 1.21. Quality Management System   | 72        |
| <b>Annex G1: Mobilisation Plan</b>  | <b>73</b> |
| <b>Annex G2: Health and Safety Plan</b>   | <b>74</b> |
| <b>Annex G3: System Statements of Requirements</b>                                    | <b>75</b> |
| <b>Annex G4: Contractors Vehicles</b>   | <b>77</b> |
| Direct Vision Standard  | 77        |
| <b>Annex G5: Operational Readiness Review Process</b>                                 | <b>84</b> |
| <b>Annex G6: Capability Assurance Readiness Document Template</b>                     | <b>86</b> |
| <b>Annex G8: BIM Exchange Information Statement of Requirements</b>                   | <b>91</b> |
| BIM Exchange Information Statement of Requirements                                    | 91        |
| <b>1. BIM Visions and Objectives</b>  | <b>91</b> |

|           |   |            |
|-----------|---|------------|
| 1.1.      | Purpose.....  | 91         |
| 1.2.      | BIM Objectives.....   | 91         |
| 1.3.      | Authority's BIM Objectives .....                                    | 91         |
| 1.4.      | Contract BIM Objectives .....                                       | 92         |
| <b>2.</b> | <b>Information Utilisation Planning.....</b>                        | <b>93</b>  |
| 2.1.      | Primary use of data / information .....                             | 93         |
| 2.2.      | Level of Information Need .....                                     | 93         |
| <b>3.</b> | <b>Information Execution Plan (IEP) .....</b>                       | <b>97</b>  |
| 3.1.      | IEP General .....   | 97         |
| 3.2.      | Supply chain assessment .....                                       | 97         |
| 3.3.      | Asset information .....   | 98         |
| 3.4.      | Training arrangements.....  | 98         |
| 3.5.      | Standard method and procedure .....                                 | 98         |
| 3.6.      | Security.....   | 100        |
| 3.7.      | Roles and Responsibilities .....                                    | 101        |
| 3.8.      | Naming Conventions.....   | 101        |
| 3.9.      | Classification .....  | 102        |
| 4.        | INFORMATION MANAGEMENT .....  | 103        |
| 4.1.      | System Performance and Constraints .....                            | 103        |
| 4.2.      | Reference Information .....   | 103        |
| 4.3.      | Common Data Environment (CDE).....                                  | 103        |
| 4.4.      | Collaboration Process.....  | 104        |
| 4.5.      | Electronic Data Exchange.....                                       | 104        |
| <b>5.</b> | <b>Digital Engineering .....</b>                                    | <b>105</b> |
| 5.1.      | Data Exchange Formats .....   | 105        |
| 5.2.      | Library of Objects.....   | 105        |
| 5.3.      | Coordinates.....  | 106        |
|           | <b>Annex G9: Authority Drawing Statements of Requirements .....</b> | <b>107</b> |
|           | <b>ANNEX G10 –NOT USED .....</b>                                    | <b>108</b> |
|           | <b>Annex G11: Condition Assessment Guidelines .....</b>             | <b>109</b> |
| <b>1.</b> | <b>Condition assessment guideline.....</b>                          | <b>109</b> |
| 1.1.      | Purpose.....  | 109        |
| 1.2.      | Inspections.....  | 110        |
| 1.3.      | Inspection Requirements .....                                       | 110        |
| 1.4.      | Condition Recording .....   | 115        |

|  |            |
|--|------------|
| 1.5. Defect Recording .....                                      | 119        |
| 1.6. Possible Causes of Defects .....                            | 120        |
| 1.7. Inspection Reporting .....                                  | 120        |
| 1.8. Defect Category .....                                       | 121        |
| <b>Annex G12: Commissioning and Handover documentation .....</b> | <b>127</b> |
| <b>Annex G13: Highways Technical Specification .....</b>         | <b>129</b> |
| TfL Highways Technical Specification .....                       | 131        |
| Appendices to TfL Highways Technical Specification .....         | 131        |
| <b>Annex G14: Authority Furnished Assets List .....</b>          | <b>132</b> |



### **SCHEDULE 3**

#### **STATEMENT OF REQUIREMENTS PART 1: GENERAL**

This Statement of Requirements will not be read in isolation but will be read and complied with in conjunction with all other parts of the Statements of Requirements and other Schedules of this Contract.

This Schedule, together with its annexes, sets out the Authority's Statement of Requirements in relation to the provision of the Services including supply, installation and maintenance of Automated Traffic Signals, Over-height Vehicle Detection Systems and Variable Message Signs as part of this Contract.

This Schedule is split into four parts which are as follows:

Part 1: General Requirements covers requirements pertaining to the Works and Services of capital delivery and ongoing maintenance services. This includes Contractor facilities and vehicles, Contractor Personnel, mobilisation, operational readiness, handover into Maintenance, information and Document management and design as required for the delivery of all Works and Services.

Part 2: Capital Works covers requirements pertaining to the Capital Works activities.

Part 3: Equipment covers requirements pertaining to the provision and approval of Equipment to be supplied, installed and maintained under this Contract. This also includes requirements for training, Obsolete Equipment and Free Issue Equipment, including Authority Spares.

Part 4: Maintenance covers requirements pertaining to the Maintenance activities. This includes routine reactive Maintenance, preventative Maintenance, inspections, Emergency Maintenance, Third-Party Damage, and ordered Maintenance amongst other Maintenance Works and Service requirements.

This Schedule will be read in conjunction with other Schedules and the Clauses of the Contract as these play an integral part in understanding the Statement of Requirements set out in this Schedule.

Definitions of terms used in this Schedule are contained in **Schedule 2**.

The structure and layout of this document is ordered into sections. Each section has a heading with an introductory statement (if required). This is followed by sub-headings containing Statements of Requirements. Each Statement of Requirement has one row containing the following information (see example of layout of Statement of Requirements):

- Statements of Requirements number;
- Statements of Requirements description; and
- "Mandatory" or "For Information Only".

Example of Layout of Statement of Requirements

|                                      |
|--------------------------------------|
| 1.1 Section heading                  |
| Introductory statement (if required) |

|       |                             |           |
|-------|-----------------------------|-----------|
| 1.1.1 | The requirement description | Mandatory |
|-------|-----------------------------|-----------|

The Statements of Requirements number indicates the number of the individual requirement and is made up of three (3) numbers. The first number relates to the part number, the second number relates to the section and the third number relates to the requirement number within that section.

“Mandatory” or “For Information Only” denotes the type of requirement. The Contractor will ensure that each “Mandatory” requirement is met. Statements of Requirements marked “For Information Only” are intended to inform the Contractor about a particular process but do not contain obligations with which the Contractor must comply.

|   |  |           |
|---|--|-----------|
| <b>1. PART 1: GENERAL</b>   |  |           |
| The General Section of the Statement of Requirements applies to all areas of the Services within the Contract.  |  |           |
| <b>1.1. Standards, working practices &amp; principles</b>   |  |           |
| This section covers those Statements of Requirements relating to the standards, working practices and principles to which the Contractor will adhere in providing the Services. |  |           |
| 1.1.1   | The Contractor will be registered under the National Highways Sector Scheme (NHSS8) / Highway Electrical Registration Scheme or an equivalent scheme mutually agreed with the Authority.   | Mandatory |
| 1.1.2   | The Contractor's Health and Safety Plan set out in <b>Annex G2 to Schedule 3</b> (as varied and agreed by the Project Manager at least every 3 Reporting Periods) will be adhered to at all times during the Term by the Contractor.   | Mandatory |
| 1.1.3   | The Contractor will comply with the health and safety requirements of <b>Schedule 24</b> and health and safety reporting requirements in accordance with <b>Schedule 8</b> .   | Mandatory |
| 1.1.4   | The Contractor will comply with the Environmental requirements of <b>Schedule 25</b> and environmental reporting requirements in accordance with <b>Schedule 8</b> .   | Mandatory |
| 1.1.5   | The Contractor will be responsible for any charges incurred by the Contractor in relation to either congestion charging scheme, low emission zone scheme and ultra-low emission zone scheme operated by the Authority or a London local authority.   | Mandatory |
| 1.1.6   | The Contractor will reply fully and promptly, upon receipt of any correspondence from the Authority. All correspondence will be issued in accordance with this Contract.   | Mandatory |
| 1.1.7   | The Contractor will ensure any Civil Engineering Works and Services are delivered in line with the requirements of "Specification for Highway Works" (SHW) (published by the Stationery Office as Volume 1 of the Manual of Contract Documents for Highway Works) as supplemented and amended by the TfL Highways Technical Specification and its appendices provided at Annex G13 (TfL Highways Specification). | Mandatory |



|        |  |                      |
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| 1.1.8  | For the avoidance of doubt Annex G13 (TfL Highways Specification) and the SHW is sub-ordinate to the clauses and requirements contained in the Contract and its Schedules and other Annexes of this <b>Schedule 3</b> in the event of a conflict between these documents.  | For Information Only |
| 1.1.9  | The Authority may make available to the Contractor Equipment, Free Issue Equipment or other assets to support them in the execution of the Works and Services as agreed with the Project Manager during the Mobilisation Period and itemised in Annex G14: Authority Furnished Assets List to this <b>Schedule 3</b> as updated in line with the Contract by the Authority from time to time to reflect any changes. Items supplied in this way are Authority Furnished Assets and will remain the property of the Authority at all times. | Mandatory            |
| 1.1.10 | The Contractor will ensure that:<br>(1) the use and storage of Authority Furnished Assets protects the condition and integrity of Authority Furnished Assets at all times; and<br>(2) Authority Furnished Assets are insured against damage, loss or theft at all times.   | Mandatory            |
| 1.1.11 | Each year on the anniversary of the Contract Commencement Date the Contractor will submit a list of the Authority Furnished Assets of which it has custody.<br>The Contractor will report any damage, loss, theft or other detriment to Authority Furnished Assets to the Project Manager within 2 (two) Business Days of becoming aware of it.  | Mandatory            |

## 1.2. Contractor Facilities

This section covers those Statements of Requirements relating to the Contractor's facilities including the Depot, Despatch Centre and offices.

|       |  |           |
|-------|--|-----------|
| 1.2.1 | The Contractor will set up a Depot no more than 2 (two) hours travel by road vehicle from 197 Blackfriars Road, SE1 8NJ (unless Authority has agreed an exception with the Contractor).  | Mandatory |
| 1.2.2 | The Contractor will ensure that the location(s) of the Depot and Despatch Centre allow for the Contractor to mobilise the Contractor Personnel, plant, vehicles and equipment including Equipment necessary to meet the required response times, including Emergency's as set out in <b>section 4.7 of Part 4 of Schedule 3</b> , in delivering the Services set out in this Contract.   | Mandatory |
| 1.2.3 | <p>The facilities of such Depot will include, but not be limited to, the following:</p> <ul style="list-style-type: none"><li>• workshops in order to undertake repairs and tests on Equipment;</li><li>• secure storage for the Contractor's equipment, plant, vehicles and Equipment used to perform the Services;</li><li>• 24/7 access to stored Equipment to perform the Services;</li><li>• provide access during office hours to Authority personnel, as occasionally required including for the purposes of witnessing tests and access for Free Issue Equipment or Authority Furnished Assets; and</li><li>• Secure contained facilities for all Free Issue Equipment.</li></ul> <p>All costs of providing, setting up, operating safely and environmentally and demobilising the Depot, including adequate security, signage, making good, will be borne by the Contractor. Costs of relocating Depot or Despatch Centre facilities during the Contract Term will also be borne by the Contractor in line with an accepted updated Project Execution Plan.</p> | Mandatory |

|        |  |           |
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| 1.2.4  | <p>The Contractor will agree with the Project Manager how all Authority Furnished Assets and Free Issue Equipment will be identified, tagged and marked using indelible markings as "The Sole Property of Transport for London".</p> <p>The Authority may require access to the Contractor's premises for the purposes of inspecting or checking the Free Issue Equipment and/or Authority Furnished Assets at all reasonable times during normal working hours, subject to providing the Contractor with reasonable notice.</p> | Mandatory |
| 1.2.5  | <p>The Contractor's Despatch Centre will operate 24 (twenty-four) hours a day (365/366 days a year) and respond to contact by the Authority by telephone at all operational times.</p>   | Mandatory |
| 1.2.6  | <p>The Contractor will ensure that all Authority Furnished Assets or Free Issue Equipment are stored securely to ensure that Equipment is protected from weather and / or atmospheric conditions as may be required and is kept in strict accordance with any manufacturers' recommendations and warranty or servicing requirements.</p>   | Mandatory |
| 1.2.7  | <p>The Contractor will ensure that all Works carried out within the Depot have permit to work procedures in place to meet the requirements of the Contract.</p>  | Mandatory |
| 1.2.8  | <p>The Contractor will ensure that all operations carried out at the Depot will not cause a nuisance in any way to the local neighbourhoods in which it is located. This includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• noise;</li> <li>• dust;</li> <li>• foreign object damage on roads;</li> <li>• mud on roads; and</li> <li>• light pollution</li> </ul>  | Mandatory |
| 1.2.9  | <p>The Contractor will ensure that all waste arising from the Depot is dealt with in accordance with the Contractor's waste management plans accepted by the Project Manager in strict accordance with <b>Schedule 25 (Environment) Resource &amp; Waste Management Plan (WRMP) and the Site Waste Management Plan (SWMP)</b>.</p>   | Mandatory |
| 1.2.10 | <p>All fuels and lubricants must be stored in accordance with The Control of Pollution (Oil Storage) (England) Regulations 2001.</p>   | Mandatory |



|        |  |           |
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| 1.2.11 | The Contractor will ensure that the stock levels of Equipment are enough at all times as to meet the Service Levels and the Availability Requirements of the Contract, as well as attendance at Directions issued by the Authority.  | Mandatory |
| 1.2.12 | <p>The Contractor will set up a Despatch Centre with the facilities required to deliver the Services. All costs associated with the provision of such facilities will be borne by the Contractor. Facilities will include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• sufficient secure office space to accommodate the Contractor Personnel in order to carry out the Services in accordance with the Contract;</li> <li>• communication facilities including telephone and internet connectivity;</li> <li>• suitable workstations which facilitate internet connectivity with secure and uninterrupted access to the Systems with appropriate hardware and software, including any Authority Furnished Assets provided for Despatch Centre use, and have e-mailing, printing, large format plotting, scanning and copying facilities; and</li> <li>• appropriate secure storage for all documentation and Site records.</li> </ul> | Mandatory |
| 1.2.13 | The Contractor's facilities and its storage of plant, equipment, vehicles, Equipment, and materials including documentation and Site records, will comply with the requirements of the Contract, including but not limited to <b>Schedule 15, 23 and 25.</b>   | Mandatory |

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| 1.2.14 | <p>Subject to the Contractor's Depot being within reach of available capacity on the Authority's Communications Provider's MPLS network and without unreasonable cost as determined by the Project Manager, the Authority will provide:</p> <ul style="list-style-type: none"> <li>(1) Equipment for a single Standard Operator Interface (OIF) as detailed in Annex G14: Authority Furnished Assets List; and</li> <li>(2) an ethernet point-of-presence at the Contractor's Depot</li> </ul> <p>The ethernet point-of-presence will:</p> <ul style="list-style-type: none"> <li>(a) provide access to the Authority's CCTV network</li> <li>(b) be in the form of a suitable Next Generation Access ("NGA") communications service with sufficient bandwidth to support one Standard Operator Interface,</li> </ul> | Mandatory |
| 1.2.15 | <p>Where the Contractor intends to move from the location where the NGA service has been installed, the Contractor will be responsible for the full cost of any replacement NGA service and must provide the Authority with a minimum of 3 (three) months' notice prior to moving to an alternative location.</p>   | Mandatory |
| 1.2.16 | <p>On completion of the Contract, the OIF and equipment associated with the NGA service must be returned to the Authority in a useable condition.</p>   | Mandatory |

### 1.3. Contractors Vehicles

This section covers the requirements for the Contractors vehicle fleet that will be used to deliver the Services. Additional requirements regarding the use of Category N3 HGVs are contained within **Annex G4**.

|       |  |           |
|-------|--|-----------|
| 1.3.1 | <p>The Contractor shall identify, assess and utilise transport opportunities that will reduce vehicle mileage and associated carbon / air quality emissions. These may include, but shall be not limited to, delivery by rail, river, E-cargo bike etc. or the consolidation of loads.</p> <p>To minimise air quality impacts the Contractor shall deliver the Works using zero emission vehicles wherever feasible.</p> <p>The Contractor is free to adopt a technology neutral approach (i.e. the Contractor is free to choose which vehicle propulsion/fuel/energy source is used) to meet the emissions requirements contained herein.</p> <p>In transitioning to the use of zero emission vehicles to deliver the Works the Contractor shall, as far as practicable, meet or better the following:</p> <p>a) From Contract Commencement, all M1 category cars and N1 category commercial vehicles not exceeding 3,500 kg maximum authorised mass shall be zero-emission,</p> <p>b) From 2025, all N2 and N3 category commercial vehicles exceeding 3,500 kg maximum authorised mass shall be fossil fuel free.</p> <p>If the Contractor can satisfactorily demonstrate to the Client that they are unable to secure the use of vehicles that meet the requirements stipulated above, the Contractor may, with the Client's written approval, use vehicles which meet the following hierarchy of requirements until such time as the Contractor is able to secure the use of vehicles which meet the more stringent requirements:</p> <ol style="list-style-type: none"><li>1. Zero emission capable vehicles (ideally meeting or exceeding the performance requirements for eligibility for a plug-in grant from the Department of Transport (see: <a href="https://www.gov.uk/plug-in-car-van-grants">https://www.gov.uk/plug-in-car-van-grants</a>).</li><li>2. Vehicles meeting the following emissions standards<ol style="list-style-type: none"><li>i. M1 category cars - Euro 6 emission standard;</li><li>ii. N1 Class I, II &amp; III vans - Euro 6 emission standard;</li></ol></li></ol> | Mandatory |
|-------|--|-----------|



|       |  |           |
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|       | <p>N2 and N3 category vehicles exceeding 3,500 kg maximum authorised mass - Euro VI emission standard.</p> <p>The Contractor shall endeavour to achieve annual improvements in the percentage of zero emission vehicles used to deliver the Works.</p>   |           |
| 1.3.2 | <p>The Contractor will set out the procedures and responsibilities for managing their vehicle fleet within their Environmental Management Plan (EMP), in accordance with the requirements of <b>Schedule 25</b>. In addition, to achieve continual improvement in relation to fleet vehicle emissions, the Contractor will propose improvement actions within their annual Environmental Action Plan (EAP) and agree these with the Project Manager. Once agreed, the Contractor will implement the improvement actions and keep the Authority apprised of progress.</p> | Mandatory |
| 1.3.3 | <p>The Contractor will ensure that all vehicles and Non-Road Mobile Machinery (NRMM) are switched off when not in use.</p>   | Mandatory |
| 1.3.4 | <p>The Contractor and all Sub-Contractors will at all times throughout the Term ensure that NRMM used to provide the Services comply with the progressively tightening emission requirements of the Greater London Authority's (GLA's) NRMM Low Emission Zone, as set out in the Mayor's London Environment Strategy. Further information may be found in guidance published by the GLA. Any changes to the requirements of the NRMM Low Emission Zone will not constitute a change to the Contract under the Change Control Procedure.</p>                              | Mandatory |
| 1.3.5 | <p>The Contractor will demonstrate compliance with the NRMM Low Emission Zone by using the GLA's NRMM register to log all applicable NRMM used to provide the Service.</p>   | Mandatory |
| 1.3.6 | <p>The Contractor will apply to the GLA for an exemption to the NRMM Low Emission Zone for any NRMM that does not meet the Statements of Requirements because the machinery is not available, or it is not feasible to meet the Statements of Requirements.</p>  | Mandatory |
| 1.3.7 | <p>Where the Contractor operates delivery and servicing vehicles to provide the Services, it shall within 90 (ninety) days of the Contract Commencement Date:</p>  | Mandatory |

|        |   |           |
|--------|---|-----------|
|        | <p>(unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the “<b>Alternative Scheme</b>”); and</p> <p>unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit 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 Service Provider has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.</p> |           |
| 1.3.8  | <p>Within 90 days of the Contract Commencement Date the Contractor will ensure that every HGV, which it uses to deliver the Service, is fitted with safety features consistent with the FORS Silver Accreditation</p>   | Mandatory |
| 1.3.9  | <p>Where the Contractor operates delivery and servicing vehicles to deliver the Services the Contractor will ensure that each of its Drivers attend the Approved Progressive Driver Training defined as training consistent with the FORS Silver Standard</p>   | Mandatory |
| 1.3.10 | <p>Where the Contractor operates delivery and servicing vehicles to deliver the Services, the Contractor within 15 (fifteen) days of the Works Commencement Date provide to the Authority a Collision Report. The Contractor shall provide to the Authority an updated Collision Report within 5 (five) Business Days of a written request from the Authority at any time.</p>  | Mandatory |
| 1.3.11 | <p>Where the Contractor operates delivery and servicing vehicles to deliver the Services, within 90 (ninety) days of the Works Commencement Date, the Contractor will provide a written report to the Authority detailing its compliance with <b>paragraphs 1.3.7, 1.3.8, 1.3.9, 1.3.10, 1.3.11 and 1.3.12 of Part 1 of Schedule 3</b> (the “<b>WRRR Self-Certification Report</b>”). The Contractor will provide updates of the WRRR Self-Certification Report to the Authority on each 6 (six) month anniversary of its submission of the initial WRRR Self-Certification Report.</p>   | Mandatory |

|        |  |                      |
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| 1.3.12 | The Contractor will ensure that its Sub-Contractors who operate Category N2 HGVs, Category N3 HGVs, vans and/or car-derived vans to deliver the Services comply with the provisions of <b>section 1.3 of Part 1 of Schedule 3</b> . The Contractor will provide a registered vehicle list within 15 (fifteen) days of the Works Commencement Date and submits updates on each 6 (six) month anniversary of its submission.   | Mandatory            |
| 1.3.13 | If the Contractor fails to comply with <b>paragraphs 1.3.7, 1.3.8, 1.3.9, 1.3.10, 1.3.11, 1.3.12, and 1.3.13 of Part 1 of Schedule 3</b> the Authority may refuse the Contractor, its employees, agents and delivery and servicing vehicles entry onto any property that is owned, occupied or managed by the Authority or any Third Party for any purpose (including but not limited to deliveries).  | Mandatory            |
| 1.3.14 | Where Category N3 HGVs are used to deliver the Services, they must meet the Statements of Requirements for Direct Vision Standard as set out in <b>Annex G4 of Schedule 3</b> .  | Mandatory            |
| 1.3.15 | The Authority may exercise discretion in instructing the Contractor on the routes to be used by the Contractor and Sub-Contractors when travelling to and from a Site. In some circumstances, the Authority may place restrictions on the allowable routes. This may include projects or tasks where the movement of Equipment or material is significant, or where a school, town centre or other sensitive area is to be avoided or avoided at sensitive times.  | For Information Only |
| 1.3.16 | The Contractor will minimise the impacts of construction traffic on the public highways and access routes by: <ol style="list-style-type: none"> <li>1) consolidating loads to reduce the number of deliveries;</li> <li>2) planning delivery routes and times to avoid sensitive sites or activities (such as schools at the start or end of the school day);</li> <li>3) implementing measures to prevent the deposition of mud on roads (such as: the provision of hardstandings and wheel cleaning facilities at access points, the sheeting of lorries, or the use of mechanical road sweepers); and</li> <li>4) avoiding, wherever practicable, the stacking of vehicles on public highways</li> </ol> | Mandatory            |
| 1.3.17 | So far as is practicable, all vehicles used by the Contractor and Sub-Contractors to deliver the Service will be equipped with a suitable communication System which allows the  | Mandatory            |



|        |   |           |
|--------|---|-----------|
|        | Contractor and Sub-Contractor to effectively and proficiently carry out the Works   |           |
| 1.3.18 | So far as is practicable, all vehicles used by the Contractor and Sub-Contractors to deliver the Services will be fitted with GPS tracking devices. Each GPS tracking device will transmit data in real time to a web-based reporting system operated by the Contractor which maps and records the location of each vehicle in the fleet which the Project Manager will be given unrestricted access.   | Mandatory |
| 1.3.19 | The web-based reporting system will be capable of reporting the passage of the Contractor's vehicles at any location, together with details of the vehicle. Access to the web-based reporting System is to be made available to the Authority.  | Mandatory |
| 1.3.20 | Following the 12 month anniversary of the Service Commencement Date, but no later than 24 months following the Service Commencement Date the Contractor will demonstrate by providing evidence to the Authority that the requirements of this Schedule have been met, with 100% of the fleet (cars and vans) being zero emissions in operation.   | Mandatory |
| 1.3.21 | Within 90 (ninety) days of the Contract Commencement Date the Contractor will agree their proposed scope and methodology for undertaking a carbon baseline (or 'carbon footprint') of the carbon emissions associated with the delivery of the Services. Once agreed, the Contractor will determine the carbon baseline in accordance with the scope and methodology and submit a carbon baseline report for the Authority's acceptance. This report will be submitted in writing on or before 31 March following the Contract Commencement Date. | Mandatory |
| 1.3.22 | The Contractor will submit to the Project Manager a Carbon Baseline Report by 1 March of the following year detailing the key elements of the Services that contribute to the carbon baseline, and the targets and improvement actions that will be implemented the following year to reduce carbon emissions. Once accepted the actions will be carried forward into the annual Environmental Action Plan.   | Mandatory |
| 1.3.23 | The Contractor will reduce the carbon emissions associated with the delivery of the Services each Contract Year. The percentage reduction in carbon each Contract Year will be proposed by the Contractor for acceptance by the Project Manager. The targeted amount will be science-based and set at a challenging and meaningful percentage that  | Mandatory |

|        |   |           |
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|        | demonstrably shows progress towards achieving any of the Environmental Objectives.  |           |
| 1.3.24 | The Contractor will ensure that all vehicles not exceeding 3.500kg used to provide the Services display the 'Works for London' livery, with requirements as set out in Annex G13 Works for London Livery Design Pack. | Mandatory |

#### 1.4. Contractor Personnel

This section covers those Statements of Requirements relating to the Contractor Personnel.

|       |   |           |
|-------|---|-----------|
| 1.4.1 | The Contractor will ensure that all Contractor Personnel, including Sub-Contractors, engaged to undertake any activities in order to deliver the Services are suitably qualified and competent to carry out those activities at all times throughout the Term.  | Mandatory |
| 1.4.2 | All Contractor Personnel and Sub-Contractors undertaking Works will be suitably qualified and assessed by the Contractor as competent to carry out the activities assigned to them.   | Mandatory |
| 1.4.3 | The Contractor will ensure that all Contractor Personnel entrusted to undertake Controller Configuration are suitably qualified and are assessed against all specialist modules including units 5, 6, 7 & 8 of the Level 3 NVQ Diploma in Servicing and Commissioning Highway Electrical Systems.   | Mandatory |
| 1.4.4 | <p>The Contractor will ensure all that all of the Contractor Personnel completing <b>Foundation Design</b>, Testing and inspection have the appropriate level of knowledge and experience and in any case have the following qualifications as a minimum:</p> <ul style="list-style-type: none"><li>• Electrical Design - IET Regulations 18th Edition course 2382-182 and City and Guilds 2396; and</li><li>• Electrical Inspection and Testing – IET Regulations 18th Edition course 2382-182 and IEE Regulations 18th Edition course 2392-10 Fundamental Inspection and Testing.</li></ul> | Mandatory |
| 1.4.5 | The Contractor will ensure that all Contractor Personnel that participate in Commissioning have the necessary qualification and experience.   | Mandatory |
| 1.4.6 | The Contractor will ensure that all Contractor Personnel that complete Foundation Designs / structural designs have the necessary qualification and experience required to perform such tasks.  | Mandatory |
| 1.4.7 | The Authority may request evidence of competence of the Contractor Personnel, including Sub-Contractors, and if there is non-compliance the Authority may reject such Contractors and Sub-Contractors personnel from undertaking the Works.   | Mandatory |



|       |   |           |
|-------|---|-----------|
| 1.4.8 | The Contractor will identify in all plans produced and submitted to the Authority pursuant to this Contract, all Key Personnel (in accordance with <b>paragraph 1.18.4</b> ) of this Schedule) required in the execution of such plans by the Contractor. | Mandatory |
|-------|---|-----------|

| 1.5. Authority Systems |  |                      |
|------------------------|--|----------------------|
| 1.5.1                  | The Authority's primary tool for managing and monitoring the Contractor's performance of the Services under this Contract is the System(s) as set out in <b>Schedule 26</b> (System).  | For Information Only |
| 1.5.2                  | The Contractor will ensure that it has suitable access to and trained staff in place for all relevant Systems in order to deliver Services throughout the Term.  | Mandatory            |
| 1.5.3                  | The Contractor will ensure that as a minimum its Dispatch Centre operatives have access to the System for fault management at all times in order to manage notifications to and from the Authority as per <b>paragraph 1.4.5</b>   | Mandatory            |
| 1.5.4                  | The Contractor will provide information to the Authority via the Systems(s) as required to deliver the Services.   | For Information Only |
| 1.5.5                  | <p>The System for managing and monitoring the Supported Equipment and Works will be used for the following purposes:</p> <ol style="list-style-type: none"> <li>1) Management of all notifications (including instructions) both to and from the Contractor and Third Parties, including <ol style="list-style-type: none"> <li>a) Notification of Faults and the progress and completion status for Maintenance;</li> <li>b) Notification by the Contractor to the Authority of a requirement for Emergency Works required to make a Site safe following Third Party Damage; and</li> <li>c) automatic notification to relevant Third Parties of Faults and Services.</li> </ol> </li> <li>2) As an asset database to contain details of all Installed Equipment or Equipment to be Installed under this Contract;</li> <li>3) As an Asset Inventory where the Contractor will provide updates on asset information following activities including but not limited to: <ol style="list-style-type: none"> <li>a) the repair of Faults</li> <li>b) Preventative Maintenance,</li> <li>c) completion of periodic Maintenance,</li> <li>d) the completion of Work Orders,</li> </ol> </li> </ol> | Mandatory            |

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|  | <ul style="list-style-type: none"> <li>e) the completion of Work Instructions, and</li> <li>f) the completion of Directions.</li> </ul> <p>4) The Contractor will provide any updates relating to asset information to the Authority for the System(s) as required in the Contract. This will include, but is not limited to:</p> <ul style="list-style-type: none"> <li>a) Factory Acceptance Test certificates</li> <li>b) photographs relating to Faults or Site Equipment;</li> <li>c) Site Layout Drawings;</li> <li>d) Timing Sheets;</li> <li>e) Take-Over Certificates;</li> <li>f) Controller Specifications;</li> <li>g) Fault logs (including Fault details, delays in repair, engineer attendance times and all rectification activities);</li> <li>h) Periodic Inspection schedules, attendance activities and records;</li> <li>i) Electrical Inspection schedules, attendance activities and records;</li> <li>j) Contract details, such as payment information for Maintenance and Service Level Indicator Reporting for Maintenance and Capital Works; and</li> <li>k) details of Planned Events.</li> </ul> <p>5) generation of reports for performance management as set out in <b>Schedule 4</b> and <b>Schedule 8</b> in addition to reports for the purpose of the Contractors delivery of the Services, daily or periodic Fault logs and all reports relating to Availability;</p> <p>6) generation of reports of Fault rates, number of Faults and number of Clears across Equipment during a specified interval;</p> <p>7) generation of reports for Fault trend analysis, whole life cycle management, and obsolescence reports; and</p> <p>8) to manage Works Orders from instruction to Completion as set out in <b>section 4.2 of part 4 of Schedule 3</b>.</p> <p>This is a non-exhaustive list and the Authority has access to other functionality which it may use from time to time in the pursuit of the Contract Management of the Services.</p> |  |
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| 1.5.6 | <p>The System for monitoring and managing Capital Works will be used for the following purposes:</p> <ul style="list-style-type: none"> <li>• to manage Works Instructions and notifications both to and from the Contractor;</li> <li>• to manage all Documentation for each Build Brief as set out in <b>paragraph 2.1.4</b> in <b>part 2 of Schedule 3</b>;</li> <li>• to manage the Contractors response to Build Brief forming the basis of any subsequent Works Order / Instruction;</li> <li>• issuance of Works Order / Instruction;</li> <li>• to manage early warning notices and compensation events for individual Work Instructions;</li> <li>• the Contractor to apply for approval of payment by the Authority and to access payment information; and</li> <li>• to generate performance reports related to KPIs as set out in <b>Schedule 4</b> and other performance reports.</li> </ul> <p>This is a non-exhaustive list and the Authority has access to other functionality.</p> | For Information Only |
| 1.5.7 | <p>The System for document control will be used for management of Documentation and communications to and from the Contractor for changes to Contract Information including but not limited to:</p> <ul style="list-style-type: none"> <li>• Authority TfL Policies;</li> <li>• Early warning notices and compensation events relating to the Works;</li> <li>• Design Standards;</li> <li>• Health and Safety Plan;</li> <li>• Environmental Plan;</li> <li>• SLTN Plan;</li> <li>• Authority's Approved Equipment List (and documents for approval of additions set out in Part 3 of this Schedule);</li> <li>• Mobilisation Plans (and documents as set out in <b>sections 0 and 0</b>);</li> <li>• Exit Plans;</li> <li>• Business Continuity Plans;</li> <li>• proposed Obsolescence List as set out in Part 3 of this Schedule</li> </ul>   | Mandatory            |

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|  | <ul style="list-style-type: none"> <li>• Recovered Quarantined Goods holdings lists as set out in Part 3 of this Schedule;</li> <li>• Free Issue Equipment holdings lists as set out in Part 3 of this Schedule; and</li> <li>• changes in Contractor or Authority Key Personnel and key Sub-Contractors.</li> </ul> <p>This is a non-exhaustive list and the Authority has access to other functionality and may use the document control System for other purposes as required.</p> |  |
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## 1.6. Mobilisation

This section outlines the Statements of Requirements relating to the activities the Contractor is required to undertake during the Mobilisation Period in order to undertake the Services required by this Contract from the Contract Commencement Date.

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| 1.6.1 | The Contractor will on the Contract Commencement Date have appointed a manager for the Mobilisation Period, who will be competent, suitably qualified and of sufficient seniority coordinate and control of all Mobilisation actions and issues.  | Mandatory |
| 1.6.2 | The Contractor will be responsible for working with the outgoing contractor(s) for the delivery of the Services from the outgoing contractor(s) in a carefully planned and orderly manner so that there is an uninterrupted handover of delivery of the Services to the Authority, Service Recipients and other stakeholders within the timescales stipulated.                                  | Mandatory |
| 1.6.3 | The Mobilisation Period commences at Contract Commencement Date and will end on such date that the Contractor has, in the opinion of the Project Manager, completed all of the Statements of Requirements set out in this Schedule. The Works Commencement Date will be the date on which the Contractor has completed its Mobilisation obligations to the satisfaction of the Project Manager. | Mandatory |
| 1.6.4 | The Contractor acknowledges that for the first 6 (six) months from the Contract Commencement Date, the outgoing contractor(s) will be engaged in the demobilisation and removal of any necessary plant, materials and equipment owned by the outgoing contractor(s) together with any necessary arrangement for relocation of management and staff not subject to transfer to the Contractor.   | Mandatory |
| 1.6.5 | <p>The Contractor will throughout the Mobilisation Period retain suitable staff from the tender bid team to deliver its obligations under this agreement:</p> <p>Staff will be named and agreed with the Project Manager.</p> <p>This is to ensure smooth transition. The appointments and retaining period of such personnel will be subject to approval by the Project Manager.</p>           | Mandatory |
| 1.6.6 | From the Contract Commencement Date, the Contractor will either have access to all necessary Systems provided by the Authority or by the Contractor along with all necessary processes enough to take full responsibility for:  | Mandatory |



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|        | <ul style="list-style-type: none"> <li>• Services;</li> <li>• Contract management;</li> <li>• Design;</li> <li>• stores and logistics;</li> <li>• communications; and</li> <li>• Safety, Health and Environment management</li> </ul> <p>Systems provided by the Authority will be limited to the provisions of <b>Schedule 26</b>.</p>   |                      |
| 1.6.7  | <p>Within the Mobilisation Period the Contractor will develop its systems and processes sufficient to take full responsibility for all the principal aspects of delivery of the Works and Services. This requirement will be Tested by the Authority by undertaking an <b>Operational Readiness Review (ORR)</b>.</p>   | Mandatory            |
| 1.6.8  | <p>The systems and processes referred to in <b>paragraph 1.6.7</b> include but are not limited to:</p> <ul style="list-style-type: none"> <li>• trained staff and operatives to use the Authority's Systems;</li> <li>• suitably developed Quality, Safety, and Environmental Management systems;</li> <li>• suitably developed and functional information technology (IS);</li> <li>• suitably developed and operational Despatch Centre and communication processes;</li> <li>• training plan for incoming staff and resources; and</li> <li>•</li> </ul> | Mandatory            |
| 1.6.9  | <p>The Authority will work with the Contractor to provide assurance that the Mobilisation deliverables are progressing in accordance with the accepted Mobilisation Plan and to ensure the Mobilisation Milestone Payments identified in <b>Schedule 5</b> can be released.</p>   | For Information Only |
| 1.6.10 | <p>The responsibility of the outgoing contractor(s) for providing their service to the Authority will cease on the Works Commencement Date.</p>   | For Information Only |
| 1.6.11 | <p>The Contractor will develop their proposed Mobilisation Plan which will be included as <b>Annex G1 (Mobilisation Plan)</b> of <b>Schedule 3</b> into a detailed and robust Mobilisation Plan within 4 (four) weeks of the Contract Commencement</p>  | Mandatory            |

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|        | Date and provided to the Authority for approval by the Project Manager   |                 |
| 1.6.12 | <p>The plan will be proposed by the Contractor and agreed by the Authority. This will be reviewed as per the project delivery timetable.</p> <p>The Mobilisation Plan will include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Admin pack (consists of elements TBC in clarification)</li> <li>• programme/plan with start and end dates of principal activities leading to the Works Commencement Date;</li> <li>• setting up of stores and logistics and inventory plan for Equipment and Spares;</li> <li>• Dates to secure all necessary permits, consents and licenses are applied for to enable the Contractor to deliver the Services;</li> <li>• Elements that are contributors to the dates in Mobilisation Plan;</li> <li>• resourcing and TUPE plan to select and appoint sufficiently competent staff in time to commence the Works and Services;</li> <li>• suitable communications and signage as agreed with the Project Manager;</li> </ul> <p>Please see Mobilisation Plan Breakdown at the end of this document.</p> | Mandatory       |
| 1.6.13 | A copy of the exit plan for the outgoing contractor(s) will be made available to the Contractor within 10 (ten) days after the Contract Commencement Date.   | For Information |
| 1.6.14 | Any concerns or disputes with the outgoing contractor(s) exit plan will be raised by the Contractor to the Project Manager within 5 (five) days of receipt of the Exit Plan.   | Mandatory       |
| 1.6.15 | The Contractor will produce a plan to undertake a compliance check of the Authority's Asset Inventory for completion by 6 (six) months after Contract Commencement Date or by the Works Commencement Date if less than 6 (six) months.   | Mandatory       |
| 1.6.16 | The Contractor will produce a report detailing any outstanding maintenance for acceptance by the Project Manager having first reported such outstanding maintenance to the outgoing contractor(s).   | Mandatory       |
| 1.6.17 | The Contractor, in consultation with the Project Manager, will identify a prioritised backlog maintenance programme  | Mandatory       |

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|  | within the 4 (four) weeks following Contract Commencement Date for acceptance by the Project Manager. |  |
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This is the summarised and aggregated list of contents of the elements of the mobilisation plan.

| <b>MOBILISATION PLAN Breakdown<br/>1.16.12</b>  | <b>Revised element</b>                  |
|---|---|
| The Mobilisation Plan will include but not be limited to:   |   |
| 1. Contractor's management structure;   | Admin pack                              |
| 2. identities of Contractor's responsible managers;   | Admin pack                              |
| 3. CVs of Key Contractor Personnel;   | Admin pack                              |
| 4. Process for escalation of issues for resolution;   | Admin pack, can reference the contract. |
| 5. Resourcing and TUPE plan to select and appoint sufficiently competent staff in time to commence the Works and Services;                        | Add to plan deliverables                |
| 6. programme/plan with start and end dates of principal activities leading to the Works Commencement Date;  | As-is                                   |
| 7. suitable communications and signage as agreed with the Project Manager;  | Input to dates in the plan              |
| 8. plan for selection, prequalification appointment and mobilisation of suitable supply chain companies that are to be accepted by the Authority; | Admin pack                              |
| 9. setting up of stores and logistics and inventory plan for Equipment and Spares;  | As-is                                   |



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| 10. suitably developed and complete proposed Equipment list and proposed Obsolescence List for Acceptance by the Authority;   | Admin pack                 |
| 11. Setting up secure storage for the Recovered Quarantined Goods and Free Issue Equipment;   | Input to dates in the plan |
| 12. Contractor's workforce plant, materials and equipment (including vehicles) that will be used to deliver the Works and Services;   | Admin pack                 |
| 13. screening and/or security clearance of Contractor Personnel;  | Admin pack                 |
| 14. plan and implementation of all functioning IS and a Despatch Centre to deliver the Services;  | Input to dates in the plan |
| 15. suitably developed management systems for health, safety and environment, quality assurance, security, risk management, supply chain management, fraud prevention, financial management, business continuity and disaster recovery to be agreed with the Project Manager; | Admin pack                 |
| 16. suitably developed business processes, with training workshops as necessary, which the Authority will attend as required, to deliver the Works and Services;  | Input to dates in the plan |
| 17. receipt and assimilation of information from the outgoing contractor(s);  | Input to dates in the plan |
| 18. liaison and coordination with the outgoing contractor(s) including plans to work alongside and any residual duties to be performed by the outgoing contractor(s);   | Input to dates in the plan |
| 19. updated Information Execution Plan based on the Authority's Level of  | Input to dates in the plan |

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| Information Need details for acceptance by the Project Manager;  |                            |
| 20. update any other plans submitted within the Contractors tender for the acceptance of the Project Manager;  | Input to dates in the plan |
| 21. liaison and coordination with all Service Recipients, as necessary;  | Input to dates in the plan |
| 22. liaison and coordination with Third Parties, including but not limited to, ETPs, communication providers, and other Authority contractors and service providers to make transitional arrangements; | Input to dates in the plan |
| 23. setting up reports and meetings required in Schedule 4 and Schedule 8 to manage the Services;  | Admin pack                 |
| 24. updating all draft documents identified by the Contract as requiring finalisation and approval during Mobilisation;  | Admin pack                 |
| 25. ensuring that all necessary permits, consents and licenses are applied for to enable the Contractor to deliver the Services;   | As-is.                     |
| 26. establishing access to the Authority's System(s), including attending training as required;  | Admin pack                 |
| 27. plan for integration with the Authority's System(s) as proposed as part of the Contractor Solution;  | Admin pack                 |
| 28. Innovation Strategic Plan comprised of Approved Projects and Proposed Projects for Years 1, 2 and 3;   | Admin pack                 |
| 29. arrangements for informing the Service Recipients of the new arrangements and staff; and   | Admin pack                 |
| 30. plan for completion of Authority's programme of Services for the annualised year.  | Admin pack                 |

| <b>1.7. Operational Readiness Assurance</b>  |   |                      |
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| This section covers guidelines for the Authority's approach for assuring the operational readiness of the Contractor to achieve the Works Commencement Date or other key milestones during Mobilisation. The process map accompanying this section is in <b>Annex G5</b> . |   |                      |
| 1.7.1  | <b>Operational Readiness Reviews (ORRs)</b> are comprehensive reviews that will be used by the Authority to assure itself of the readiness of the Contractor's processes, contracts, or functions to achieve the Works Commencement Date or other key milestones.   | For Information Only |
| 1.7.2  | The Project Manager can initiate an ORR for any reason, though it is also the responsibility of the Contractor to identify and recommend ORR initiation based upon experience, concerns, or lessons learned from similar activities undertaken for the Authority or Contractor contracts for others.  | For Information Only |
| 1.7.3  | <p>The total scope of an ORR may be divided into modules, managed by the Project Manager and supported by other Authority representatives as required, with team members having expertise in the areas being evaluated.</p> <p>The Project Manager will evaluate the depth and scope of the review, assess the completeness of corrective actions required by the Contractor, and recommend a determination of readiness to the Contractor if required.</p>   | For Information Only |
| <b>Components of the ORR Plan</b>  |   |                      |
| 1.7.4  | <p>The Authority may conduct a <b>Readiness Assessment</b> that is not comprehensive in nature but focuses on a particular area or function.</p> <p>These reviews will be managed and supported like an ORR with the focus on a limited scope approved by the Project Manager.</p> <p>The Readiness Assessment will evaluate a particular area or function, assess the completeness of corrective actions by the Contractor, and recommend a determination of readiness for acceptance by the Project Manager.</p> <p><b>NOTE: Unless noted otherwise, the abbreviation ORR when used in this Schedule is understood to include a Readiness Assessment.</b></p> | For Information Only |



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| 1.7.5  | <b>Integrated Operations Demonstrations (IODs)</b> are a component of the ORR and may be required to be performed by the Contractor to verify the Contractors ability of personnel/supply chain contracts to conduct routine and new/infrequent evolutions to the Service and respond to abnormal conditions and contingencies related to the area being reviewed either during Mobilisation or after the Works Commencement Date.  | For Information Only |
| 1.7.6  | The IODs are provided to the Project Manager for review, acceptance, and inclusion into the ORR Plan by the Contractor. The IODs will include field verification of the ability of personnel to conduct routine and infrequent evolutions and respond to abnormal conditions, along with validation that contracts, procedures, facilities and Equipment perform as expected.   | Mandatory            |
| 1.7.7  | As a wide variety of programs and processes are required to support the Services, the bounds of the field review for IODs are difficult to describe. Specific acceptance criteria for each element of an IOD are developed by the Contractors subject matter experts (SMEs) in the form of checklists.  | Mandatory            |
| 1.7.8  | The Contractor will provide IOD checklist to the Project Manager outlining the specific criteria required to be demonstrated for each IOD performed.  | Mandatory            |
| 1.7.9  | The Contractor will within the Mobilisation Plan detail the full Statements of Requirements for each <b>Capability Readiness Assurance Document (CRAD)</b> to meet the condition precedent for acceptance for each CRAD. This will be subject to Project Manager acceptance who will assign as necessary CRAD reviewers for specific areas of review according to functional area, objectives, and/or criteria.   | Mandatory            |
| 1.7.10 | The CRAD includes sections that specify and that may be subject to an ORR or Readiness Assessment, the criteria and condition precedent for completion of each CRAD Milestone, which will be accepted by the Project Manager. It will also include a description of the means utilised in the evaluation of the criteria including any tests, approaches, records to be reviewed, equipment walk-downs, interviews, field performances observed, or other appropriate activity. | Mandatory            |
| 1.7.11 | A conclusion section will be included in the final report for each CRAD, which is used to discuss whether the   | Mandatory            |

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|   | criteria have been met. The conclusion section also includes the basis, supporting statement, and any recommended findings. A typical CRAD form is shown as <b>Annex G6 Capability Readiness Assurance Document Template</b> as a guide. Each CRAD submitted by the Contractor should contain the level of detail and areas covered in <b>Annex G6</b> .   |                      |
| 1.7.12  | Lessons learned from ORR's are used as tools by the Authority and the Contractor for continuous improvement and will be applied to future reviews/assessments. This chapter will be reviewed periodically and revised when necessary to allow timely incorporation of ORR Process lessons learned identified during ORRs.  | For Information Only |
| <b>Responsibilities in the Operational Readiness Review process</b> |  |                      |
| 1.7.13  | <p>The following are the roles and responsibilities in the ORR process:</p> <ol style="list-style-type: none"> <li>1) <b>Mobilisation Manager</b> is responsible for the overall activities by the Authority and ensuring the Contractor performs as planned including: <ol style="list-style-type: none"> <li>a) establishing the need for and initiates the readiness review process;</li> <li>b) assigning other Authority managers as required;</li> <li>c) acceptance of the ORR/Readiness Assessment plans provided by the Contractor that provide the scope, objectives, and criteria to be applied in the conduct of a specific ORR;</li> <li>d) review and accept the recommendation for readiness, including any findings that must be completed as a condition of readiness;</li> <li>e) provide conflict resolution; and</li> <li>f) accepts the ORR final report and issues to the Contractor</li> </ol> </li> <li>2) <b>Project Manager</b> is responsible for the Authority's Mobilisation Manager and must: <ol style="list-style-type: none"> <li>a) review and accept the Mobilisation Manager's recommendation for readiness, including any findings that must be completed by the Contractor as a condition of readiness; and</li> </ol> </li> </ol> | For Information Only |

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|        | <p>b) provide conflict resolution as necessary</p> <p>3) <b>Contractors Responsible Managers</b> are as identified in the Mobilisation Plan and will be responsible for tasks including but not limited to:</p> <p>a) prepare detailed objectives and criteria, as requested by the Mobilisation Manager, for those items identified in the scope of the ORR;</p> <p>b) prepare a response to each assigned affidavit, including discussion and any supporting evidence;</p> <p>c) submit statements to the Mobilisation Manager, discussing responses and recommending findings as appropriate, statements to be signed by a Contractor's Director;</p> <p>d) respond in a timely manner to Mobilisation Manager's requests for information, interviews, and the conduct of evolutions that support the readiness evaluation;</p> <p>e) self-assess their areas to confirm required programs and procedures are implemented deliver the Services;</p> <p>f) confirm that any open findings from previous ORRs have been assessed and will not impact the start of activities being assessed; and</p> <p>g) carry out all corrective actions before resubmitting to the Mobilisation Manager.</p> |                      |
| 1.7.14 | <p>The primary objective for the Contractor of an ORR is to provide the Authority with adequate data and evidence to evaluate and determine that the Contractor is ready to provide the Services. The following general objectives are used as a basis for the evaluation:</p> <ul style="list-style-type: none"> <li>• <b>Management Controls</b> – The basic elements of management controls are established to support Contractors operational activities.</li> <li>• <b>Administrative Processes</b> – Processes are established to support activities that affect safe and reliable operational activities.</li> <li>• <b>Personnel</b> – A program is in place to ensure sufficiently trained, qualified, and appropriately certified staff.</li> </ul>   | For Information Only |



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|  | <ul style="list-style-type: none"> <li>• <b>Supply Chain Management</b> – That the Contractors have effective supply chain management controls to deliver quality supply chain solutions and responsible procurement in line with the Authority's Schedules and Policies.</li> <li>• <b>Safety, Health and Environment</b> – The Contractor has all necessary processes, policies and governance in place to deliver the Authority's aspirations and goals, and the Service requirements.</li> <li>• <b>Equipment, Systems, Facilities, and Estates</b> – Verifications have been performed that ensure equipment, systems, facilities, operability and maintainability.</li> <li>• <b>Asset Verification</b> – The Contractors asset verification programme is completed and agreement on asset condition is completed</li> <li>• <b>Oversight and Support</b> – management processes including risk, planning, contract management, design, quality, people management and security are established and effective.</li> </ul> |           |
| <b>Field Reviews of CRADs and IODs</b> |   |           |
| 1.7.15                                 | The Project Manager will evaluate the completed statements that have been respectively assigned to them by reviewing the Statements of Requirements stated within the Services criteria against the field conditions.   | Mandatory |
| 1.7.16                                 | The Project Manager will document the approach used to conduct the field review on the CRAD sheet. During the field review, data is gathered from various sources in order to make evaluations and judgments on criteria being met.   | Mandatory |
| 1.7.17                                 | The Project Manager will evaluate statements submitted and will perform independent field inspections as appropriate. The depth of the inspections is based on judgments by the reviewer and on any guidance provided from the Project Manager  | Mandatory |
| 1.7.18                                 | Prior to and during the field review, reviewers will coordinate with the appropriate Contractor's manager or designee and the Contractor will provide the needed documents and to ensure personnel are available for interviews. Conclusions and any findings discovered  | Mandatory |

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|                                   | during the field review are then documented on the CRAD using the “ <b>Discussion</b> ” and “ <b>Conclusions</b> ” fields.  |                      |
| 1.7.19                            | The “ <b>Conclusions</b> ” field on the CRAD may be used to document positive attributes as well as opportunities for improvement. The reviewer may also recommend findings and submit observations as appropriate.   | For Information Only |
| 1.7.20                            | Field reviews associated with IODs and their adequacy are expected to occur during a relatively small operational window of Mobilisation and transition. Due to the number of tasks, interfaces, and potential contingencies, additional evaluators or observers may be needed to support the process. These evaluators or observers, if needed, will be selected based upon expertise or experience.   | For Information Only |
| 1.7.21                            | During the field review, it may become necessary to revise the performance objective or acceptance criterion in order to satisfy the intent of the verification. The need to revise a performance objective, condition precedent or acceptance criterion is usually identified as the reviewer's depth of knowledge increases during the field review process. This results in a CRAD that at first review appears adequate but later is determined to lack the necessary specificity. When this occurs, the person identifying the deficiency will present the concern to the Project Manager and the Contractor. With the acceptance of the Project Manager, the original CRAD may be revised or re-issued with the change. | Mandatory            |
| 1.7.22                            | During the conduct of the ORR, the need for conducting interviews with selected Contractor Personnel may arise. In those cases, the Project Manager will identify by job category or Contractor roles, a population of employees to interview. The interviewing Authority representatives will select specific employees within the applicable area to be interviewed. The interview results will be tabulated and included in the ORR report.  | Mandatory            |
| <b>Closures of CRADs and IODs</b> |   |                      |
| 1.7.23                            | The Project Manager maintains responsibility for the overall assessment of performance during IODs. Any recommended IOD finding identified by an assessor or evaluator or observer will be documented on a finding sheet and evaluated by the Project Manager. The Project Manager may dismiss or down grade any  | Mandatory            |

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|        | observation or recommended finding the Project Manager determines not relevant to the performance objectives, condition precedent, and/or acceptance criteria being evaluated.   |           |
| 1.7.24 | The Project Manager may also upgrade any observation or recommended finding the Project Manager determines relevant to the performance objectives and/or acceptance criteria being evaluated by the Project Manager. Justification will be provided in the resolutions section on the recommended finding sheet when the Project Manager dismisses, downgrades, or upgrades a recommended finding.                                     | Mandatory |
| 1.7.25 | After a CRAD has been reviewed, the conclusions are documented on the CRAD form and presented by the reviewer to the Project Manager for acceptance. If findings are recommended, the reviewer will document the findings on a finding sheet.  | Mandatory |
| 1.7.26 | The Project Manager may accept the CRAD or return it to the reviewer for additional information and/or evidence necessary to support the reviewer's conclusions. When accepted, as indicated by the Project Managers signature, the CRAD becomes a component of the readiness review.  | Mandatory |
| 1.7.27 | Recommended CRAD findings will be evaluated by the Project Manager with respect to the performance objectives, condition precedent and acceptance criteria.  | Mandatory |
| 1.7.28 | A recommended finding may be held in suspense by the Project Manager if the correction of the deficiency is in progress or planned to occur prior to the conclusion of the ORR. Recommended findings in suspense will be reviewed and discussed with the Contractor. If the item is closed while in suspense, the resolution will be documented on the original CRAD or the resolution documented to be attached to the original CRAD. | Mandatory |
| 1.7.29 | The Project Manager may dismiss or down grade to observation any recommended finding determined not relevant to the performance objectives and acceptance criteria being evaluated. Justification will be provided when the Project Manager dismisses or downgrades a recommended finding.   | Mandatory |
| 1.7.30 | An ongoing dialogue shall be maintained with the Contractors' management team throughout the ORR   | Mandatory |



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|  | process so that findings may be added or closed in parallel with the review.   |                      |
| <b>Confirmation of Readiness and Readiness Determination</b> |  |                      |
| 1.7.31   | It is recognised that various Authority representatives may have assessed criteria requirements for certain functional areas. These reviews have resulted in statements of acceptance or have identified findings. In support of these findings a written Confirmation of Readiness statement will be obtained from the Authority.   | For Information Only |
| 1.7.32   | The Authority will confirm their area is ready for operations with respect to criteria and condition precedent. In addition, the Project Manager will confirm any open findings identified on the ORR Open Issues List have been assessed and will not impact operations of his area.  | Mandatory            |
| 1.7.33   | <p>During the conduct of the Readiness Determination, the Project Manager reviews information received from various sources:</p> <ul style="list-style-type: none"> <li>• Authority observations during IOD, evolutions, and contingency exercises;</li> <li>• verification of criteria via completed CRADs;</li> <li>• Confirmation of Readiness statements;</li> <li>• Contractor;</li> <li>• external Stakeholders; and</li> <li>• personnel interviews.</li> </ul> | Mandatory            |
| 1.7.34   | When the review of this information has been completed and the Project Manager reaches agreement on any recommended findings discovered during the course of the review, the Project Manager then briefs the applicable Authority and Contractors' management on the results.  | Mandatory            |
| <b>Changes to the ORR Plan</b>                               |  |                      |
| 1.7.35   | During the conduct of an ORR, the need for changes to a specific plan or its attachments may become necessary. Any change identified from a specific ORR plan that requires revision to this plan will be made with the acceptance of the Project Manager.   | Mandatory            |

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| 1.7.36 | At the sole discretion of the Project Manager it is determined there is a need to add a criterion to ensure a more thorough review, add criteria to support an existing performance objective, or add criteria to augment an existing criterion, these additions shall be made by the Contractor. The Contractor will prepare the criteria on statements and present them to the Project Manager, who will review them for acceptance. | Mandatory |
| 1.7.37 | If the criteria are accepted by the Project Manager, the criteria will become part of the specific plan. The statements will be issued to all the appropriate responsible managers.  | Mandatory |
| 1.7.38 | If the sole discretion of the Project Manager determines a criterion is no longer required due to a change in circumstances or because interpretation of the criterion has made it a duplicate to another criterion in this plan, this deletion may be made by the Project Manager.  | Mandatory |
| 1.7.39 | The deletion of the criterion and the justification for its deletion will be documented on the ORR plan.   | Mandatory |

| <b>1.8. Design Process, CDM and BIM</b> |   |                      |
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| 1.8.1                                   | The Authority design process aligns with the TfL Pathway project governance process. The names various project delivery stages including "Option Selection", "Concept Design" and "Detailed Design", and references to these terms in isolation will mean these project stages.   | For Information Only |
| 1.8.2                                   | The Contractor will be appointed as Principal Contractor, Designer and Principal Designer under CDM 2015 for all Maintenance and Capital Works instructed with the Authority as the Client. The Contractor will deliver the Contractor's Detailed Design as set out in this <b>section 0</b> of this Schedule 3.  | Mandatory            |
| 1.8.3                                   | The Authority is the Design Authority for providing assurance that the Contractor's Detailed Design meets the Authority's Statements of Requirements.   | For Information Only |
| 1.8.4                                   | <p>The Authority's Concept Design provided to the Contractor will include, but is not limited to, the production of the following design documents:</p> <ul style="list-style-type: none"> <li>• PRO Drawing</li> <li>• supplementary information to inform the planning, Contractor's Detailed Design, delivery and Commissioning</li> <li>• Designer's Risk Assessment</li> <li>• Design Hazard Register</li> </ul> <p>The Authority will also provide the following during the Contractor's Detailed Design stage, where applicable:</p> <ul style="list-style-type: none"> <li>• Information for the production of a Configuration (e.g. for Traffic Signals a TfL Controller Specification)</li> </ul> | For Information Only |



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| 1.8.5 | <p>The Contractor's Detailed Design will include, but is not limited to, the production of the following items:</p> <ul style="list-style-type: none"> <li>• detailed structural design(s);</li> <li>• Configuration (e.g. for Traffic Signals a Traffic Signal Controller Configuration);</li> <li>• Electrical Design (in line with <b>paragraph 1.8.12</b> of this Schedule);</li> <li>• Risk Assessment;</li> <li>• updated Hazard Register</li> </ul> <p>The Contractor's Detailed Design will account for the use of the site over a period of time in relation to maintenance and replacement of life-expired Equipment and provide for a minimum Site Design Life of 50 years.</p> | Mandatory            |
| 1.8.6 | <p>Documentation that the Contractor's Detailed Design will provide to the Authority will include, but are not limited to, the production of, the following deliverables where relevant:</p> <ul style="list-style-type: none"> <li>• Electrical Design;</li> <li>• Detailed design drawings and/or models;</li> <li>• structural engineering design including Foundation Design;</li> <li>• Configuration (e.g. for Traffic Signal Assets a Traffic Signal Controller Configuration);</li> <li>• Design Hazard Register;</li> <li>• Design Risk Register; and</li> <li>• Other Civil Engineering Designs.</li> </ul>  | Mandatory            |
| 1.8.7 | <p>Prior to the commencement of any:</p> <ul style="list-style-type: none"> <li>• new Installation of; and / or</li> <li>• modification to</li> </ul> <p>on-Site cabling, the Contractor will have completed the Electrical Design.</p>  | Mandatory            |
| 1.8.8 | <p>The Authority reserves the right to assure any or all of the Contractor's Detailed Design.</p>  | For Information Only |

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| 1.8.9  | Contractor's Detailed Design Documentation for the Controller Configuration and the Electrical Design will be completed by the Contractor in the following timescales.   |   | Mandatory |
|        | Scheme Request   | Configuration Documentation Timescale   |           |
|        | Type A   | 10 (Ten) Business Days prior to the target Commissioning date                 |           |
|        | Type B   | 5 (Five) Business Days prior to the target Commissioning date                 |           |
|        | Type C   | 15 (Fifteen) Business Days prior to the target Commissioning date if required |           |
|        | Type D   | 10 (Fifteen) Business Days prior to the target Commissioning date if required |           |
|        | Type E   | 20 (Twenty) Business Days prior to the target Commissioning date if required  |           |
| 1.8.10 | The Contractor will re-submit Controller Configuration documentation 24 (Twenty-Four) hours prior to the target Commissioning date to the Authority if there are any changes to the Controller Configuration after the original Controller Configuration documentation was submitted |   | Mandatory |
| 1.8.11 | The Contractor will complete Electrical Designs in accordance with TES-200 Electrical Standard (Design) for Traffic Control Assets.  |   | Mandatory |

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| 1.8.12 | <p>Design and Technical approvals of the structural design shall be in accordance, as applicable, with:</p> <ul style="list-style-type: none"> <li>• TfL guidance note: SQA 2025: Technical Approval of Highways Structures and Tunnel Schemes;</li> <li>• CG 300: Technical Approval of highway structures (DMRB standard);</li> <li>• CD 354 – Design of minor structures (DMRB Standard);</li> <li>• CD 365 – Portal and cantilever signs/signals gantries. (DMRB standard);</li> <li>• BS EN 1997-1:2004+A1:2013: Eurocode 7: Geotechnical design – Part 1 General rules;</li> <li>• NA+A1:2014 to BS EN 1997-1:2004+A1:2013: UK National Annex to Eurocode 7: Geotechnical design – Part 1 General rules;</li> <li>• BS EN 1997-2:2007 Eurocode 7: Geotechnical design – Part 2 Ground investigation and testing;</li> <li>• NA to BS EN 1997-2:2007: UK National Annex to Eurocode 7: Geotechnical design – Part 2 Ground investigation and testing; and</li> <li>• BS 8004:2015 +A1 2020: Code of practice for foundations Amendment +A1:2020.</li> </ul> | Mandatory            |
| 1.8.13 | The Contractor may request the Authority to accept any structural designs for use as a standardised design if agreed with the Authority, for example in the event of repeated use of a Foundation Design.  | For Information Only |
| 1.8.14 | For all structural designs the Contractor will submit the designs for acceptance as per SQA 2025 via the System with sufficient time given with the complexity of the design for review by the Authority and always at least 25 (twenty-five) Business Days prior to Works Commencement Date.  | Mandatory            |
| 1.8.15 | For production of a Traffic Signal Controller Configuration, the Contractor will configure to the Authority's Traffic Signal Controller Specification Form as defined TES-203 Controller Specification Sample.   | Mandatory            |
| 1.8.16 | For all non-Traffic Signal asset Configuration the Contractor will supply the Configuration as agreed during Mobilisation.   | Mandatory            |
| 1.8.17 | All drawings provided by the Contractor will meet Authority drawing standards as specified in Annex G9 Authority Drawing Standards.  | Mandatory            |



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| 1.8.18 | All Contractor's Detailed Design Documentation and Handover Information defined in <b>section 0</b> provided by the Contractor will meet <b>Annex G8 BIM Exchange Information Statements of Requirements</b> .  | Mandatory |
| 1.8.19 | <p>Within 10 (Ten) Business Days of Contract Commencement Date the Authority will provide details of the Level of Information Need for Contractor's Detailed Design Documentation and Handover Information.</p> <p>Within 20 (Twenty) Business Days of receipt the Contractor will respond by submitting their Information Execution Plan ("IEP") as described in Annex G8 BIM Exchange Information Statements of Requirements of this <b>Schedule 3</b> for Authority review and acceptance.</p> | Mandatory |
| 1.8.20 | <p>When requested by the Authority the Contractor will:</p> <ol style="list-style-type: none"> <li>1) Review their IEP for the Contract subsequent to provision of revised Level of Information Need for Design and Handover Information; and</li> <li>2) Submit an IEP for the Works in scope of a Works Instruction or Works Order where that project requires higher Level of Information Needs for the Contractor's Detailed Design Documentation and Handover Information.</li> </ol>        | Mandatory |

## 1.9. Power

This section outlines how the Contractor will interact with the Distribution Network Operator (DNO) or Independent Connection Provider (ICP) to secure power infrastructure and installation services for Works. The Authority will specify the power requirements in each Works Instruction or Works Order. Power failures resulting in Faults to Supported Equipment will be managed by the Contractor as specified in **Part 4 of Schedule 3**.

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| 1.9.1 | <p>The Contractor will secure power infrastructure and installation services directly from the DNO or ICP in accordance with the relevant Works Instruction or Works Order issued by the Authority and having regard to the necessary lead time for ordering and securing such power infrastructure and installation services. The power infrastructure and installation services will include (but not be limited to):</p> <ul style="list-style-type: none"><li>• providing power connection;</li><li>• new supply;</li><li>• transfer of service;</li><li>• Disconnection and removal;</li><li>• relocations; and</li><li>• power upgrades.</li></ul> <p>For the avoidance of doubt, not all Works Instructions or Works Orders require the Contractor to secure the power infrastructure and installation services.</p> | Mandatory |
| 1.9.2 | <p>The Contractor will ensure that all relevant information is provided to the DNO/ICP in a timely manner and having regard to the necessary lead times to enable the Contractor to secure the ordering of power infrastructure and installation services.</p>  | Mandatory |

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| 1.9.3 | <p>The Contractor will manage and co-ordinate the delivery of orders which need to be placed with the DNO/ICP.</p> <p>Prior to placing the relevant order, the Contractor must promptly obtain the Authority's written approval to any order which exceeds the Authority's agreed unmetered connection prices (as notified to the Contractor via the System by the Authority and as updated from time to time).</p> <p>Subject to receiving confirmation from the Contractor, in accordance with <b>paragraph 1.9.2</b> of this <b>Schedule</b>, that the order has been placed with a DNO the Authority will engage directly with the DNO to make payment for the power infrastructure and installation services provided that the Authority will be entitled to recover from the Contractor, as a debt or by way of set-off or deduction against or from sums otherwise due to the Contractor under the Contract:</p> <ul style="list-style-type: none"> <li>• any abortive charges levied by the DNO on the Authority as a result of any failure of the Contractor to comply with his obligations under the Contract in respect of power infrastructure and installation services; and</li> <li>• any charges levied by the DNO on the Authority as a result of the Contractor failing to place the correct order with the DNO in order to complete the relevant Works in accordance with the relevant Works Instruction or Works Order.</li> </ul> | Mandatory |
| 1.9.4 | The DNO/ICP will apply for Permits as necessary unless otherwise agreed with the Contractor.   | Mandatory |
| 1.9.5 | <p>The Contractor will be responsible for ensuring the electrical Feeder Pillar meets the specification detailed in <b>Part 3</b> of <b>Schedule 3</b> and it is appropriate for the Electrical Design and requirements outlined in the relevant Works Instruction or Works Order, as per document TES 200 found in Appendix E3.</p> <p>The Contractor will be responsible for ensuring the timely provision of electrical Feeder Pillars directly to the DNO/ICP as required. The Contractor will liaise directly with the DNO/ICP to ascertain the DNO/ICP requirements for periodic supply of electrical Feeder Pillars and provide these accordingly.</p>  | Mandatory |
| 1.9.6 | When the Contractor carries out a Disconnection of a Site, the Contractor will submit a Disconnection Certificate to the Authority via the System within 5 (Five) Business Days.   | Mandatory |



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| 1.9.7  | When the electricity supply Disconnection of a Site has occurred, the Contractor will provide the Authority, via the System, with an image in the form of a coloured photograph and Site drawing clearly showing where the supply is Pot-Ended within 5 (Five) Business Days  | Mandatory            |
| 1.9.8  | The Contractor will be responsible for ensuring Permanent Reinstatement around the Feeder Pillar.   | Mandatory            |
| 1.9.9  | The Contractor will notify and submit a proposal for approval to the Authority when Loading Calculations are over 2kW and the DNO/ICP will not provide a connection to the earthing system.   | Mandatory            |
| 1.9.10 | As per the provisions of the Contract, the ICP will be treated as a Sub-Contractor of the Contractor.   | For Information only |
| 1.9.11 | In respect of placing orders for power infrastructure and installation services with the DNO, the Contractor will be deemed to be acting as an agent on behalf of the Authority.  | For Information only |
| 1.9.12 | The power infrastructure and services will be owned by the Authority. Subject to <b>paragraph 1.9.3</b> of this Schedule, the Authority will pay to the DNO its charges for installation and related annual fees.   | For Information only |
| 1.9.13 | All requests made by the Contractor for power infrastructure and installation services should be in line with the OfGem Connection Guaranteed Standards of Performance ("GSoPs") which are agreed between the Authority and DNO (as notified by the Authority to the Contractor via the System and as amended, replaced or supplemented from time to time). All requests made on behalf of the Authority by the Contractor must take into account the lead times and other time scales set out in the GSoPs. The Contractor will not be entitled to retain any compensation paid by the DNO pursuant to the GSoPs; any such compensation will be paid to and retained by the Authority. | Mandatory            |

## 1.10. Communications

This section outlines how the Contractor will interact with the Communication Providers to secure Communication Infrastructure and installation services. The Authority will specify the Communication Infrastructure requirements and the Communication Provider in each Works Instruction or Works Order. Communications failures resulting in Faults to the Supported Equipment will be managed by the Contractor as specified in **Part 4 of Schedule 3**.

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| 1.10.1 | <p>The Contractor will manage the delivery of Communication Infrastructure and installation services by the Communication Provider in accordance with the relevant Works Instruction or Works Order issued by the Authority and having regard to the necessary lead time for ordering and securing such Communication Infrastructure and installation services. The Contractor will deal directly with the Communication Provider, unless otherwise stated in these requirements or otherwise requested by the Authority.</p>  | Mandatory |
| 1.10.2 | <p>The Contractor will manage the delivery of the relevant Communication Infrastructure and installation services from the Communication Provider.</p> <p>The Contractor will provide the Communication Provider, for their acceptance, with:</p> <p>a) a “<b>Communications Design Brief</b>” (or such other form of brief that the Authority may require from time to time) in respect of orders placed with the Communications Provider;</p> <p>b) a ‘TfL Surface - Moves, Additions and Changes (MAC) – Telephony’ (a “<b>MAC Brief</b>”) (or such other form of brief that the Authority may require from time to time) in respect of orders placed with the Communications Provider.</p> <p>The information to be provided as part of the Communications Design Brief or MAC Brief will include (without limitation):</p> <ul style="list-style-type: none"><li>• the Authority's Site reference, Site address and borough;</li><li>• details of the existing communications provision (if applicable);</li><li>• provisioning requirements;</li><li>• termination location (marked up photograph and location plan); and</li></ul> <p>other information required by the Communications Provider (as updated and notified to the Contractor ).</p> | Mandatory |

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| 1.10.3 | <p>The Contractor will submit evidence to the Authority via the System of the delivery and acceptance of the Communications Design Brief or MAC Brief by the Communications Provider.</p>  | Mandatory |
| 1.10.4 | <p>The Contractor will manage and co-ordinate all aspects of the delivery of services which need to be delivered by the Communications Provider.</p> <p>Where the Communications Provider gives notification of anticipated excess construction charges, the Contractor must (prior to agreeing such charges) promptly obtain the Authority's written approval where these costs exceed £2,000.00 (two thousand GBP).</p> <p>The Communications Provider will advise the Contractor when they achieve successful completion of the implementation of the communications circuit such that it can be used for its intended purpose ("<b>Ready for Service Milestone</b>"). Subject to receiving confirmation from the Contractor:</p> <ol style="list-style-type: none"> <li>1) in accordance with requirement 1.9.3 of this Schedule, and</li> <li>2) that the Ready for Service Milestone has been achieved,</li> </ol> <p>the Authority will engage directly with the Communications Provider to make payment for the Communications Infrastructure and installation services, provided that the Authority will be entitled to recover from the Contractor, as a debt or by way of set-off or deduction against or from sums otherwise due to the Contractor under the Contract:</p> <ul style="list-style-type: none"> <li>• any abortive charges levied by the Communications Provider on the Authority as a result of any failure of the Contractor to comply with his obligations under the Contract in respect of Communications Infrastructure and installation services; and</li> <li>• any charges levied by the Communications Provider on the Authority as a result of the Contractor failing to place the correct order with the Communications Provider in order to complete the relevant Works in accordance with the relevant Works Instruction or Works Order.</li> </ul> | Mandatory |
| 1.10.5 | <p>The Contractor will notify the Authority when Communication Infrastructure installation or Disconnection is taking place.</p>   | Mandatory |



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| 1.10.6 | The Contractor will ensure that the Authority is notified of any redundant lines that are to be ceased by the Communications Provider within 5 (five) Business Days of the service becoming redundant.  | Mandatory            |
| 1.10.7 | The Contractor will ensure that all relevant information is provided to the Communications Provider (in a timely manner and in accordance with requirements <b>0, 0 and 06]</b> ) to enable the Contractor to secure the timely ordering of Communications Infrastructure and installation services.  | Mandatory            |
| 1.10.8 | The Communications Provider will apply for Permits as necessary unless otherwise agreed with the Contractor.  | For Information Only |
| 1.10.9 | <p>As per the provisions of the Contract, the Communications Provider will not be a Sub-Contractor of the Contractor as they are appointed by the Authority.</p> <p>However, the Contractor will be responsible for managing all activities of the Communications Provider whilst the Communications Provider undertakes their Works on behalf of the Authority. For the benefit of doubt the Contractor will be the Principal Contractor for all Works undertaken by the Communications Provider unless the Contractor is not instructed to be the Principal Contractor.</p> | For Information Only |

### 1.11. Interface with Surface Transport Infrastructure Contract (STIC) Framework

This section covers those Statements of Requirements for the interface with the STIC Framework.

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| 1.11.1 | The Contractor may be appointed by a STIC contractor to provide and deliver Capital Works on Systems and/or CCTV Systems as a Sub-Contractor to the main contractor, where such works are related to highway improvement contracts. | For Information Only |
| 1.11.2 | The Contractor will be responsible for Maintenance of Supported Equipment at Site(s) undergoing modifications by a STIC contractor.   | Mandatory            |
| 1.11.3 | When appointed as Sub-Contractor for STIC capital works the Contractor will update the System as set out in <b>paragraph 1.5.5</b> , and upon completion of the works as set out in <b>section 1.12 of Part 1 of Schedule 3</b> .   | Mandatory            |
| 1.11.4 | Where appointed as Sub-Contractor, the Contractor shall carry out installations to meet the Statements of Requirements of this Contract.  | Mandatory            |
| 1.11.5 | All Equipment installed by the Contractor when undertaking STIC works must be approved for use by the Authority and meet the Statements of Requirements prior to its installation of <b>Part 3 of Schedule 3</b> .                  | Mandatory            |
| 1.11.6 | Meetings as set out in <b>Schedule 8</b> will be attended by the Contractor where interface with the STIC contractors, performance and collaboration will be discussed and issues escalated for resolution.                         | Mandatory            |

### 1.12. Handover into Maintenance

This section outlines the type of information the Authority expects to receive from the Contractor as part of the handover process for Installed Equipment into Maintenance.

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|--------|---|----------------------|
| 1.12.1 | Any changes to the Installed Equipment of a Site as a result of Works, Ordered Maintenance, Capital Works or STIC, carried out by the Contractor or an authorised contractor, will be handed into Maintenance through the Commissioning process.  | Mandatory            |
| 1.12.2 | The Commissioning is to be carried out by the Contractor. Commissioning is made up of:<br>1) a Local Acceptance Test (LAT),<br>and where required<br>2) a System Acceptance Test (SAT),<br>and will be attended by a representative of the Authority if deemed required by the Authority.   | For Information Only |
| 1.12.3 | The Contractor is responsible for providing the Handover Information required for Commissioning and handover of Equipment as set out in <b>Annex G12 (Commissioning and Handover Documentation)</b> to this Schedule.   | Mandatory            |
| 1.12.4 | The Contractor will provide a draft updated Site Equipment schedule to reflect the existing Supported Equipment and new Installed Equipment at the Site that will be subject to Commissioning via the System prior to requesting the draft Site documentation set out in <b>paragraph 1.12.5</b> of this Schedule.                                  | Mandatory            |
| 1.12.5 | The Contractor will request the Authority to create the draft Timing Sheet (if applicable) and Take-Over Certificate on the System at least 3 (three) Business Days ahead of the target Commissioning date.   | Mandatory            |
| 1.12.6 | The Contractor will submit via the System all required Documents as per Annex G12, except the As-Built Drawing(s) and Site Layout Drawing within 2 (two) Business Days following Commissioning.<br><br>For the avoidance of doubt, paragraph 1.8.9 is still applicable as the documents contained within this paragraph are prior to Commissioning. | Mandatory            |



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| 1.12.7                                  | The Contractor will submit the As Built and Site Layout Drawings prepared as per <b>Annex G9</b> within 10 (ten) Business Days following Commissioning.  | Mandatory            |
| 1.12.8                                  | Should the Authority become aware of any inaccuracy in the Handover Documentation, including but not limited to Site Layout Drawings, the Contractor shall correct and resubmit to the Authority at the Contractors own expense.   | Mandatory            |
| 1.12.9                                  | All document submissions and procedures will be followed by the Contractor in accordance with the Contract.  | Mandatory            |
| <b>1.13. Asset Condition Inspection</b> |  |                      |
| 1.13.1                                  | In accordance with the Statements of Requirements, the Contractor will assess the condition of the assets within the Lot.  | For Information Only |
| 1.13.2                                  | Each Supported Equipment line item of each Site is to be assessed by the Contractor for its condition in accordance with <b>Annex G11 Condition Assessment Guidelines</b> and will consist of a detailed visual inspection of each item of Supported Equipment at a Site resulting in a condition score.   | Mandatory            |
| 1.13.3                                  | Supported Equipment will be given a condition score by the Contractor which will include as appropriate to each Site: <ul style="list-style-type: none"> <li>• Control equipment including cabling and terminations;</li> <li>• Auxiliary monitoring and control units (iBus, OTUs etc);</li> <li>• Roadside cabinets (control cabinets, PJJ, ESP etc);</li> <li>• Poles including mast arms;</li> <li>• Traffic and pedestrian signal heads inclusive of mountings/brackets;</li> <li>• Push buttons and sub-components (tactile cones, audible units, panels);</li> <li>• VMS and matrix signs; and</li> <li>• Detection (MVD, IRD, inductive loop systems, magnetometer systems, and video detection).</li> </ul> | Mandatory            |
| 1.13.4                                  | The condition scoring is to follow the assessment scoring system set out in <b>Annex G11 Condition Assessment Guidelines</b>   | Mandatory            |
| 1.13.5                                  | When each Site condition assessment is completed the Contractor will ensure the appropriate information,   | Mandatory            |

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|         | including but not limited to, scoring information, is captured in the System within 2 (two) days of completion of such Site Condition Assessment.  |                      |
| 1.13.6  | Defects identified by the Contractor during the course of a condition assessment will be managed as per a Periodic Inspection as set out in <b>part 4 of Schedule 3</b> .  | Mandatory            |
| 1.13.7  | Condition Assessment frequency will be set by the Authority using a risk-based approach, and numbers of Sites to be assessed will vary from year to year accordingly.  | For Information Only |
| 1.13.8  | Condition Assessments in Year 1 of the Contract will be undertaken by the Contractor on the 25% of Sites with lowest overall condition scores as recorded on the System at Contract Commencement. This 25% is indicative, may not apply equally to all Lots, and final programme is at the Authority's sole discretion.  | For Information Only |
| 1.13.9  | The Authority will issue the Contractor with the Sites and draft schedule for Year 1 within 8 (eight) weeks of the Contract Commencement Date and finalise the schedule no later than 6 (six) weeks prior to the Works Commencement Date.  | Mandatory            |
| 1.13.10 | Indicative frequencies of Condition Assessment based on installation date of Site or Controller are: <ul style="list-style-type: none"> <li>• Condition Assessment scores recorded at Handover from Capital Works;</li> <li>• &lt; 5 years since installation – no assessment required;</li> <li>• Inspection at 5 years;</li> <li>• Inspection at 9 years;</li> <li>• Inspection at 13 years; and</li> <li>• Inspection at 17 years then at 2 year intervals</li> </ul> | For Information Only |
| 1.13.11 | The Authority will maintain the schedule of all items identified in the Asset Inventory for Condition Inspections and will make such schedules available to the Contractor through the System.   | For Information Only |
| 1.13.13 | The Contractor will update the System with asset condition scores and all other asset inventory updates required by <b>Annex G11</b> within 1 (one) week of undertaking such inspection, or to meet the Statement of Requirements for each updated document as necessary.  | Mandatory            |

#### 1.14. Business Continuity

This section covers those Statements of Requirements which will apply to ensure continuity of the Services in the event of a Disaster which prevents the delivery of a normal service.

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| 1.14.1 | The Contractor will prepare and submit a Business Continuity Plan in accordance with <b>Schedule 13</b> for the Authority's approval and then implement and maintain the Business Continuity Plan and provide business continuity in accordance with <b>Schedule 13</b> and <b>Clause 38</b> of this Contract. | Mandatory |
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### 1.15. Cost Management, Cost Forecasting, & Cash Flow Forecasting

This section covers those Statements of Requirements which will apply to ensure efficient cost management by the Contractor. This section is included to ensure that the Contractor is managing its costs and cash effectively and reporting any concerns or issues to the Authority.

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| 1.15.1 | <p>The Contractor will be responsible for undertaking a cost management function and developing procedures to accurately forecast and measure Charges for all Works. Such procedures will enable:</p> <ol style="list-style-type: none"><li>1) variance analysis to be undertaken and the Contractor will report on any variance from the previous to the current reporting period;</li><li>2) the appropriate management action to reduce and/or mitigate any impact on the total of the Charges; and</li><li>3) the Contractor to optimise the positive effect of an opportunity a change may create.</li></ol> | Mandatory |
| 1.15.2 | <p>The Contractor will use the Authority's System to log compensation events.</p>   | Mandatory |
| 1.15.3 | <p>The Contractor will report against appropriate work breakdown structures (WBS), provided by the Authority, and (if required by the Authority) cost breakdown structures (CBS), identify the price of the work done to date (PWDD) and ensure an accurate forecast is provided every 4 (four) weeks in line with the Authority's periodic calendar.</p>   | Mandatory |
| 1.15.4 | <p>The Contractor will establish an internal cost capture system that will capture and code costs in accordance with the WBS and (if required by the Authority) CBS and will include the allocation of separate cost codes for Defined Cost or other rates and lump sums used to assess any changes to the Prices for Instructed Capital Works.</p>   | Mandatory |

## 1.16. Procurement Planning

This section covers those Statements of Requirements which will apply to ensure efficient supply chain management and procurement by the Contractor.

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| 1.16.1 | <p>The procurement section of the Accepted Programme for the Contract and each of the Services undertaken, hereinafter referred to as the 'procurement section', will be updated and issued to the Authority annually for review. Typical information would include:</p> <ol style="list-style-type: none"><li>1) production of tender documents;</li><li>2) issue invitation to tender (ITT/ITN);</li><li>3) tenders received;</li><li>4) contract award;</li><li>5) Sub-Contractor design complete;</li><li>6) start manufacture;</li><li>7) factory test;</li><li>8) first shipment;</li><li>9) off Site assembly;</li><li>10) off Site manufacturing;</li><li>11) Site delivery; and</li><li>12) final shipment.</li></ol> | Mandatory |
| 1.16.2 | <p>The procurement section will clearly identify any milestone interfaces with the relevant activities.</p>  | Mandatory |
| 1.16.3 | <p>The Contractor will show on the first programme submitted to the Authority for acceptance all materials, Equipment, Sub-Contracts or frameworks and suppliers that will be issued for tender within the six-month period from the Contract Commencement Date.</p>   | Mandatory |
| 1.16.4 | <p>The Contractor will also submit with its first, and subsequent programmes submitted for acceptance, a list of all proposed materials, Equipment, Sub-Contracts or frameworks and suppliers that will be issued for tender for this Contract along with the proposed date for commencing each activity.</p>  | Mandatory |

|        |   |           |
|--------|---|-----------|
| 1.16.5 | <p>The Contractor will complete the development of the procurement section for each materials, Equipment, Sub-Contracts or frameworks and suppliers and submit to the Project Manager for acceptance on the earliest of:</p> <ol style="list-style-type: none"> <li>1) At least one month prior to the first activity for that Subcontractor or Supplier or on the first programme submitted for acceptance if the first activity commences within three months of the Contract Start Date, or</li> <li>2) Not later than two months after the Contract Start Date or Works Instruction / Order date for a specific instruction.</li> </ol> | Mandatory |
|--------|---|-----------|



### **1.17. Procurement of Materials, Equipment, Sub-Contracts, or Frameworks and Suppliers**

This section covers those Statements of Requirements which will apply to ensure efficient procurement of materials, Equipment, Sub-Contracts or frameworks and suppliers by the Contractor.

|        |   |           |
|--------|---|-----------|
| 1.17.1 | <p>The Contractor will submit detailed procurement procedures to the Project Manager for acceptance no later than 4 (four) weeks after the Contract Commencement Date. The procurement procedures will define the Contractor's processes relating to the procurement of materials, Equipment, Sub-Contracts or frameworks and suppliers including the acceptance by the Project Manager of Sub-Contractors and suppliers such as but not limited to the following activities and tasks:</p> <ol style="list-style-type: none"><li>1) Civil Engineering Works;</li><li>2) design;</li><li>3) Portable Signals;</li><li>4) Commissioning; and</li><li>5) professional Services.</li></ol> | Mandatory |
| 1.17.2 | <p>The Contractor will comply with the procurement procedures that have been accepted by the Project Manager and stored on the System.</p>  | Mandatory |

|        |  |           |
|--------|--|-----------|
| 1.17.3 | <p>The procurement procedures will as a minimum detail and provide the following:</p> <ol style="list-style-type: none"> <li>1) A detailed procurement tracker, detailing; <ol style="list-style-type: none"> <li>a) Work scope/packages proposed to be performed direct by the Contractor;</li> <li>b) All Sub-Contractor packages, proposed and actualised contracts and orders;</li> <li>c) Planned, forecast and actualised milestone dates for each of the procurement activities;</li> <li>d) Budget allocations of the prices against each of the planned packages;</li> <li>e) All other relevant information as required by the Project Manager;</li> <li>f) Key Sub-Contracts and critical packages (including materials and plant) and confirmation of mitigation strategy (draft) in event of supply chain failure</li> <li>g) Packages where subcontracting is anticipated to exceed 10% of the Contract value or Works Instruction tender allocation/prices; and</li> <li>h) Forecast completion date of the procurement activity.</li> </ol> </li> <li>2) Procedures for the procurement of Sub-Contractors demonstrating open market or competitively tendered pricing;</li> <li>3) Procedures for validating the financial standing, suitability, capability, capacity and ability to provide the Works and Services of proposed Sub-Contractors and developing tender lists from this review;</li> <li>4) Procedures for validating and monitoring the financial standing and capacity to provide the works of critical packages during delivery;</li> <li>5) Procedures for the procurement of Sub-Contractors using: <ol style="list-style-type: none"> <li>a) Accurate documentation and latest information;</li> <li>b) Contract conditions which adequately reflect the Contractor's obligations under this Contract;</li> </ol> </li> <li>6) Control systems to ensure purchased Plant and Materials are supplied to the specified quality and are delivered to Site at the agreed times;</li> </ol> | Mandatory |
|--------|--|-----------|

|        |   |           |
|--------|---|-----------|
|        | <p>7) Procedures for ensuring that plant, materials and Equipment received on each Site are properly stored, cared for and issued for construction; and</p> <p>8) Strategy or procedures for the management of insolvency risk within the supply chain.</p>   |           |
| 1.17.4 | In order to maximise the number of small and medium sized enterprises (SMEs) and local businesses in the Contract Area contributing to the Contract, the Contractor will ensure all packages which are valued below £25,000 (twenty-five thousand pounds) are advertised openly, unless otherwise accepted by the Project Manager. The Contractor will ensure that Sub-Contractors also advertise and demonstrate supplier engagement to maximise competition and SME engagement.   | Mandatory |
| 1.17.5 | The Contractor will promote the advertising of sourcing to in-house supply chains / Stakeholders/representatives (i.e. corporate companies).  | Mandatory |
| 1.17.6 | For packages that are below £5,000 (five thousand pounds), the Contractor may use a 'request for quotation' process.  | Mandatory |
| 1.17.7 | All of the Contractors procurement activities will be operated on an open, transparent and ethical basis.   |           |
| 1.17.8 | <p>The Contractor will procure that each Sub-Contractor ensure value for money is provided to the Contract and can be demonstrated to the Project Manager to his satisfaction. Value for money can be demonstrated through a process of competitive tendering or by other means such as benchmarking to open market/competitively tendered rates or prices and/or comparison to the tendered prices.</p> <p>For the avoidance of doubt, the Authority understands Contractor pricing is a confidential arrangement between the Contractor and his supply chain and does not require the Contractor to divulge confidential information to fulfil this obligation.</p> | Mandatory |
| 1.17.9 | The Contractor will provide evidence to the satisfaction of the Project Manager as requested that it has an established supply chain and system through which it proposes to select a Sub-Contractor and the Contractor demonstrates value for money, market value and technical compliance as detailed below under selection of tenderers.   | Mandatory |



|         |  |           |
|---------|--|-----------|
| 1.17.10 | If the Contractor appoints a Sub-Contractor, the Contractor will remain responsible for providing the Works as if it had not appointed a Sub-Contractor.   | Mandatory |
| 1.17.11 | The Contractor will submit the name of each proposed Sub-Contractor to the Project Manager for acceptance. The Contractor will not appoint a proposed Sub-Contractor until the Project Manager has accepted the proposed Sub-Contractor.   | Mandatory |
| 1.17.12 | The Contractor will submit the proposed Sub-Contract documents, except any pricing information, for each Sub-Contract to the Project Manager for acceptance unless the proposed Sub-Contract is an NEC contract which has not been amended or the Project Manager has agreed that no submission is required. | Mandatory |

### 1.18. Contract execution plan (CEP)

This section covers those Statements of Requirements which will apply to ensure efficient management of the Contract and its Works and Services.

|        |   |           |
|--------|---|-----------|
| 1.18.1 | The Contractor will establish a contract execution plan (CEP) that serves as a high-level document that sets the project management framework and overall direction for the Contract. The CEP is the governing document that establishes the means to execute, monitor, and control the Works and Services. | Mandatory |
|--------|---|-----------|

|        |   |           |
|--------|---|-----------|
| 1.18.2 | <p>The Contractor will describe in the CEP the following:</p> <ol style="list-style-type: none"> <li>1) Objectives and critical success factors including the qualitative and quantitative measures by which the success is to be judged, details of any approvals and consents, critical issues, dependencies, risk and uncertainties which could threaten achievement of the objectives</li> <li>2) Contract summary including the location and scope of the Works and Services</li> <li>3) Delivery execution plans detailing, how the Contractor plans to provide the Works and Services to achieve successful completion to the Authorities satisfaction. Sub-sections detailed below shall be in the same level of detail as the Delivery execution plan and the sub sections shall be, but not be limited to: <ol style="list-style-type: none"> <li>a) Delivery execution plan for Capital Works;</li> <li>b) Delivery execution plan for Maintenance Works;</li> <li>c) Outline design and design delivery plan; and</li> <li>d) Outline design schedules.</li> </ol> </li> <li>4) Management systems, strategies, plans and procedures including how the Contractor shall comply with the requirements set out in the Contract the Statement of Requirements and the Contractor's Quality Plan (CQP).</li> <li>5) Organograms of the Contractors core team for Maintenance and for Capital Works and general Contract administration such as procurement, cost management, risk management, planning and human resources</li> <li>6) The Contractor's plan demonstrating how the training obligations set out within the Statement of Requirements will be met; and</li> <li>7) How the Contractor will respond to new and amended Authority Policies and Statements of Requirements</li> </ol> | Mandatory |
|--------|---|-----------|



|        |  |           |
|--------|--|-----------|
| 1.18.3 | <p>The Contractor will produce the CEP for all of the Works and Services and submit it to the Project Manager for acceptance. The 1<sup>st</sup> CEP shall be submitted within 4 (four) weeks of the Contract Commencement Date. After acceptance of the first CEP by the Project Manager it will be updated by the Contractor to reflect any required or proposed changes as soon as practically possible. Contract CEP's will be updated by the Contractor on a 6 (six) monthly basis and be submitted to the Project Manager for acceptance.</p> <p>CEP's for all Works Orders / Instructions shall be submitted in sufficient time (no less than 7 working days) to the Project Manager for Acceptance, and the Contractor shall not be entitled to start the Works or Services until the Acceptance has been received from the Project Manager.</p> | Mandatory |
| 1.18.4 | <p>The Contractor will ensure that his Senior Executive Responsible (SER) and core team is engaged on the Contract by the Contract Commencement Date and will consist, as a minimum of:</p> <ol style="list-style-type: none"> <li>1) Contract director;</li> <li>2) Capital Works project manager;</li> <li>3) Civil Engineering manager;</li> <li>4) Lead Maintenance manager;</li> <li>5) Commercial manager;</li> <li>6) Design manager;</li> <li>7) Risk manager;</li> <li>8) Health and safety manager;</li> <li>9) Environmental manager</li> <li>10) Planning (Scheduling) manager;</li> <li>11) Quality manager;</li> <li>12) Contractor Information Manager;</li> <li>13) DVS Coordinator; and</li> <li>14) Innovation lead.</li> </ol>  | Mandatory |

|        |   |           |
|--------|---|-----------|
| 1.18.5 | <p>The Contract Execution Plan (CEP) will set out a comprehensive list of activities the Contractor intends to undertake to successfully deliver Works Instructions issued by the Authority for Capital Works and Ordered Maintenance, that will include but not be limited to the following.</p> <ol style="list-style-type: none"> <li>1) Identifies all activities that the Contractor is to complete. The information to be provided for each activity includes: <ol style="list-style-type: none"> <li>a) Start and finish date</li> <li>b) A plan for the specific Works or Services</li> <li>c) Description of each phase of the Works or Services</li> <li>d) Allocated staff resources for the Works and Services</li> <li>e) Site set up and logistics plan</li> <li>f) Portable signal requirements</li> <li>g) Temporary signal requirements</li> <li>h) Commissioning and handover plans</li> <li>i) Civil Engineering Works and Services</li> <li>j) Traffic Management</li> <li>k) Procurement of Equipment, materials, labour and Sub-Contracts</li> <li>l) Call off from Authority contracts for power and communications</li> <li>m) Risk schedule; and</li> <li>n) A manpower plan for each Works Instruction</li> </ol> </li> </ol> | Mandatory |
|--------|---|-----------|

## 1.19. Planning

This section covers those Statements of Requirements which will apply to ensure efficient planning is achieved to deliver all Works and Services including but not limited to Mobilisation, planned preventative Maintenance, Capital Works and ordered Maintenance.

|        |   |           |
|--------|---|-----------|
| 1.19.1 | <p>The Contractor will ensure the System accurately reflects project timeline including, but not limited to, the following fields for all projects:</p> <ul style="list-style-type: none"><li>• Start date on Site;</li><li>• Target Commissioning date;</li><li>• Updated Commissioning date;</li><li>• Last day on Site; and</li><li>• Completion date</li></ul>                            |           |
| 1.19.2 | <p>The Contractor will upload onto the System a Microsoft Project plan. This requirement will only apply to projects with Works Instructions priced greater than £150,000 (one hundred and fifty thousand pounds) or when specifically required in the Works Instruction, by exception. This benchmark will be reviewed by the Authority on an annual basis.</p>                              | Mandatory |
| 1.19.3 | <p>The Contractor will submit all programmes to the Authority for acceptance by the Project Manager in electronic form (.mpp) and in Adobe PDF.</p>   | Mandatory |
| 1.19.4 | <p>Each programme submitted by the Contractor to the Authority for acceptance will be clearly titled, numbered, revision coded and dated in accordance with any document control requirements.</p>  | Mandatory |
| 1.19.5 | <p>Each programme submitted by the Contractor to the Authority for acceptance will be in logic linked critical path method network format showing all programmed activities. Activities will be logically linked in order to maintain the integrity of the critical path. The critical path(s), early start and finish dates, late start and finish dates and total float shall be shown.</p> | Mandatory |



|        |   |           |
|--------|---|-----------|
| 1.19.6 | Each programme submitted for acceptance by the Contractor will have no activity that exceeds a 4 (four) week duration without prior acceptance by the Project Manager. Should it be required to have activities of longer duration the Contractor must demonstrate that the progress can be accurately recorded by way of a single measurable quantity and any successor activities are linked only using finish to start logic.  | Mandatory |
| 1.19.7 | All Microsoft Project calendars used will be set in days and will include public holidays and non-work periods.   |           |
| 1.19.8 | <p>The following logic will not be used within any programme issued for acceptance unless otherwise agreed by the Project Manager:</p> <ol style="list-style-type: none"> <li>1) Artificially imposed constraints</li> <li>2) Out of sequence logic</li> <li>3) Tasks lacking predecessors or successors (except the first and last activities)</li> <li>4) Start to finish links; and</li> <li>5) Lags.</li> </ol>   |           |
| 1.19.9 | <p>The Contractor will clearly show a 'time risk allowance' activity prior to:</p> <ol style="list-style-type: none"> <li>1) All planned key dates</li> <li>2) All planned Completions</li> <li>3) All interface milestones with any Third-Parties including other Authority contractors</li> <li>4) Delivery of information requiring acceptance by the Project Manager</li> <li>5) Appointment of all key Sub-Contractors.</li> <li>6) All design activities; and</li> <li>7) Commissioning and handover</li> </ol> |           |

|         |   |  |
|---------|---|--|
| 1.19.10 | <p>The Contractor will show on each programme submitted for acceptance to the Authority:</p> <ul style="list-style-type: none"> <li>• The starting date, access dates and, for Capital Works, key dates, target Commissioning date and Completion Date;</li> <li>• First day and last day on site for Traffic Management;</li> <li>• First day and last day on site for Portable / Temporary Signals;</li> <li>• Planned Completion and planned target Commissioning date for Capital Works;</li> <li>• The order and timing of the operations which the Contractor plans to do in order to provide the Works;</li> <li>• The order and timing of the work of Third Parties, where necessary, as last agreed with them by the Contractor or, if not so agreed, as stated in this Statement of Requirements or, for Capital Works, as stated in the relevant Scope;</li> <li>• For Capital Works, the dates when the Contractor plans to meet each condition stated for the key Dates and to complete Works needed to allow the Authority and Third Parties to do their work;</li> <li>• Provisions for: <ul style="list-style-type: none"> <li>– float,</li> <li>– time risk allowances,</li> <li>– environmental and health and safety requirements and</li> <li>– the procedures set out in this Contract.</li> </ul> </li> <li>• The dates when, in order to provide the Works in accordance with the programme, the Contractor will need: <ul style="list-style-type: none"> <li>– access to a part of the Site if later than its access date;</li> <li>– acceptances;</li> <li>– any plant and materials and other things to be provided by the Authority; and</li> <li>– information from Third Parties;</li> </ul> </li> <li>• Other information which this Contract requires the Contractor to show on a programme submitted for acceptance.</li> </ul> |  |
|---------|---|--|

|         |   |  |
|---------|---|--|
| 1.19.11 | <p>Within 2 (two) weeks of the Contractor submitting a programme for acceptance, the Project Manager will notify the Contractor of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme could include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• the Contractor's plans which it shows are not practicable;</li> <li>• it does not show the information which this Contract requires;</li> <li>• it does not represent the Contractor's plans realistically; or</li> <li>• it does not comply with the Statement of Requirements or, for Capital Works, as stated in the relevant Scope.</li> </ul>  |  |
| 1.19.12 | <p>As a minimum, the Contractor will show on each revised programme:</p> <ul style="list-style-type: none"> <li>• The actual progress achieved on each operation and its effect upon the timing of the remaining work;</li> <li>• The effects of implemented events which entitle the Contractor to an extension of time and, in relation to Works Orders and Works Instructions;</li> <li>• How the Contractor plans to deal with any delays and to correct notified defects in Capital Works; and</li> <li>• Any other changes which the Contractor proposes to make to the Accepted Programme.</li> </ul>  |  |
| 1.19.13 | <p>The Contractor will submit a revised programme to the Project Manager for acceptance:</p> <ul style="list-style-type: none"> <li>• Within the period for reply 5 (five) Business Days after the Project Manager has instructed the Contractor to;</li> <li>• When the Contractor chooses to and, in any case;</li> <li>• As stated in the Contract Data from the starting date until Completion of the whole of the Works and Services; and</li> <li>• Following the implementation of an event which entitles the Contractor to an extension of time which has an impact on the time for delivery of the Works and/or Services, and, in relation to Capital Works a compensation event which has an impact on Completion, the target Commissioning date or a key Date.</li> </ul> |  |



| <b>1.20. Exit Planning</b>  |  |           |
|---|--|-----------|
| This section covers those Statements of Requirements relating to the Exit Plan. Additional Statements of Requirements regarding the Contractor's exit strategy and the transfer of the Services are contained within <b>Schedule 10</b> . |  |           |
| 1.20.1  | The Contractor will produce the Exit Plan for the approval of the Authority in accordance with <b>Schedule 10</b> .  | Mandatory |
| 1.20.2  | On termination of the Contract or expiry of the Term, each Site must conform to the information/configuration as recorded on the System by the Contractor. It is the Contractor's responsibility to ensure the data on the System accurately reflects each Site as is installed on the street. Any inaccuracies will be reported by the Contractor to the Project Manager for correction.  | Mandatory |
| 1.20.3  | During exit, the Authority reserves the right to randomly select a representative set of Sites which will be inspected by the Authority in order to test that the information/configuration of each Site as recorded in the System accurately reflects the installation at each Site. Any difference between the information on the System and the installation of a Site on the street must be rectified at the Contractor's cost. Any costs incurred by the Contractor in correcting the information or in rectifying any Faults will not be compensable by the Authority. | Mandatory |
| 1.20.4  | On termination or expiry of the Term, with the exception of Faults that are in Exception, there must be no Faults older than 2 (two) calendar months as recorded on the System. The Authority will arrange for Rectification of any older Faults for which the Contractor will compensate the Authority.   | Mandatory |

| <b>1.21. Quality Management System</b> |  |           |
|--|--|-----------|
| 1.21.1                                 | The Contractor will operate at all times a quality management system complying with BS EN ISO 9001 for its delivery of the Services, which will (without limitation) address the management, organisation, responsibilities, procedures, processes, resources and programme from design (where applicable) to construction, completion, Testing and Commissioning of the Capital Works, through Maintenance of the Equipment and decommissioning of Equipment. | Mandatory |
| 1.21.2                                 | Any Sub-Contractor(s) appointed by the Contractor must operate a quality system enabling them to comply with the Contractor's quality management system.   | Mandatory |

## **ANNEX G1: MOBILISATION PLAN**

Contractors Mobilisation Plan Attached.



**REDACTED**

## **ANNEX G2: HEALTH AND SAFETY PLAN**

CONTRACTORS CONSTRUCTION/H&S PLAN ATTACHED.

### **ANNEX G3: SYSTEM STATEMENTS OF REQUIREMENTS**

The Authority's primary tool for managing and monitoring the Supported Equipment under this Contract will be the Asset Management Information System (AMIS) which will be used for the following purposes:

- (1) For notifications (including instructions) both to and from the Contractor and to Third Parties, including:
  - a) notification of Faults and the progress and completion status for Maintenance;
  - b) notification by the Contractor to the Authority of a requirement for Emergency Works required to make a Site Safe following Third Party Damage; and
  - c) automatic notification to relevant Third Parties of Faults and Services.
- (2) As an asset database to contain details of all Supported Equipment or Equipment to be Installed under this Contract and asset management data and statistics, including but not limited to:
  - a) all Site configuration data including Equipment control specification configurations and all dates and times of changes;
  - b) Take-Over Certificates;
  - c) Fault logs (including Fault details, delays in repair, engineer attendance times and all rectification activities);
  - d) Periodic inspection schedules, attendance activities and records;
  - e) Electrical inspection schedules, attendance activities and records;
  - f) Contract details, such as payment information for Maintenance and Service Level Indicator reporting for Maintenance and Capital Works; and
  - g) details of Planned Events;
- (3) To generate reports, including but not limited to:
  - a) overall reports
    - i) annual and quarterly management reports;
    - ii) periodic performance reports; and
    - iii) all aspects of reports for the purposes of the Contractor's management of the Services, any daily or monthly Fault logs and all reports containing Availability data.
  - b) periodic reports
    - i) electricity procurement reports;
    - ii) asset rollout reports including deployment by type;
    - iii) management reports (general overview of reports on the Contractor's performance);
    - iv) Fault rates across Equipment types during a specified period at a specified interval;
    - v) the number of Faults at a specific interval during a specified period at a specified interval;



- vi) the number of Clears at a specific interval during a specified period at a specified interval; and
- vii) Availability during a specified period at a specified interval (trend) with the ability to aggregate Availability by Borough, TLRN, System, Site type or specified status flag.

(4) asset management reports

- a) Fault trend analysis reports (used to highlight Fault trends to the Authority to deliver improved Maintenance and procurement practices);
- b) lifetime management reports (used to plan technology procurement, remedial and replacement Statements of Requirements, Maintenance management regimes and whole life cost management); and
- c) obsolescence reports (used to plan technology spares, remedial and replacement Statements of Requirements).

Further System requirements are contained in **Schedule 26**.

## **ANNEX G4: CONTRACTORS VEHICLES**

### **Direct Vision Standard**

- 1) The Contractor will ensure that:
  - a) from 1 April 2021 all Category N3 HGVs used to Provide the Services achieve a minimum of a three (3) star Direct Vision Standard rating up to and including 31 March 2025;
  - b) from and including 1 April 2025 all Category N3 HGVs used in the provision of the Services achieve a minimum of five (5) star Direct Vision Standard rating.
- 2) Within 90 (ninety) days of the Contract Commencement Date the Contractor will develop and submit to the Project Manager an Initial DVS Plan using the template set out in **paragraph 13** of this Annex. The Initial DVS plan will capture how the Contractor plans to meet the DVS requirements under 1 a) and 1 b) above.
- 3) The Authority will either:
  - a) accept the Initial DVS Plan, in which case such plan becomes the Agreed DVS Plan; or
  - b) provide the Contractor with any comments on and/or amendments to the Initial DVS Plan.
- 4) Within 30 (thirty) days of receipt of any comments and/or amendments on the Initial DVS Plan from the Authority, the Contractor:
  - a) will develop and amend the Initial DVS Plan to reflect such comments and/or amendments received from the Authority; and
  - b) submit an updated Initial DVS Plan to the Project Manager for acceptance.
- 5) Within 15 (fifteen) days of receipt of the updated Initial DVS Plan, the Authority will confirm that either the updated Initial DVS Plan:
  - a) is accepted, in which case it becomes the Agreed DVS Plan; or
  - b) not approved and provide its further comments and/or amendments to the Contractor and the Contractor revises and re-submit the updated Initial DVS Plan for approval in accordance with **paragraph 4**.

The process set out in **paragraphs 4 and 5** of this Annex will be repeated until the updated Initial DVS Plan is approved by the Authority.

- 6) Where the Authority, acting reasonably, has not approved the updated Initial DVS Plan, the Contractor may refer that decision to the Dispute Resolution Procedure.
- 7) Without limiting any other provision of the Contract, the Contractor, at no additional cost to the Authority, and as part of the Services will:
  - a) implement, observe and comply with the Agreed DVS Plan; and
  - b) review and amend the Agreed DVS Plan (as necessary) on each 12-month anniversary of the Contract Commencement Date or earlier if requested by the Authority, to reflect:
    - i) any changes to the nature of the Services; and

- ii) any comments and/or amendments made or proposed by the Authority.
- 8) The Contractor will nominate a member of the Contractor Personnel with the necessary experience, competency and authority to:
  - a) be responsible for implementation and compliance with the Agreed DVS Plan; and
  - b) act as the Contractor's authorised representative on all matters concerning the Agreed DVS Plan ("**DVS Co-ordinator**").
- 9) On each 12-month anniversary of the Contract Commencement Date, the Contractor will submit a report to the Authority which sets out the progress in respect of implementation of the Agreed DVS Plan and confirms (with supporting evidence) that the Contractor has complied with the Agreed DVS Plan.
- 10) If the Contractor fails to comply with the DVS Statements of Requirements set out in this Annex
  - a) the Authority may refuse the Contractor, its employees, agents, Sub-Contractors 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 but not limited to deliveries).
- 11) The Contractor can apply to the Authority for an exemption to the DVS Statements of Requirements for any particular vehicle where, in the Contractors view, it is not feasible to meet such Statements of Requirements. An application for an exemption must include the vehicle/s for which an exemption is required, the duration of which the exemption will apply and the reasons why the exemption is required. The Authority will review such requests from the Contractor and either:
  - a) accept in writing the exemption for the duration requested; or
  - b) decline the application for an exemption and the DVS Statements of Requirements under this Annex must be met by the Contractor.
- 12) So far as is practicable, all vehicles used by the Contractor to deliver the Services, while in use, bears on both sides and the rear, identity marks bearing the trading name of the Contractor. The identity marks will be maintained by the Contractor throughout the Term



### 13 Initial Direct Vision Standard Plan Template

The HGV DVS Plan Template aims to provide a consistent approach for how Contractors plan to meet the HGV DVS Statements of Requirements Statements of Requirements.

#### Contact details

|                 |  |              |  |
|-----------------|--|--------------|--|
| Contractor      |  |              |  |
| Contract name   |  | Contract ref |  |
| DVS Coordinator |  | Name         |  |
| Job Title       |  | Email        |  |
| Phone Number    |  | Mobile       |  |

#### Contract overview

Provide the HGV delivery and servicing Statements of Requirements of the contract referenced above to which the DVS Statements of Requirements are applicable and have been applied.

### DVS Plan

The Contractor will complete the following tables outlining how it plans to meet DVS obligations in delivering the Contract.

| Fleet details  | Metric   | Baseline | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|----------|----------|--------|--------|--------|--------|--------|
| Does the Contractor operate 'own account' HGVs to deliver the Services?                    | Y/N      |          |        |        |        |        |        |
| How many own account N3 category HGVs does the Contractor operate to deliver the Services? | Quantity |          |        |        |        |        |        |
| How many Sub-Contract fleet operators does the Contractor employ to deliver the Services?  | Quantity |          |        |        |        |        |        |

|   |          |  |  |  |  |  |  |
|---|----------|--|--|--|--|--|--|
| How many Sub-Contract N3 category HGVs does the Contractor operate to deliver the Services? | Quantity |  |  |  |  |  |  |
| What is the total number of N3 category HGVs employed to deliver the Services?              | *Total   |  |  |  |  |  |  |



| DVS Rating  | Priority | Baseline | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|----------|----------|--------|--------|--------|--------|--------|
| What is the total number of zero-star rated N3 category HGVs employed to deliver the Services?  | High     |          |        |        |        |        |        |
| What is the total number of one star rated N3 category HGVs employed to deliver the Services?   | Medium   |          |        |        |        |        |        |
| What is the total number of two-star rated N3 category HGVs employed to deliver the Services?   | Medium   |          |        |        |        |        |        |
| What is the total number of three-star rated N3 category HGVs employed to deliver the Services? | Low      |          |        |        |        |        |        |
| What is the total number of four-star rated N3 category HGVs employed to deliver the Services?  | Low      |          |        |        |        |        |        |
| What is the total number of five-star rated N3 category HGVs employed to deliver the Services?  | Low      |          |        |        |        |        |        |
| What is the total number of N3 category HGVs employed to deliver the Services?                  | *Total   |          |        |        |        |        |        |

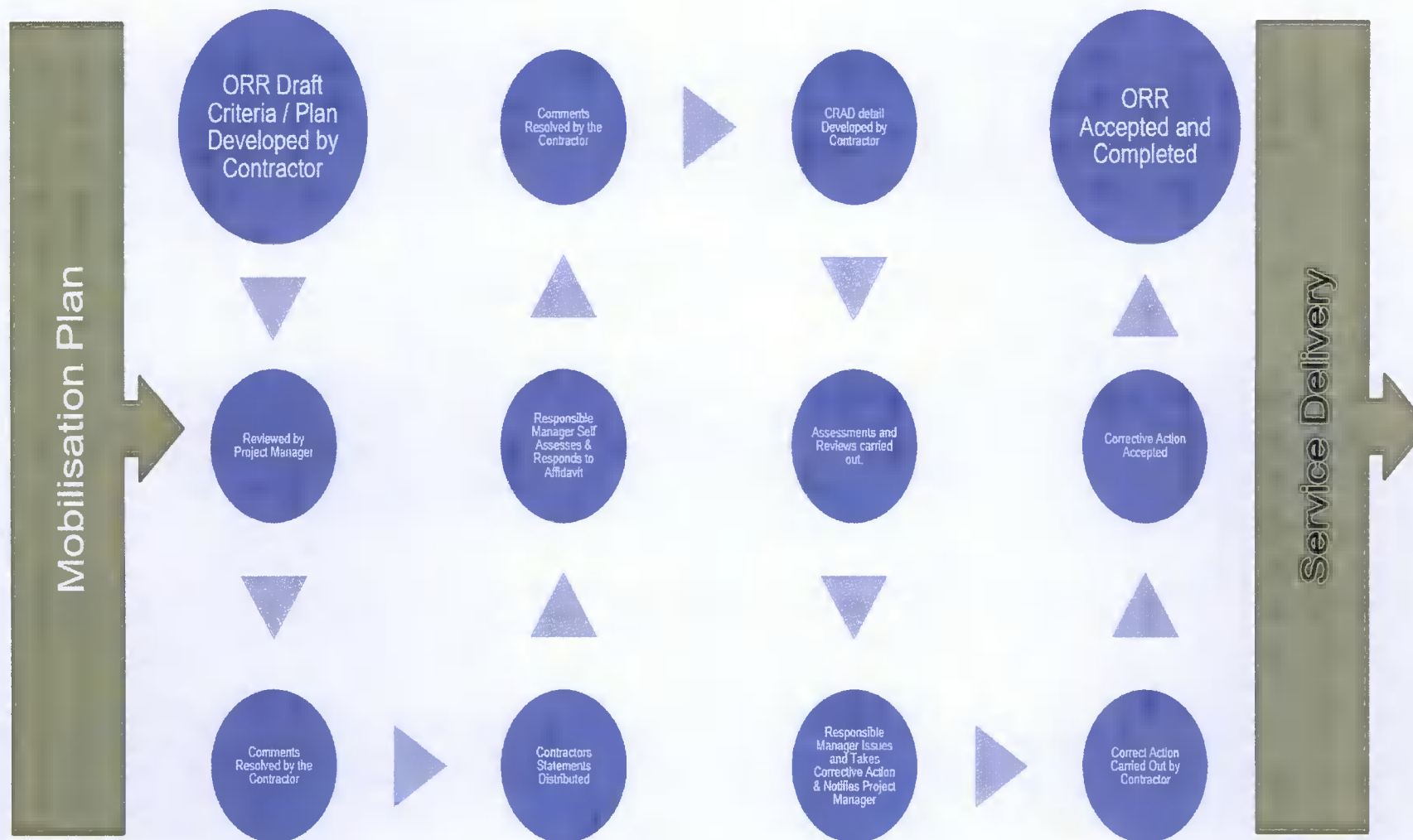
### HGV DVS method statement

Please provide details of the activities you will undertake to achieve compliance with the DVS Statements of Requirements. This should include any information and assumptions made to inform the DVS Plan and any engagement with Sub-Contractors, vehicle suppliers and off-road site operators that are relevant to what has been included in your DVS Plan.

| Describe how the Contractor category N3 HGV fleet used to deliver the Contract will meet the outputs of the DVS Plan.   |               |               |           |               |
|---|---------------|---------------|-----------|---------------|
|   |               |               |           |               |
| Describe the engagement activities with Sub-Contractors that are required to deliver the Contract, and how they will meet the outputs of the DVS Plan.  |               |               |           |               |
|   |               |               |           |               |
| Describe any engagement activities for Contractor owned or operated Off-road Sites, and with Off-Road Site operators used to deliver the Contract in order to meet the outputs of the DVS Plan. |               |               |           |               |
|   |               |               |           |               |
| Provide details of the Off-Road Sites that are required to deliver the Contract.  |               |               |           |               |
| Site name   | Site operator | Site location | Site type | Ground rating |
|   |               |               |           |               |
|   |               |               |           |               |

## **ANNEX G5: OPERATIONAL READINESS REVIEW PROCESS**





## ANNEX G6: CAPABILITY ASSURANCE READINESS DOCUMENT TEMPLATE

| TTC Transition and Exit - Capability Readiness Assurance Document (CRAD) & Critical Activities (CA)                       |        |  |
|---|--------|--|
| CRAD  | CA No. | Critical Activities  |
| <b>1. Mobilisation</b><br>Key activities to deliver the Mobilisation Plan by Works Commencement Date                      | 1.1    | Attend the post Contract award meeting   |
|   | 1.2    | The Contractors updated Mobilisation Plans (including all resource plans) agreed by Project Manager  |
|   | 1.3    | Joint risk management established (risk register being managed)  |
|   | 1.4    | Security Statements of Requirements: defined, communicated and confirmed understood. Site specifics as required with necessary approval achieved by Maintenance Commencement Date, |
|   | 1.5    | Mobilisation Payment milestones agreed for Mobilisation Stage  |
|   | 1.6    | Compounds and Stores Set Up and reviewed, and confirmed safe, secure and fit for purpose   |
|   | 1.7    | Detailed exit/transition strategy developed and agreed with outgoing supplier  |
|   | 1.8    | Data assets / document archives reviewed and agreed and with Contractor  |
|   | 1.9    | Programme of works prepared and agreed for backlog maintenance programme   |
|   | 1.10   | Mobilisation Workshops complete within 4 weeks of Contract Commencement Date   |
| <b>2. Training</b><br>Key activities to develop and deliver training to prepare for and before Works Commencement Date    | 2.1    | Authority Contract Manager and Service Recipient briefing complete   |
|   | 2.2    | Training Plans and Induction of all transferred in staff to the Contract completed.  |
|   | 2.3    | Training Plans and Induction for new and replacement staff to the Contract completed.  |
|   | 2.4    | Training proposal provided and agreed for Supply Chain staff.  |
| <b>3. Management Plans</b><br>Develop and approval of contract policy and plans in accordance with relevant publications, | 3.1    | Construction Phase Plans and templates accepted by Project Manager   |
|   | 3.2    | Quality Management plan accepted by Project Manager  |
|   | 3.3    | Relationship Management Plan accepted by Project Manager   |

| TTC Transition and Exit - Capability Readiness Assurance Document (CRAD) & Critical Activities (CA)   |        |   |
|---|--------|---|
| CRAD  | CA No. | Critical Activities   |
| policies and standards before Works Commencement Date   | 3.4    | Environmental Management plans agreed and in place prior to Maintenance Commencement Date   |
| <b>4. Health &amp; Safety</b><br>Key activities to ensure H&S requirements are in place for contract commencement   | 4.1    | The contractors specialists in H&S will work with TfL SHE Team to ensure that the points detailed in H&S appendix are in place & compliant. Pre mobilisation the supplier will provide evidence and have associated interviews & meetings |
|   | 4.2    | Despatch Centre IS verified and approved  |
|   | 4.3    | Decision tree question set agreed   |
|   | 4.4    | Complaints process agreed   |
|   | 4.5    | Despatch Centre user acceptance testing (UAT) completed   |
|   | 4.6    | Provide contact list for Despatch Centre to Authority   |
|   | 4.7    | Despatch Centre facility ready to manage the Service delivery   |
|   | 4.8    | Transition from outgoing contractor communications agreed   |
|   | 4.9    | Tri-partite transition governance agreed  |
| <b>5. Governance, Management, Collaboration and Communications</b><br>Key activities to establish Governance, develop collaborative working practices and tri-partite communications before Works Commencement Date | 5.1    | Key Contractor Personnel org chart defined and agreed   |
|   | 5.2    | Customer Satisfaction measurement process defined by Contractor and accepted by the Project Manager   |
|   | 5.3    | Joint communication plan defined, agreed and implemented  |



| TTC Transition and Exit - Capability Readiness Assurance Document (CRAD) & Critical Activities (CA)   |        |  |
|---|--------|--|
| CRAD  | CA No. | Critical Activities  |
| <b>6. IS Functionality</b><br>Identify and implement the key Information Systems (IS) functionality and enabling Statements of Requirements to ensure the management of the Contract before Works Commencement Date | 6.1    | TfL's preferred option is to provide Contractors with controlled levels of direct access to Maximo (via desktop or mobile devices). The Contractor shall provide user details for those requiring access not later than the following times;<br>- For training accounts – not less than three calendar months before the agreed "In service" date<br>- For user accounts to be used in the live environment – not less than two calendar months before the agreed "In service" date. |
|   |        |  |
| <b>7. Delivery Plans</b><br>Specific plans required by the Contract not covered in other CRAD milestone activities including overseas and specialist services before Works Commencement Date                        | 7.1    | Capital Works Management Plan produced and Accepted by the Project Manager   |
|   | 7.2    | Maintenance Management Plan produced and Accepted by the Project Manager   |
|   | 7.3    | Ordered Maintenance Management Plan produced and Accepted by the Project Manager   |
|   | 7.4    | Outline Design Schedule & Design Delivery Plan   |
|   | 7.5    | Equipment List produced and Accepted by the Project Manager  |
|   | 7.6    | Business Continuity and Disaster Recovery Plan produced and Accepted by the Project Manager  |
|   | 7.7    | Innovation Plan produced and Accepted by the Project Manager   |
|   | 7.8    | Risk Management Plan agreed and Accepted by the Project Manager and implemented  |
|   | 7.9    | Identification and plan for critical operational spares agreed   |
|   | 7.10   | Obsolescence Management Plan agreed and Accepted by the Project Manager  |
|   | 7.11   | Responsible Procurement: Strategic Labour Needs & Training Plan  |
|   | 7.12   | Responsible Procurement: Equality, Diversity and Inclusion Action Plan   |
|   | 7.13   | Direct Vision Standards (DVS) Plan   |

| TTC Transition and Exit - Capability Readiness Assurance Document (CRAD) & Critical Activities (CA)  |        |  |
|--|--------|--|
| CRAD   | CA No. | Critical Activities  |
|  | 7.14   | BIM: Information Execution Plan  |
| <b>8. Finance</b><br>Co-ordinate and manage financial and commercial Statements of Requirements through transition and exit before Works Commencement Date | 8.1    | Financial Management Plan agreed and Accepted by the Project Manager               |
|  | 8.2    | Whole Life Cost assessments agreed and Accepted by the Project Manager             |
|  | 8.3    | Payment Valuation and Payment Dates agreed by both by the Authority and Contractor |
|  | 8.4    | Payment Application templates forms Accepted by the Project Manager                |

**Annex G7: NOT USED**



## ANNEX G8: BIM EXCHANGE INFORMATION STATEMENT OF REQUIREMENTS

### BIM Exchange Information Statement of Requirements

| <b>1. BIM VISIONS AND OBJECTIVES</b>   |  |
|--|--|
| <b>1.1. Purpose</b>                    |  |
| 1.1.1                                  | This "Exchange Information Statement of Requirements" ("EIR") describes how data and information about the physical and functional characteristics of the Authority's assets and infrastructure are to be captured, produced, generated, utilised and managed by its suppliers.  |
| 1.1.2                                  | This EIR prescribes which standards are to be used and identifies key decisions to be made during the Contract to ensure the engineered solution developed meets BIM objectives, desired outcomes and benefits.  |
| <b>1.2. BIM Objectives</b>             |  |
| 1.2.1                                  | BS EN ISO 19650 1 and 2 2018 defines BIM as "use of a shared digital representation of a built asset to facilitate design, construction and operation processes to form a reliable basis for decisions".   |
| 1.2.2                                  | BIM is a process involving the collaborative production, use and management of digital representations of the physical and functional characteristics of a facility / asset. The resulting Information Models, when fully coordinated, provide a shared knowledge resource to support decision-making about a facility or asset throughout its lifecycle from earliest conceptual stages, through design and construction, operation and maintenance and eventually decommissioning and removal or demolition. |
| 1.2.3                                  | The Authority has a strategic approach for the consistent adoption of BIM. The strategy includes an approach to describing information requirements across all aspects of the asset lifecycle as set out in this EIR.  |
| <b>1.3. Authority's BIM Objectives</b> |  |
| 1.3.1                                  | The Authority's BIM objectives are to drive efficiencies in the production, modification, operation and decommissioning of its engineered assets through data-driven information, improving decision making and delivering best value to its stakeholders.   |
| 1.3.2                                  | The Authority's key objective is to procure / produce, manage and maintain data and information about its engineered assets that is complete, consistent and can be trusted and re-used for operational purposes and business intelligence.  |

#### 1.4. Contract BIM Objectives

|       |   |
|-------|---|
| 1.4.1 | <p>The Authority's BIM objectives for the Contract are to:</p> <ol style="list-style-type: none"><li>1) achieve target capital delivery cost</li><li>2) deliver best value through innovation</li><li>3) obtain progressive digital assurance and evidence, using Production Information to:<ol style="list-style-type: none"><li>a) verify the integrity and completeness of the design of the engineered solution at each stage of the Contract as defined in Pathway.</li><li>b) validate the buildability of the engineered solution verifying that (and how) the asset(s) can be efficiently constructed / installed/ maintained</li><li>c) ensure that health and safety and CDM requirements have been identified and met</li><li>d) validate the integrity and completeness of the Handover Information</li></ol></li><li>4) obtain structured data to populate its Asset Management Information Systems</li><li>5) achieve a more progressive handover and post-occupancy assessment in line with a "Government Soft Landings" ("GSL") approach.</li></ol> |
|-------|---|

## 2. INFORMATION UTILISATION PLANNING

### 2.1. Primary use of data / information

2.1.1 The Authority's primary use of the Production Information and Handover Information, throughout the lifecycle of the asset(s), is as detailed in but not limited to the following:

| Reference | Description   |
|-----------|---|
| PU01      | Assurance<br>Verify that the requirements of the Authority set out in <b>Schedule 3 (Statement of Requirements)</b> have been satisfied.                                      |
| PU02      | Programme coordination<br>Verify coordination and integration with interfacing and adjacent works.  |
| PU03      | Business case and whole life cost<br>Validate the business case and whole life cost forecasts, ensuring they are robust, and outcomes and benefits can be / will be achieved. |
| PU04      | Operations and Maintenance<br>Validate that the models and assets meet the operational and Maintenance requirements.  |
| PU05      | Asset registration<br>Facilitate the asset registration process and populate the Asset Management Information Systems.  |
| PU06      | Benefits management<br>Verify that the identified benefits have been achieved.  |

### 2.2. Level of Information Need

2.2.1 The Level of Information Need of the Production Information and Handover Information must:

- 1) continually inform and support decision making throughout the Contract lifecycle
- 2) enable acceptance criteria and requisite levels of assurance to be achieved.
- 3) be agreed with the Authority during the Mobilisation Period.



|       |   |
|-------|---|
| 2.2.2 | <p>Level of Information Need will comprise the following:</p> <ol style="list-style-type: none"> <li>1) <b>Granularity of geometrical information</b> - the detail to which the physical characteristics, of the asset(s), are represented (as geometrical data) within model files, at each stage of the Contract; and</li> <li>2) <b>Granularity of alphanumerical information</b> - the type and amount of information (about the assets functional characteristics) which may be included as attributes within model files, at each stage of the Contract.</li> </ol> |
|-------|---|

2.2.3

An overview of the minimum levels of definition of the graphical data and information of non-graphical data, at each level of definition is set out below:

| Geometrical information  | Alphanumerical information   | Level of Information Need |
|--|--|---------------------------|
| Overall massing of construction entities; indicative of area, height, volume, location and orientation.  | Work Instruction or Works Order specific requirements (form, function, cost and schedule).   | 1 (one)                   |
| Discipline specific model files.<br>Discipline task team allocated volumes.<br>Architectural form and layout (including that reserved for mechanical, electrical and plumbing).<br>Outline structural / civil spatial arrangements.<br>Generic systems, assets or assemblies with approximate size, shape, location and orientation. | General performance criteria (based on assumed asset).<br>System types.<br>Forecast cost data +/- 15%.<br><b>Note:</b> associated to the applicable modelled elements. | 2 (two)                   |
| Discipline team specific model files.<br>Primary structural / civil elements developed and frozen.<br>Specific systems, assets or assemblies in terms of quantity, size, shape, location and orientation.  | Specific performance criteria.<br>Forecast cost data +/- 10%.<br><b>Note:</b> associated to the applicable modelled elements.  | 3 (three)                 |
| Discipline team specific model files<br>Graphically represented as a specific system, asset  | Actual performance criteria.<br>Actual cost data.  | 4 (four)                  |

|  |   |  |          |
|--|---|--|----------|
|  | or assembly in terms of quantity, size, shape, location and orientation.  | <b>Note:</b> associated to the applicable modelled elements. |          |
|  | Discipline team specific model files.<br><br>Graphically represented as actual built / constructed / installed system, asset or assembly in terms of quantity, size, shape, location and orientation. |  | 5 (five) |



| <b>3. INFORMATION EXECUTION PLAN (IEP)</b> |   |
|--|---|
| <b>3.1. IEP General</b>                    |   |
| 3.1.1                                      | In response to this EIR the Contractor will create an IEP. The IEP will capture how the Contractor intends to provide the Works and Services in line with provisions and obligations of the Contract, Works Orders or Works Instructions and the Authority's Statements of Requirements set out in <b>Schedule 3</b> and this EIR.  |
| 3.1.2                                      | The content of the IEP will consist of everything requested within this EIR and meet the Information Statements of Requirements set out within BS EN ISO 19650 2 2018.  |
| 3.1.3                                      | The Contractor will provide details of information exchanges within their IEP.  |
| 3.1.4                                      | If required by the Contractor, the TfL IEP Template can be provided.  |
| 3.1.5                                      | The Contractor will submit its IEP to the Authority for acceptance within 20 (twenty) Business Days of the Contract Commencement Date.  |
| 3.1.6                                      | The Contractor will keep the IEP up to date with changes managed in line with <b>Schedule 7 (Change Control Procedure)</b> .  |
| 3.1.7                                      | <p>The Contractor will submit their revised IEP to the Authority for acceptance if:</p> <ol style="list-style-type: none"> <li>1) changes are made to the IEP by the Contractor; or</li> <li>2) instructed by the Authority in line with <b>paragraph 1.18.4 of Schedule 3</b>.</li> </ol> <p>within 20 (twenty) Business Days of the need for revision being identified.</p> |
| 3.1.8                                      | <p>Reasons the Authority would not accept the IEP include but are not limited to:</p> <ol style="list-style-type: none"> <li>1) it does not meet the requirements set out in this EIR; and / or</li> <li>2) it does not meet the requirements set out in the standards listed.</li> </ol>   |
| 3.1.9                                      | The Contractor will implement the accepted IEP.   |
| 3.1.10                                     | The Contractor will ensure their IEP aligns with the Contract and accepted Works schedules and plans.   |
| <b>3.2. Supply chain assessment</b>        |   |
| 3.2.1                                      | In completing and updating of the IEP during the Term, the Contractor will update their supply chain assessment as presented at the prequalification stage to address changes to their supply chain and/or their capability.  |

| 3.3. Asset information                     |  |   |
|--|--|---|
| 3.3.1                                      | Details of the Authority's corporate solutions for the management of asset information and the vehicle for delivery of the required information are set out below:   |   |
|  | Asset information  |   |
|  | System (as defined in <b>Schedule 26 (Systems and Integration))</b>  | Delivery Vehicle  |
|  | Data / Information   |   |
|  | Authority Project Control System   | Unstructured information containers (Documentation)                 |
| Asset Management Information System        | Structured information containers (non-graphical data)   | Asset data collection templates / specific to the types of assets   |
| CAD Information Exchange Management System | Structured information containers (graphical data)   | Import spreadsheet, as provided by the Authority's CAD Support Team |
| 3.3.2                                      | The Contractor will detail in the IEP of how the required data / information will be extracted from the Production Information and Handover Information into the appropriate delivery vehicle and provides assurance that it is complete and current.  |   |
| 3.3.3                                      | The Contractor provides the asset information in line with <b>sections 0 and 0 of Schedule 3</b> .   |   |
| 3.4. Training arrangements                 |  |   |
| 3.4.1                                      | The Contractor will ensure all relevant Contractor Personnel (for the avoidance of doubt including Sub-Contractors of any tier) are sufficiently trained to undertake the BIM aspects of the Contract including the capability and competency to provide verified and coordinated Production Information and Handover Information in accordance with this EIR. |   |
| 3.5. Standard method and procedure         |  |   |
| 3.5.1                                      | All Production Information and Handover Information will be produced and managed in accordance with the specified standards identified by <b>paragraphs 1.8.16 of Schedule 3</b> and the following standards.  |   |

| 3.5.2 | Standard Ref   | Title   | Revision            |
|-------|--|---|---------------------|
|       | Pan TfL Standards  |   |                     |
|       | S1037  | Computer aided Design (CAD) Data  | A4<br>February 2020 |
|       | S1760  | Common Data Environment   | A3<br>March 2020    |
|       | S1782  | Information Security Classification   | A2<br>April 2020    |
|       | Industry Standards (include but not limited to), can be used as guidance |   |                     |
|       | Standard Ref   | Title   | Revision            |
|       | BS EN ISO 19650-1: 2018  | Organization and digitization of information about buildings and civil engineering works, including building information modelling (BIM) - Information management using building information modelling - Part 1: Concepts and principles      | N/A                 |
|       | BS EN ISO 19650-2: 2018  | Organization and digitization of information about buildings and civil engineering works, including building information modelling (BIM) - Information management using building information modelling - Part 2: Delivery phase of the assets | N/A                 |
|       | PAS 1192-3:2014  | Specification for Information Management for the operational phase of assets using building information modelling   | N/A                 |
|       | BS 1192-4:2014   | Collaborative production of information - Part 4: Fulfilling Employers information exchange requirements using COBie - Code of practice   | N/A                 |
|       | PAS 1192-5:2015  | Specification for security-minded building information modelling, digital built environments and smart asset management   | N/A                 |
|       | PAS 1192-6:2018  | Specification for collaborative sharing and use of structured health and safety using BIM.  | N/A                 |



|  |                |  |     |
|--|----------------|--|-----|
|  | BS 8210:2012   | Guide to facilities maintenance management                                     | N/A |
|  | BS 8541-1:2012 | Identification and classification -Code of practice                            | N/A |
|  | BS 8541-2:2011 | Library objects for AEC.   | N/A |
|  | BS 8541-3:2012 | Shape and measurement - Code of practice                                       | N/A |
|  | BS 8541-4:2012 | Attributes for specification and assessment - Code of practice                 | N/A |
|  | BS 8541-5:2015 | Assemblies - Code of practice  | N/A |
|  | BS7000-4:2013  | Design management systems. Guide to managing design in construction            | N/A |
|  | BS 8536-1:2015 | Code of practice for facilities management (Buildings infrastructure)          | N/A |
|  | BS 8536-2:2016 | Code of practice for asset management (Linear and geographical infrastructure) | N/A |

### 3.6. Security

|       |  |
|-------|--|
| 3.6.1 | The Contractor will assist the Authority in defining the correct security classification for the Contract in alignment with BS EN ISO 19650-5:2020 and accordance with the <b>Schedule 23 (Security)</b> .   |
| 3.6.2 | The Contractor will assist the Authority in the creation of a Built Asset Security Management Plan, a Built Asset Security Strategy, a Security Breach/Incident Management Plan and the Built Asset Security information requirements in alignment with BS EN ISO 19650-5:2020 and accordance with the <b>Schedule 23 (Security)</b> . |
| 3.6.3 | The Contractor will assign the appropriate security classification in accordance with Authority standard "S1782 Information Security Classification" to all Production Information and Handover Information via the CDE.   |
| 3.6.4 | The Contractor provides details within the IEP of how compliance with Authority standard "S1782 Information Security Classification" will be monitored and managed.  |

| <b>3.7. Roles and Responsibilities</b> |  |
|--|--|
| 3.7.1                                  | The Contractor appoints personnel to discharge the information management function as set out in BS EN ISO 19650:5 2020, led by Contractor Information Manager. For the avoidance of doubt, the information management function role may be fulfilled by more than one person.   |
| 3.7.2                                  | <p>The accountabilities of the Contractor Information Manager include:</p> <ol style="list-style-type: none"> <li>1) Ensuring Authority standard "S1760 Common Data Environment" and the IEP have been completed and / or have been agreed with the Authority and are briefed to the Contractor, Sub-Contractors or supplier of the Contractor, the Project Manager, and others (as applicable) and are updated as required</li> <li>2) ensuring BIM processes and collaborative behaviours are fully complied with across the Contract</li> <li>3) providing the focal point for all Production Information and Handover Information management issues on the Contract</li> <li>4) ensuring that all Production Information and Handover Information is compliant with the Contract and all applicable standards</li> <li>5) ensuring that all Production Information and Handover Information is managed through the CDE and that all mandatory meta-data has been captured</li> <li>6) ensuring the Contractor, Sub-Contractors or supplier of the Contractor have continued and appropriate access to CDE systems</li> <li>7) providing clear instructions including on the following areas: <ol style="list-style-type: none"> <li>a) what Production Information and Handover Information is required, by whom and for what purpose;</li> <li>b) who will generate the Production Information and Handover Information and maintain it;</li> <li>c) how it will be sorted and distributed;</li> <li>d) how frequently it is shared; and</li> <li>e) what actions should be taken on receipt of the Production Information and Handover Information.</li> </ol> </li> </ol> |
| 3.7.3                                  | The Contractor will maintain within the IEP a list of persons assigned to the roles and responsibilities.  |
| <b>3.8. Naming Conventions</b>         |  |
| 3.8.1                                  | A single unique file identification ("File ID") convention is used for all graphical and non-graphical data uploaded onto the CDE. File ID details are found in standard "S1760 Common Data Environment".  |

### 3.9. Classification

|       |  |
|-------|--|
| 3.9.1 | The Contractor will structure all Production Information and Handover Information, categorising the functional and physical characteristics of the assets such that they can be efficiently identified, grouped and utilised for different purposes. All Production Information and Handover Information must be assigned with the appropriate classification(s), in accordance with this Annex. |
|-------|--|



| <b>4. INFORMATION MANAGEMENT</b>               |   |
|--|---|
| <b>4.1. System Performance and Constraints</b> |   |
| 4.1.1  | Details of the limitations / restrictions (and security issues) of the Authority's systems can be found in the Authority's completed IT Assessment Form.  |
| 4.1.2  | The Contractor provides in the completed Supplier IT Assessment Form details of any limitations / restrictions of all parties' IT systems. This should as a minimum determine limitations on files size and restrictions on use of versions of software.  |
| 4.1.3  | The Contractor is responsible for procuring, testing and implementing any required IT infrastructure, hardware and software during the Mobilisation Period as notified by the Project Manager.  |
| <b>4.2. Reference Information</b>              |   |
| 4.2.1  | Reference information pertaining to the development of Production Information and Handover Information will be provided via the Authority's Document Management System (as described in <b>Schedule 26 (Systems and Integration)</b> ) and the CDE.   |
| <b>4.3. Common Data Environment (CDE)</b>      |   |
| 4.3.1  | The Contractor's Production Information and Handover Information will be produced, used and managed through the CDE.  |
| 4.3.2  | The Authority provides, manages and maintains the Systems identified in <b>Schedule 26 (Systems and Integration)</b> for BIM CDE functionality in accordance with the EIR. The Authority ensures accessibility to the Contractor in line with <b>Schedule 26 (Systems and Integration)</b> .  |
| 4.3.3  | The Contractor will generate all Production Information and Handover Information within the "Contractor Information Production Management Systems" as defined in <b>Schedule 26 (Systems and Integration)</b> , configured, managed and maintained in accordance with BS ISO 19650: 1&2 processes. The Contractor ensures accessibility for Contractor Personnel. The Contractor Personnel share all agreed Production Information and Handover Information in accordance with the Contract with the Authority via the CDE in accordance with the Contract. |
| 4.3.4  | Details relating to the CDE and associated processes are found in Authority standard "S1760 Common Data Environment".   |
| 4.3.5  | In the event that Contract Document files pass through an environment that cannot track meta-data (Microsoft Windows, CD, email etc.) then the mandatory file meta-data is delivered with the associated Contract Document files, in an editable format.  |

|                               |  |   |                    |
|-------------------------------|--|---|--------------------|
| 4.3.6                         | The following systems will be used for the Contract's CDE:   |   |                    |
|                               | Information Type   | System  |                    |
|                               | Structured information containers-<br>Graphical  | CAD Information Exchange<br>Management System |                    |
|                               | Structured information containers-<br>Non-Graphical  | Authority's<br>System                         | Project<br>Control |
|                               | Unstructured information<br>containers- Documentation  | Authority's<br>System                         | Project<br>Control |
| 4.4. Collaboration Process    |  |   |                    |
| 4.4.1                         | All Production Information and Handover Information is checked, approved and verified as it passes through the CDE.  |   |                    |
| 4.4.2                         | The level and types of checks and approvals are determined by the purpose for which the Production Information and Handover Information is being shared (refer to <b>section 6</b> of Authority standard "S1760 Common Data Environment").   |   |                    |
| 4.4.3                         | The Contractor will provide the following details:<br><br>1) processes for checking, approving and verifying Production Information and Handover Information within the CDE;<br><br>2) triggers for sharing / exchanging Production Information and Handover Information; and<br><br>3) purposes of sharing / exchanging Production Information and Handover Information.  |   |                    |
| 4.5. Electronic Data Exchange |  |   |                    |
| 4.5.1                         | Without prejudice to the Contractor's obligations under Contract and this EIR, the Contractor does not warrant, expressly or impliedly, the integrity of any electronic data during the course of its transmission via the Common Data Environment, provided that the Contractor has transmitted and verified such electronic data in accordance with the EIR.   |   |                    |
| 4.5.2                         | The Contractor has no liability to the Authority in connection with any corruption or unintended alteration of the electronic data in a model which occurs after it has been transmitted to the CD and verified by the Contractor, in each case in accordance with the Contract and the EIR, save where such corruption or alteration is a result of the Contractor's failure to comply with the EIR, the Contract or the Contractor's failure to use due skill and care in the transmission or verification of the electronic data. |   |                    |

## 5. DIGITAL ENGINEERING

### 5.1. Data Exchange Formats

5.1.1 Graphical data, non-graphical data and Documentation, to be exchanged between the Authority and the Contractor shall be in the file format(s) as follows:

| Data / Information                                    | Exchange Format   |
|---|-------------------|
| Asset data (non-graphical data)                       | XLSX              |
| COBie data only to be included if COBie is to be used | XLSX              |
| Native models (graphical data)                        | DWG               |
| Point Cloud Data                                      | IMP<br>PTS<br>POD |
| Federated models (graphical data)                     | NWD               |
| 4D simulation (graphical data and non-graphical data) | NWD               |
| Cost data (non-graphical data)                        | XLSX              |
| Programmes  | MPP               |
| Documentation   | PDF               |

5.1.2 The Contractor will provide details of how they will address interoperability issues.

### 5.2. Library of Objects

5.2.1 Contractor may provide a library of 3D CAD objects through the CDE for approval for use and inclusion within TfL's library of objects.

5.2.2 Objects provided by Contractor are delivered through the CDE in their native format.

5.2.3 The Contractor will ensure (and provide evidence that) all objects provided by Contractor and their Sub-Contractors and sub-consultants of any tier, are compliant with BS8541-1, BS8541-2, BS8541-3 and BS8541-4.

5.2.4 The Contractor ensures that the minimum attribute data (non-graphical data) is attributed to the objects. This is agreed with the Authority to determine the level of any data to be included in the graphical model.



### 5.3. Coordinates

|       |   |
|-------|---|
| 5.3.1 | <p>The following are exchanged, through the CDE, compliant with the OS Grid</p> <ol style="list-style-type: none"><li>1) Survey information, including mapping; and</li><li>2) Production Information and Handover Information representing the fixed geographical location of an asset(s).</li></ol> |
|-------|---|

## **ANNEX G9: AUTHORITY DRAWING STATEMENTS OF REQUIREMENTS**

### **Authority Drawing Statements of Requirements**

#### **For SLDs:**

| Document   | Version/Issue | Date       |
|--|---------------|------------|
| TES-401 - (SQA-0451) Traffic Signal Drawing Standard | 3             | April 2021 |
| TES402 – Streets OVD Drawing Standard                | 1             | May 2021   |
| TES-403 – Streets VMS Drawing Standard               | 1             | May 2021   |

#### **For As-Built Drawings:**

| Document                                   | Version/Issue | Date          |
|--|---------------|---------------|
| S1037 Computer Aided Design (CAD) Standard | A4            | February 2020 |

**ANNEX G10 –NOT USED**



## ANNEX G11: CONDITION ASSESSMENT GUIDELINES

### 1. CONDITION ASSESSMENT GUIDELINE

#### 1.1. Purpose

This Annex G11 contains condition assessment guidance specific to the Authority which is to be used to gather data to inform investment priorities and asset management planning for ATS, VMS and OVD assets. It outlines the condition assessment rating categories used by the Authority to gain an accurate indication of the condition of an asset's individual components. The inspections are to be carried out by the Contractor.

The aims of the document are to assist the Contractor's inspector in:

- (1) Identifying common and possible defects and appreciate their causes and consequences; and
- (2) Making a judgment on the "severity" and extent", in line with **section 1.4** of this Annex, of the defect that would be consistent with another inspectors' judgement.

Unless otherwise stated, the requirements in this Annex G11 are the responsibility of the Contractor.

## **1.2. Inspections**

The main purpose of condition assessment surveys is to assess the physical condition of the asset to provide information that informs investment priorities and asset management planning.

These inspections:

- (1) Provide regular data on asset condition;
- (2) Enable reporting and monitoring of asset condition and performance over time; and
- (3) Inform investment priorities and asset management strategies and plans.

A condition inspection will include at least the following high-level activities.

- (4) A visual inspection as detailed below;
- (5) The frames, covers and surrounds of access chambers to be visually inspected and checked to confirm they are present and correctly secured;
- (6) The production of an inspection record and recommendations, including entry of the information into an Asset Management information System (AMIS).

Visual inspections will provide information on the physical condition of all visible elements of the Site (as defined below). They must comprise a close examination of all inspectable parts of the system. Equipment may be opened, and parts exposed. Checks of those parts of the system that are therefore not inspected under a condition visual inspection will be completed under service inspections.

A visual inspection will utilise access Equipment and/or Traffic Management works as necessary.

Visual inspections will be undertaken by Contractor staff with experience and knowledge of the assets on a Site. The inspectors will review the equipment records to familiarise themselves with the Equipment details and possible defects, the condition at the time of the last inspection and any significant recent maintenance work or modifications since the last inspection. A visual inspection must record, as a minimum, the location, severity and extent of any defects.

Any Fault identified during the inspection and reported within 48 (forty-eight) hours of a Condition Inspection will be excluded from the Availability calculation provided such Fault is fully Cleared within 2 (two) weeks from the date on which the Fault was confirmed on the System by the Authority.

## **1.3. Inspection Requirements**

### **1.3.1 Control Equipment**

A visual inspection of control equipment will include an examination of the cabinet for signs of material degradation, protective coating failure and damage. This will include visual inspection of doors, locks and hinges. A similar visual inspection will need to be carried out for the base if present. The control equipment will be opened, and inspection completed for the Controller enclosure, monitoring and control units and control linking. Any link cable or other non-detector cable slot-cutting surfaces must be checked for signs of material degradation and damage, and there are no exposed elements.

#### 1.3.2 Detection

A visual inspection of the detection will include only an examination for the sub-surface Equipment (loops including the full length of slot-cutting, any carriageway loop boxes, magnetometer studs) of the vehicle detection.

The visual inspection will check for signs of material degradation, damage, checking the condition of bitumen or resin and that there are no exposed elements of the detector loop cable or stud. A condition score is not required for the pedestrian detection and ancillary Equipment, but any Faults must be reported to the Authority Asset Operations Response Desk via the System.

#### 1.3.3 Communication

A visual inspection of the communication Equipment must include an examination for signs of material degradation, protective coating failure and damage. The communication Equipment cabinet must be opened and inspected inside.

#### 1.3.4 Poles and Mast Arms

A visual inspection of the poles must include an examination of the pole and pole caps and any doors or covers to assess the condition of the material, protective coating and any damage to the poles that may have resulted in deformation.

A visual inspection of the pole's foundation must include an examination of any exposed parts of a foundation and any retention socket if present, grouting and holding down bolts. It will also include an assessment of any settlement or rotation of the pole from the foundation, plates and covers being present and correctly secured on retention sockets, and an examination of the ground condition in vicinity of the pole to check for degradation or voids.

#### 1.3.5 Mountings / Brackets

A visual inspection of traffic signal and miscellaneous Equipment mountings/brackets must include a close examination of any brackets or fixings that are part of the Traffic Signal Installation to determine suitability, to assess if they are securely fastened, and assess any degradation in material, protective coating or loss of fixings.

#### 1.3.6 Signals



A visual inspection of signals must include an examination of the vehicle signal heads, cycle signals, pedestrian signal head and regulatory signs for signs of material degradation, protective coating failure and damage. The inspection must check that the signal heads and aspects are present and securely fastened.

A similar visual inspection must be carried out for all hoods, cowls and/or louvres affixed to the signal head. The inspection will check that all masks on signal aspects match the approved drawing and all aspects illuminate. Condition is not scored on the alignment of signals but any misalignment that is deemed to be a safety Fault must be rectified if safe to do so and reported to the Authority Asset Operations Response Desk via the System.

#### 1.3.7 Push Button Unit / Nearside Signals

A visual inspection of push button units/nearside signals would include an examination of the case, tactile rotating cones and illuminations for signs of material degradation, protective coating failure and damage. The inspection for tactile rotating cones, should check for smooth, unimpeded rotation. The inspection must ensure all aspects illuminate.

#### 1.3.8 Miscellaneous Equipment

A visual inspection of the miscellaneous equipment must include an examination of the blind spot safety mirrors for alignment, signs of material degradation, protective coating failure and damage. A condition score is not required for the photoelectric (PE) cells, but any Faults must be rectified if safe to do so and reported to the Authority Asset Operations Response Desk via the System.

#### 1.3.9 Electrical System

A visual inspection of an electrical system will include only an examination for the feeder pillar of the power supply and any local isolation pillars for signs of material degradation, protective coating failure and damage. This will include visual inspection of doors, and locks and hinges if visible. The electrical system will be opened and visual inspection inside completed for the isolation Equipment, and isolation/protective device.

#### VMS and Other Matrix Signs Inspection Requirements

#### 1.3.10 Control Equipment

A visual inspection of control equipment must include an examination of the cabinet for signs of material degradation, protective coating failure and damage. This will include visual inspection of doors, locks and hinges. A similar visual inspection will need to be carried out for the base if present. The control equipment will be opened, and inspection completed for the controller enclosure.

|   |
|---|
| 1.3.11 Communication  |
| A condition score is not required for the communication equipment, but any Faults must be reported to the communications provider as required and the Authority Asset Operations Response Desk via the System.  |
| 1.3.12 Supporting Structure   |
| The supporting structure will be condition surveyed under other arrangements made by the Authority. Therefore, a condition score is not required for the supporting structure, but any Faults should be checked and reported to the Authority Asset Operations Response Desk via the System.  |
| 1.3.13 Signs/fascia   |
| A visual inspection of signals must include an examination of the sign unit for signs of material degradation, protective coating failure and damage. The inspection must ensure all display and warning signs illuminate.  |
| 1.3.14 Miscellaneous Equipment  |
| A condition score is not required for photo-electric (PE) cells, but any Faults must be reported to the Authority Asset Operations Response Desk via the System.  |
| 1.3.15 Electrical System  |
| A visual inspection of an electrical system must include an examination for the feeder pillar of the power supply and any local isolation pillars for signs of material degradation, protective coating failure and damage. This will include visual inspection of doors, locks and hinges. The electrical system will be opened and visual inspection inside completed for the isolation equipment, and isolation/protective device.           |
| OVD Inspection Requirements   |
| 1.3.16 Control equipment  |
| A visual inspection of control equipment will include an examination of the cabinet for signs of material degradation, protective coating failure and damage. This will include visual inspection of doors, locks and hinges. A similar visual inspection will need to be carried out for the base if present. The control equipment will be opened, and inspection completed inside for the controller enclosure, monitoring and control unit. |
| 1.3.17 Detection  |

A visual inspection of the detection will include only an examination for the subsurface Equipment (loops including the full length of slot-cutting, any carriageway loop boxes, magnetometer studs) of the detection. The visual inspection must check for signs of material degradation, damage, checking the condition of bitumen or resin and that there are no exposed elements of the detector loop cable or stud. A condition score is not required for the ancillary Equipment, but any Faults must be reported to the Authority Asset Operations Response Desk via the System.

#### 1.3.18 Communication

A visual inspection of the communication Equipment must include an examination for signs of material degradation, protective coating failure and damage. The communication Equipment will be opened inspection inside completed for anything inside the cabinet and/or associated communications housing.

#### 1.3.19 Poles

A visual inspection of the poles must include an examination of the pole and pole caps where fitted, to assess the condition of the material, protective coating and any damage to the poles that may have resulted in deformation.

A visual inspection of the pole's foundation must include an examination of any exposed parts of a foundation and any retention socket if present, grouting and holding down bolts. It will also include an assessment of any settlement or rotation of the pole from the foundation, plates and covers being present and correctly secured on retention sockets, and an examination of the ground condition in vicinity of the pole to check for degradation or voids.

#### 1.3.20 Mountings / Brackets

A visual inspection of OVD and miscellaneous Equipment mountings/brackets must include a close examination of any brackets or fixings that are part of the OVD Installation to determine suitability, to assess if they are securely fastened, and assess any degradation in material, protective coating or loss of fixings.

#### 1.3.21 Signs / Fascia

A visual inspection of signs and their fascia's must include an examination of the sign unit for signs of material degradation, protective coating failure and damage. A check of the display and warning signs should include noting if the site is operating in "safe mode" - i.e. with no message shown but the amber lanterns flashing. This Fault must be reported to the Authority Asset Operations Response Desk via the System.

#### 1.3.22 Miscellaneous Equipment

A condition score is not required for PE cells, but any Faults must be reported to the Authority Asset Operations Response Desk via the System.



#### 1.3.23 Electrical System

A visual inspection of an electrical system must include an examination for the Feeder Pillar of the power supply and any local isolation pillars for signs of material degradation, protective coating failure and damage. This will include visual inspection of doors, locks and hinges. The electrical system will be opened, and visual inspection completed for the isolation equipment, and isolation/protective device.

### 1.4. Condition Recording

#### 1.4.1 Condition Indicator

The document "Management of Electronic Traffic Equipment, A Code of Practice" (Roads Liaison Group, 2011), states:

"all items of electronic traffic equipment require inspection and maintenance to ensure that they: are safe, operate correctly, continue to provide the designed performance, and that the length of their life cycles is maximised".

The condition inspection supports the Authority's aim to:

- (1) ensure that the asset is safe for use and fit for its intended purpose; and
- (2) capture data for the asset management regime.

The approach in the Inspection Manual for Highway Structures (Highways Agency, 2007) provides guidance on how condition data should be collected and is the method adopted by the Authority and should be adapted by the Contractor. Inspectors should be aware of and follow this procedure, and should refer to the relevant documents, when necessary. The relevant adapted definitions are presented in this section.

These definitions assist the inspector in determining the most appropriate category for each level 2b component (as defined in the consistent element inventory (CEI) excel sheet for electronic traffic equipment provided in **Schedule 27**) and relates to the following aspects:

- (3) The types of observable deterioration mechanisms;
- (4) How they are assessed in terms of severity;
- (5) How they are assessed in terms of extent; and
- (6) The element where the defect has occurred.

The condition indicators provided below are a qualitative measure of stock condition used to develop financial strategies for future maintenance and investment. The data collected is considered objective and therefore comparable from location to location and asset type to asset type.

The condition indicators consist of an asset's defect severity and the extent as defined below. When assessing the asset, a condition indicator will need to be provided for the level 2b component based on the severity and extent. Defect severity is defined as the degree to which the defect/damage affects the function of the component or other components on the asset. Defect extent is defined as the area, length or number (as appropriate) of the component affected by the defect/damage.

The severity must be assigned by selecting a relevant defect category from Table 4 in below and assigning it to the level 2b component. For example, for a push button unit, if there are chips and cracks of the finishing coat, then the defect category (from Table 4) would be 6.1 with a severity of 3 for the unit (level 2b component). However, if a relevant defect category cannot be established, then the severity should be assigned based on the general severity descriptions from Table 1 below.

The extent should then be assigned to the level 2b component based on the definitions provided in Table 1 below.

Once a condition indicator has been provided for the component, the specific element where the defect has occurred will need to be stated based on the element codes provided in the attribute criticality sheet of the CEI excel file. For instance, if the defect was to be found on the case of the push button unit of the traffic signal asset, the element code would be '7.1' to specify the defect location.

Table 1: Severity and extent codes

| Severity |  | Extent |   |
|----------|--|--------|---|
| Code     | Description  | Code   | Description   |
| 1        | As new condition or defect has no significant effect on the component (visually or functionally)       | A      | No significant defect.                                  |
| 2        | Early signs of deterioration, minor defect/damage, no reduction in functionality of component.         | B      | Slight, not more than 5% of surface area/length/number. |
| 3        | Moderate defect/damage, some loss of functionality could be expected.                                  | C      | Moderate, 5% - 20% of surface area/length/number.       |
| 4        | Severe defect/damage, significant loss of functionality and/or component is close to failure/collapse. | D      | Wide: 20% - 50% of surface area/length/number.          |
| 5        | The component is non-functional/failed.  | E      | Extensive, more than 50% of surface area/length/number. |

#### 1.4.2 Severity and Extent Ratings with Visual Inspections



The table below provides guidance for reporting the severity and extent of defects when more than one defect is affecting a particular component. This is based on whether there is one dominant defect, or whether several defects are either interacting or the cumulative effect of several defects is more important than the effect of anyone.

Table 2: Definition of dominant or interacting defects

|          | Dominant Defect is Present:  | Interacting Defects, or No Dominant Defect is Present:   |
|----------|--|--|
| Severity | When the severity of one defect is adjudged to be at least one severity category higher than any other defect on the component,<br><br>an<br><br>Other defects do not reduce the functionality of the component beyond that caused by the dominant defect, then the severity for the component is defined based on this dominant defect. | Where the cumulative effect of several defects is adjudged to be the same as, or worse than, the effect of the dominant defect then the severity code should be reported based on the cumulative effect of all the defects on the component,<br><br>or<br><br>Where no dominant defect is evident, the severity should be based on the cumulative effect of the defects the inspector feels are relevant |
| Extent   | The Extent code in this case should correspond to the area affected by the dominant defect alone.  | The extent code in this case should correspond to the area affected by all defects considered in assessing the severity.   |

Some components are groups of like elements and their ratings will need to be an aggregate of the elements within that group as per Table 3. The severity and extent should be based on those aggregations and where there are dominant or interacting defects, Table 2 should be used to determine the overall severity and extent of the group.

Table 3: Groups of aggregated elements

| Components           | Aggregation  |
|----------------------|--|
| Detection            | All inspected detection on the same site           |
| Mountings / Brackets | All elements on the same pole/supporting structure |
| Signals              |  |

If a component or element can only partially be seen in a visual inspection due to restricted views by design and a defect(s) is identified, then the severity of

what can be seen shall be assumed for the hidden part as well. The extent rating should be based on the visible parts of the component.

If all or part(s) of the element(s) cannot be viewed (e.g. due to temporary restricted access), then care must be taken in allocating any of the component a severity/extent. The rating is based on the worst severity of the listed elements that can be seen and recorded as a partial inspection.

If a component cannot be viewed in a visual inspection (e.g. control equipment obscured by hoarding), then the severity and extent will not be populated, but recorded as not inspected with a reason and photograph if applicable.

If the inspector is confident the whole component has been viewed, and there are no significant defects, then they may score 1A. (inspector should not score 1A for component which they have not seen but would be able to be viewed with better access equipment. This can give a false condition for the component.)

Components with defects noted are to be provided with a comment identifying the root cause if possible. Where a defect has been recorded at a previous inspection, the inspector should review the defect and record the status (improved/no change/degraded) and the reason for any change e.g. repairs/maintenance have/have not been undertaken or the Inspector does not agree with previous score.

## **1.5. Defect Recording**

### **1.5.1 General**

This section provides guidance on how defects should be recorded and what information should be captured as part of condition inspection.

Opportunities should be taken to record all available attribute information on the Asset Inventory if not already available, including the original installation date, material information or dimensions. This must be submitted to the Authority as part of the Condition Inspection report.

### **1.5.2 Categorising and Describing Defects**

Defect categories are the basis for classifying defects and recording the defect severity. As well as identifying the most appropriate severity, extent, element codes and defect category, the inspector must describe the defect, in detail for a visual inspection. This must include measurements and photos, where appropriate, and a clear indication of the location.

The reporting of defects for a visual inspection must include:

- Location and description, including dimensions; and
- Possible cause.

### **1.5.3 Safety Defects**

Safety defects are Emergency Faults which must be actioned immediately as they pose an immediate or likely danger to the users.

Should anything that is deemed to be a safety defect by the inspector be identified on Site, the Authority Asset Operations Response Desk must be contacted immediately and the Contractor will put measures in place to satisfactorily mitigate the hazard within two (2) hours of confirming as an Emergency Fault.

#### 1.5.4 Reactive Maintenance Faults

Some defects are Faults which will require rectification to be implemented without delay. Any Faults that impact on the function of a Site must be reported to Authority Asset Operation Response Desk within 48 (forty-eight) hours of becoming aware and rectified by the Contractor within two (2) weeks of the Fault being confirmed on the System by the Authority. Faults not rectified within this period will be included in the Availability calculation.

#### 1.6. Possible Causes of Defects

The "National Motorway Communication System (NMCS) Maintenance Instruction Technology" document (Highways Agency, 2010) provides a list of possible defects for CCTV assets which can be applied to other similar assets. An inspector carrying out visual inspections must have a thorough understanding of the following phenomena:

- Corrosion;
- Damage; and
- Paint and protective coating defects.

#### 1.7. Inspection Reporting

At the time of any inspection or operational visit, assets evaluated as being in poor condition should be highlighted and notified to the Authority.

An inspector carrying out a visual inspection will collect the following information:

- If the asset does not exist in the Site's current Equipment schedule version, provide relevant attributes to enable their addition – including quantity, make, model, serial number(s) (where available); Severity and extent ratings, element codes for defect location and defect category according to **section 4** for all components or group of components identified in the asset register; and

Commentary on defects as described in **paragraph 1.4.2.**



## 1.8. Defect Category

Table 4: List of defect category codes with severity descriptions

| No | Item      | Severity |                                |   |  |   |  |
|----|-----------|----------|--------------------------------|---|--|---|--|
|    |           | 1        |                                | 2   | 3  | 4   | 5  |
| 1  | Metalwork | 0.1      | No signs of rusting or damage. | Minor surface rusting no pitting or perforation.          | Moderate pitting.  | Deep pits and perforations (localized severe corrosion).  | Multiple large deep pits and perforations and heavy corrosion. |
|    |           | 0.2      | No loss of section thickness.  | Minor section loss (penetration less than 5% of section). | Moderate section loss causing some reduction in functionality (penetration 5 to 20% of section thickness). | Major section loss causing significant reduction in functionality (penetration more than 20% of section). | Collapsed or collapsing.                                       |
|    |           | 0.3      | or damage of weld runs.        | Slight corrosion of weld run                              | Crack at toe of weld, moderate reduction in size of weld due to corrosion.                                 | Longitudinally cracked weld, major reduction in size of weld due to corrosion.                            | Weld connection failure (longitudinal crack).                  |
|    |           | 0.4      | No cracks observed.            | N/A   | N/A  | Minor localised hairline crack.   | Visible crack across the element.                              |
|    |           | 0.5      | No damage.                     | Slight impact deformation of                              | Moderate impact deformation of metalwork and the   | Major impact deformation of metalwork and the   | Knocked down, broken or major impact                           |

|   |                    |     |   |   |  |   |   |
|---|--------------------|-----|---|---|--|---|---|
|   |                    |     |   | metalwork and no alignment issues.  | element is misaligned.   | element is misaligned.  | deformation of metalwork and misalignment is causing a hazard.  |
| 2 | Bolts/nuts /rivets | 0.1 | rivets are missing or loose.                            | Incorrect bolts / nuts / rivets / washer fitted, but elements supported are still in place.                               | Bolts / nuts / rivets are loose, but elements supported are still aligned.   | Bolts / nuts / rivets are missing, but elements supported are still in place and misaligned.                  | The component has failed due to missing/lose bolts/nuts/rivets, regardless of how many are missing/loose. |
|   |                    | 0.2 | corrosion/ damage to bolts/nuts/ rivets/ washers.       | Minor corrosion / wear of bolts / nuts / rivets / washers.  | Moderate corrosion / wear of bolts / nuts / rivets / washers.  | Unserviceable due to bolt / nuts / rivets damage  | N/A   |
| 3 | Plates             | 0.1 | Plates/covers are in good condition, securely attached. | A plate / cover is slightly defective, either bent or loose, but it is not causing any loss of functionality or a hazard. | A plate / cover is significantly loose or heavily damaged but is generally functional and is not causing a hazard. | A plate / cover is missing, but not causing a significant hazard, but may affect durability in the long term. | A plate/cover is missing or sufficiently loose to cause a significant hazard to users.                    |



|   |                                   |     |   |  |   |   |  |
|---|-----------------------------------|-----|---|--|---|---|--|
| 4 | Plastic panels                    | 0.1 | No obvious damage.                                    | Superficial scratching / cracks / crazing or some evidence of adhesive residue. No impact to legibility / functionality. | More obvious scratching / cracks / crazing or scour marks / cleaning stains. No impact to legibility / functionality.                 | Major damage or significant surface damage or obvious yield (whitening) or significant cracks through material. The legibility / functionality is impacted. | Plastic panels are missing or failure of panel due to cracking, shearing or yielding, causing significant hazard to users. |
| 5 | Foundations                       | 0.1 | No visible movement of foundation.                    | No visible movement, but cracks visible of foundation.   | Minor movement of foundation.   | Major movement of foundation.   | Failed/collapsed foundation.   |
| 6 | Paintwork and Protective Coatings | 0.1 | Finish coat/plastic coating sound, slight weathering. | Minor or slight Spots, chips and cracks of the finishing coat and / or plastic coating.                                  | Moderate Spots, chips and cracks of the finishing coat, undercoat exposed but sound or plastic coating scratched / cracked / scuffed. | Failure of finishing coat and spots, chips and cracks to undercoat / substrate or torn plastic coating exposing metalwork underneath.                       | N/A – Refer to 1 Metalwork for rust/corrosion.   |

|   |  |     |                          |  |  |  |                     |
|---|--|-----|--------------------------|--|--|--|---------------------|
| 7 | Graffiti   | 0.1 | No graffiti              | Non-offensive graffiti within public view or stickers / flyers which do not affect legibility / functionality.             | N/A  | N/A  | Offensive Graffiti. |
| 8 | Aesthetic Issues (possibly affecting long term durability e.g. algae, lichen, moss, leachate, efflorescence, water staining, general staining, etc.) | 0.1 | No aesthetic issues.     | Aesthetic issues not visible to public and / or low levels visible to the public. Not significant to long term durability. | N/A  | Aesthetic issues in areas of high public footfall. Affecting long term durability. | N/A                 |
| 9 | Vegetation   | 0.1 | Slight to no vegetation. | Low depth / density of vegetation cover, easily removed.   | Significant depth / density of vegetation, impacting access. | Significant depth / density of vegetation, impacting legibility / functionality.   | N/A                 |

|    |                           |     |  |       |   |  |   |
|----|---------------------------|-----|--|-------|---|--|---|
| 10 | Pigeon proofing/<br>Guano | 0.1 | None,<br>insignificant<br>defect to the<br>pigeon<br>proofing,<br><br>insignificant<br>deposits of<br>guano. | N / A | Missing spikes or<br>gaps at<br>connections.<br>Guano build up<br>could affect<br><br>durability of<br>element. | Missing spikes<br>and evidence of<br>large volumes of<br>guano affecting<br>aesthetics and<br>operative H&S. | Issue of pigeon<br>proofing/guano<br>likely to cause<br>complaint from the<br>public or<br><br>Health and Safety<br>concern |
|----|---------------------------|-----|--|-------|---|--|---|



## ANNEX G12: COMMISSIONING AND HANDOVER DOCUMENTATION

| Documentation                | Pre-Commissioning                        | LAT   | SAT   | Post-Commissioning  |
|------------------------------|--|---|---|---|
| Contractor's Detailed Design | Uploaded on the System by the Contractor | Revised on the System by the Contractor (if required)   | Revised on the System by the Contractor (if required)   | Revised on the System by the Contractor (if required)   |
| Equipment schedule version   | Drafted on the System by the Contractor  | Revised on the System by the Contractor (if required)   | Revised on the System by the Contractor (if required)   | Revised (if required) by the Contractor and made live version in association with the signed Take-Over Certificate. |
| Take-Over Certificate        | Draft made ready for use on the System   | Take-Over Certificate Signed by the Contractor (mandatory) and the Authority representative (if required) | Take-Over Certificate Signed by the Contractor (mandatory) and the Authority representative (if required) | Draft version updated and made the live version on the System   |
| Timing Sheet (if applicable) | Draft made ready for use on the System   | Marked up and uploaded  | Marked up and uploaded  | Draft version updated and made the live version on the System   |

| Documentation                              | Pre-Commissioning | LAT            | SAT            | Post-Commissioning        |
|--|-------------------|----------------|----------------|---------------------------|
| Residual Risks / Hazard Register           | Uploaded          | Uploaded       | Uploaded       | Uploaded                  |
| TM Drawings                                | Uploaded          | Not Applicable | Not Applicable | Not Applicable            |
| Electrical Test Certificate                | Uploaded          | Signed         | Not Applicable | Uploaded (signed version) |
| SQA-0370 TES-200 Appendix E – Test Results | Not Applicable    | Not Applicable | Not Applicable | Uploaded                  |
| Red line drawing                           | Not Applicable    | Present        | Present        | Uploaded                  |
| As Built Drawing(s) / Site Layout Drawing  | Not Applicable    | Not Applicable | Not Applicable | Uploaded                  |
| Operation and Maintenance Manuals          | Uploaded          | Not Applicable | Not Applicable | Not Applicable            |

## ANNEX G13: HIGHWAYS TECHNICAL SPECIFICATION

|     |   |           |
|-----|---|-----------|
| 1   | <b>General</b>  |           |
| 1.1 | <p>The Contractor will deliver civil engineering Works and Services, including design and installation, as required in Schedule 3 Part 1 <b>paragraphs 1.1.7 and 1.1.8</b> in line with the requirements set out in the following appendices to this Annex G13:</p> <ul style="list-style-type: none"> <li>• Appendix A – TfL Highway Technical Specification Parts 1 and 2, and</li> <li>• Appendix B - TfL Highway Technical Specification Part 3</li> </ul> <p>and as interpreted in line with the requirements of <b>section 2</b> of this Annex G13.</p>   | Mandatory |
| 2   | <b>Interpretation</b>   |           |
| 2.1 | Any reference in Appendix A and Appendix B to “the Client” or to “the Client to the Contract” will be read as “the Authority”   | Mandatory |
| 2.2 | Any reference in Appendix A to “the Scope” or “the Client’s Scope” will be read as “the Build Brief”.   | Mandatory |
| 2.3 | Any reference in Appendix B to “the Client’s Scope” will be read as “the Build Brief”.  | Mandatory |
| 2.4 | <p><b>Paragraph 1.9</b> of Part 1 of Appendix A is to be replaced with:</p> <p>“19      a) Any reference in the SHW to “the Contract” will be read as “the Works Instruction” or “the Works Order” as the context of the requested activity or activities requires.</p> <p>            b) Any reference in the SHW to “the Contract” will be read as “the Works Instruction” or “the Works Order” as the context of the requested activity or activities requires.</p> <p>            c) Any reference in the SHW to “the contract specific” will be read as “the Works Instruction specific” or “the Works Order</p> | Mandatory |



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|     | <p>specific" as the context of the requested activity or activities requires.</p> <p>d) Any reference in this TfL Highway Technical Specification Parts 2 and 3 to "Task Order" will be read as "the Works Instruction" or "the Works Order" as the context of the requested activity or activities requires.</p> <p>e) Any reference in this TfL Highway Technical Specification Parts 2 and 3 to "Task Specific" will be read as "the Works Instruction" or "the Works Order" as the context of the requested activity or activities requires."</p>  |           |
| 2.5 | <p>In <b>paragraph 3</b> under the heading "106SR Design of Works by the Contractor General", sub-paragraphs a) and b) are to be replaced with:</p> <p>"a) CG 300 – Technical approval of highway structures;</p> <p>"b) CD 350 The design of highway structures; and"</p>   | Mandatory |
| 2.6 | <p>Under the heading "117MR Traffic Safety and Management":</p> <p>i) The heading "Pelican, Puffin and Toucan controlled crossings" is to be replaced with "Signal-controlled crossing facilities and Section 25 Crossings"</p> <p>ii) In paragraph 25 the words "pelican, toucan, puffin or zebra crossing" are to be replaced with "signal-controlled crossing facility or a Section 25 Crossing"</p> <p>where the terms "signal-controlled crossing facility" and "Section 25 Crossing" have the meaning set out in the Traffic Signs Regulations and General Directions.</p> <p>iii) In paragraph 25 replace the second sentence with ""The Contractor will take the crossing out of service as required by the Works, provide traffic management to safely accommodate the removal of the facility in line with Schedule 16 Permitting, Traffic Management and Lane Rental, and arrange re-instatement of the</p> | Mandatory |

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|  | crossing before or on completion of the Works, as the on-street situation and testing requirements allow.”. |  |
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Documentation include within **Schedule 27**

| Document  | Version/Issue | Date        |
|---|---------------|-------------|
| Technical Specification (Surface Transport Infrastructure Construction Framework) Ref: tf1_scp__001746d – Parts 1,2 and 3 | 1.4           | 23 Jul 2020 |

### TfL Highways Technical Specification



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### Appendices to TfL Highways Technical Specification



tf1\_scp\_001746d\_sc  
h3\_app\_3\_technical

#### **ANNEX G14: Authority Furnished Assets List**

To be populated at a future date should the Authority utilise Authority Furnished Assets during the Term of this Contract.