

32.4 The Remedial Adviser's overall objective shall be to mitigate the effects of, and (to the extent capable of being remedied) to remedy, the Intervention Cause and to avoid the occurrence of similar circumstances in the future. In furtherance of this objective (but without diminishing the Concessionaire's responsibilities under this Agreement), the Parties agree that the Remedial Adviser may undertake any one (1) or more of the following actions:

- (a) observe the conduct of and work alongside the Concessionaire Personnel to the extent that the Remedial Adviser considers reasonable and proportionate having regard to the Intervention Cause;
- (b) gather any information the Remedial Adviser considers relevant in the furtherance of its objective;
- (c) write reports and provide information to TTL in connection with the steps being taken by the Concessionaire to remedy the Intervention Cause;
- (d) make recommendations to TTL and/or the Concessionaire as to how the Intervention Cause might be mitigated or avoided in the future; and/or
- (e) take any other steps that TTL and/or the Remedial Adviser reasonably considers necessary or expedient in order to mitigate or rectify the Intervention Cause.

32.5 The Concessionaire shall:

- (a) work alongside, provide information to, co-operate in good faith with and adopt any reasonable methodology in providing the Services recommended by the Remedial Adviser;
- (b) ensure that the Remedial Adviser has all the access it may require in order to carry out its objective, including access to the Concessionaire Effects;
- (c) submit to such monitoring as TTL and/or the Remedial Adviser considers reasonable and proportionate in respect of the Intervention Cause;
- (d) implement any reasonable recommendations made by the Remedial Adviser that have been approved by TTL within the timescales given by the Remedial Adviser; and
- (e) not terminate the appointment of the Remedial Adviser prior to the end of the Intervention Period without the prior consent of TTL (such consent not to be unreasonably withheld).

32.6 The Concessionaire shall be responsible for:

- (a) the costs of appointing, and the fees charged by, the Remedial Adviser; and
- (b) its own costs in connection with any action required by TTL and/or the Remedial Adviser pursuant to this Clause 32 (Remedial Adviser).

32.7 If:

- (a) the Concessionaire:

- (i) fails to perform any of the steps required by TTL in an Intervention Notice; and/or
- (ii) is in Default of any of its obligations under Clause 32.5 (Remedial Adviser); and/or
- (b) the relevant Intervention Trigger Event is not rectified by the end of the Intervention Period,

(each a "**Remedial Adviser Failure**"), TTL shall be entitled to terminate this Agreement pursuant to Clause 36.1(d) (Termination by TTL).

33 STEP-IN RIGHTS

- 33.1 The Concessionaire shall develop, within sixty (60) Working Days of the Effective Date or such longer period which TTL shall, in its absolute discretion, determine, a detailed step-in plan in the form reasonably requested by TTL ("**Step-In Plans**").
- 33.2 The Concessionaire shall obtain the TTL Representative's written Approval of the Step-In Plans. The Concessionaire acknowledges and accepts that TTL's Approval shall not act as an endorsement of the Step-In Plans and shall not relieve the Concessionaire of its responsibility for ensuring that the Services are provided to the standard required by this Agreement.
- 33.3 On the occurrence of a Step-In Trigger Event, TTL may serve notice on the Concessionaire (a "**Step-In Notice**") that it will be taking action under this Clause 33 (Step-In Rights), either itself or with the assistance of a third party (provided that the Concessionaire may require any third parties to comply with a confidentiality undertaking equivalent to Clause 22 (Confidentiality)). The Step-In Notice shall set out the following:
- (a) the action TTL wishes to take and in particular the Services that it wishes to control (the "**Required Action**");
 - (b) the Step-In Trigger Event that has occurred and whether TTL believes that the Required Action is due to the Concessionaire's Default;
 - (c) the date on which TTL wishes to commence the Required Action;
 - (d) the time period which TTL believes will be necessary for the Required Action;
 - (e) whether TTL will require access to Concessionaire Assets and/or the Sites; and
 - (f) to the extent practicable, the impact that TTL anticipates the Required Action will have on the Concessionaire's obligations to provide the Services during the period that the Required Action is being taken.
- 33.4 Following service of a Step-In Notice, TTL shall:
- (a) take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;
 - (b) keep records of the Required Action taken and provide information about the Required Action to the Concessionaire;

- (c) co-operate wherever reasonable with the Concessionaire in order to enable the Concessionaire to continue to provide the Services in relation to which TTL is not assuming control; and
 - (d) act reasonably in mitigating the cost that the Concessionaire will incur as a result of the exercise of TTL's rights under this Clause 33 (Step-In Rights).
- 33.5 For so long as and to the extent that the Required Action is continuing, then the Concessionaire shall not be obliged to provide the Services to the extent that they are the subject of the Required Action.
- 33.6 If the Concessionaire demonstrates to the reasonable satisfaction of TTL that the Required Action has resulted in:
- (a) the degradation of any Services not subject to the Required Action; or
 - (b) the non-Achievement of a Key Milestone,
- beyond that which would have been the case had TTL not taken the Required Action, then the Concessionaire shall be entitled to an agreed adjustment in the Charges.
- 33.7 Before ceasing to exercise its step-in rights under this Clause 33 (Step-In Rights) TTL shall deliver a written notice to the Concessionaire (a "**Step-Out Notice**"), specifying:
- (a) the Required Action it has actually taken; and
 - (b) the date on which TTL plans to end the Required Action (the "**Step-Out Date**") subject to TTL being satisfied with the Concessionaire's ability to resume the provision of the Services and the Concessionaire's plan developed in accordance with Clause 33.8 (Step-In Rights).
- 33.8 The Concessionaire shall, following receipt of a Step-Out Notice and not less than twenty (20) Working Days prior to the Step-Out Date, develop for TTL's Approval a draft plan (a "**Step-Out Plan**") relating to the resumption by the Concessionaire of the Services, including any action the Concessionaire proposes to take to ensure that the affected Services satisfy the requirements of this Agreement.
- 33.9 If TTL does not Approve the draft Step-Out Plan, TTL shall inform the Concessionaire of its reasons for not Approving it. The Concessionaire shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to TTL for TTL's Approval. TTL shall not withhold or delay its Approval of the draft Step-Out Plan unnecessarily.
- 33.10 The Concessionaire shall bear its own costs in connection with any step-in by TTL under this Clause 33 (Step-In Rights), provided that TTL shall reimburse the Concessionaire's reasonable additional expenses incurred directly as a result of any step-in action taken by TTL under:
- (a) limbs (c) and (d) of the definition of a Step-In Trigger Event; or
 - (b) limbs (e), (f) and (g) of the definition of a Step-In Trigger Event (insofar as the primary cause of TTL serving the Step-In Notice is identified as not being the result of the Concessionaire's Default);

and the Concessionaire acknowledges and agrees that expenses shall not include direct or indirect loss of profit.

34 TTL CAUSE

34.1 In respect of any actual or potential TTL Cause, the Concessionaire shall:

- (a) if the TTL Cause is reasonably foreseeable (taking into account the Concessionaire's obligations under Clause 6 (Services), Clause 11.15 (Business Plan and Capital Investment) and Schedule 6.1 (Implementation Plans)) provide TTL with the earliest possible advance written notice of the circumstances which may lead to such TTL Cause by sending to TTL a notice (an **"Early Warning Notice"**) setting out details of:
 - (i) the potential TTL Cause and its likely effect on the Concessionaire's ability to meet its obligations under this Agreement; and
 - (ii) any steps which TTL can take to eliminate or mitigate the consequences and impact of such TTL Cause; and
- (b) if the TTL Cause is not reasonably foreseeable (taking into account the Concessionaire's obligations under Clause 6 (Services) and Schedule 6.1 (Implementation Plans)), upon the occurrence of that TTL Cause, provide TTL with prompt notice of such occurrence, such notice to be supplemented in all cases with written notice of such TTL Cause being given to TTL within three (3) Working Days of the Concessionaire becoming aware of the occurrence of such TTL Cause, setting out details of:
 - (i) the TTL Cause and its effect on the Concessionaire's ability to meet its obligations under this Agreement; and
 - (ii) any steps which TTL can take to eliminate or mitigate the consequences and impact of such TTL Cause.

34.2 Notwithstanding any other provision of this Agreement:

- (a) if the Concessionaire has failed to:
 - (i) Achieve a Key Milestone by its Milestone Date;
 - (ii) provide the Services in accordance with the Target Performance Levels; and/or
 - (iii) comply with its obligations under this Agreement,(each a **"Concessionaire Non-Performance"**), and the Concessionaire can demonstrate:
 - (A) that the Concessionaire Non-Performance would not have occurred but for a TTL Cause; and
 - (B) it has complied with its obligations under Clause 34.1 (TTL Cause); and/or

- (b) a Specific Change in Law occurs during the Term in accordance Clause 14.6 (Change in Law),

then a "**Relief Event**" shall occur.

34.3 If a Relief Event occurs (subject to the Concessionaire fulfilling its obligations in this Clause 34 (TTL Cause)):

- (a) the Concessionaire Non-Performance shall not be treated as being a breach of this Agreement to the extent the Concessionaire can demonstrate that the Concessionaire Non-Performance was caused by a TTL Cause;
- (b) TTL shall not be entitled to exercise any rights that may arise as a result of that Concessionaire Non-Performance:
 - (i) to terminate this Agreement pursuant to Clause 36.1(d) (Termination by TTL); or
 - (ii) to take action pursuant to Clauses 31 (Loss of Exclusivity), 32 (Remedial Adviser) or 33 (Step-In);
- (c) where the Concessionaire Non-Performance constitutes the failure to Achieve a Key Milestone by its Milestone Date:
 - (i) the Milestone Date shall be postponed by a period equal to the period of Delay that the Concessionaire can demonstrate was caused by the TTL Cause; and
 - (ii) if TTL, acting reasonably, considers it appropriate, the Implementation Plan shall be amended to reflect any consequential revisions required to subsequent Milestone Dates resulting from the TTL Cause; and
- (d) where the Concessionaire Non-Performance constitutes a KPI Failure the Concessionaire shall not be required to comply with the Rectification Plan Process set out in Clause 29 (Rectification Plan Process) to the extent that the Concessionaire can demonstrate that the KPI Failure was directly caused by the TTL Cause.

34.4 In order to claim any of the rights and/or relief referred to in Clause 34.3 (TTL Cause), the Concessionaire shall as soon as reasonably practicable (and in any event within ten (10) Working Days) after becoming aware that a TTL Cause has caused, or is reasonably likely to cause, a Concessionaire Non-Performance, give TTL notice (a "**Relief Notice**") setting out details of:

- (a) the Concessionaire Non-Performance;
- (b) the TTL Cause and its effect, or likely effect, on the Concessionaire's ability to meet its obligations under this Agreement;
- (c) any steps which TTL can take to eliminate or mitigate the consequences and impact of such TTL Cause; and
- (d) the relief claimed by the Concessionaire.

- 34.5 Following the receipt of a Relief Notice, TTL shall as soon as reasonably practicable consider the nature of the Concessionaire Non-Performance and the alleged TTL Cause and whether it agrees with the Concessionaire's assessment set out in the Relief Notice as to the effect of the relevant TTL Cause and its entitlement to relief, consulting with the Concessionaire where necessary.
- 34.6 The Concessionaire shall use all reasonable endeavours to eliminate or mitigate the consequences and impact of a TTL Cause, including any Losses that the Concessionaire may incur and the duration and consequences of any Delay or anticipated Delay.
- 34.7 Without prejudice to Clause 50.2 (Disputes), if a Dispute arises as to:
- (a) whether a Concessionaire Non-Performance would not have occurred but for a TTL Cause; and/or
 - (b) the nature and/or extent of the relief claimed by the Concessionaire,
- either Party may refer the Dispute to the Dispute Resolution Procedure. Pending the resolution of the Dispute, both Parties shall continue to resolve the causes of, and mitigate the effects of, the Concessionaire Non-Performance.
- 34.8 Any Change that is required to any Implementation Plan pursuant to this Clause 34 (TTL Cause) shall be implemented in accordance with the Change Control Procedure.

35 FORCE MAJEURE

- 35.1 Subject to the remaining provisions of this Clause 35 (Force Majeure) (and, in relation to the Concessionaire, subject to its compliance with its business continuity obligations in Schedule 2.3 (Standards) and Schedule 8.6 (Business Continuity and Disaster Recovery)), a Party may claim relief under this Clause 35 (Force Majeure) from liability for failure to meet its obligations under this Agreement for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Concessionaire in performing its obligations under this Agreement which results from a failure or delay by an agent, Sub-contractor or Concessionaire shall be regarded as due to a Force Majeure Event only if that agent, Sub-contractor or Concessionaire is itself impeded by a Force Majeure Event from complying with an obligation to the Concessionaire.
- 35.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 35.3 If the Concessionaire is the Affected Party, it shall not be entitled to claim relief under this Clause 35 (Force Majeure) to the extent that consequences of the relevant Force Majeure Event:
- (a) are capable of being mitigated by any of the Services, but the Concessionaire has failed to do so; and/or
 - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Agreement.
- 35.4 Subject to Clause 35.5 (Force Majeure), as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult

in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.

35.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Concessionaire is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

35.6 Where, as a result of a Force Majeure Event:

- (a) an Affected Party fails to perform its obligations in accordance with this Agreement, then during the continuance of the Force Majeure Event:
 - (i) the other Party shall not be entitled to exercise any rights to terminate this Agreement in whole or in part as a result of such failure other than pursuant to Clause 36.1 (Termination by TTL) or Clause 36.11 (Termination by the Concessionaire); and
 - (ii) neither Party shall be liable for any Default arising as a result of such failure;
- (b) the Concessionaire fails to perform its obligations in accordance with this Agreement:
 - (i) TTL shall not be entitled:
 - (A) during the continuance of the Force Majeure Event to exercise its rights under Clause 32 (Remedial Adviser) and/or Clause 33 (Step-In Rights) as a result of such failure; and
 - (B) to withhold any of the Charges pursuant to its rights to do so under this Agreement to the extent that a KPI Failure has been caused by the Force Majeure Event; and
 - (ii) the Concessionaire shall be entitled to receive payment of the Charges (or a proportional payment of them) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the terms of this Agreement during the occurrence of the Force Majeure Event.

35.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Agreement.

35.8 Relief from liability for the Affected Party under this Clause 35 (Force Majeure) shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Agreement and shall not be dependent on the serving of notice under Clause 35.7 (Force Majeure).

SECTION I – TERMINATION, EXIT MANAGEMENT

36 TERMINATION RIGHTS

Termination by TTL

36.1 TTL may terminate this Agreement by issuing a Termination Notice to the Concessionaire:

- (a) if this Agreement should not have been entered into in view of a serious infringement of obligations under European Law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU;
- (b) if there is a Declaration of Ineffectiveness;
- (c) if TTL has become aware that the Concessionaire should have been excluded under Regulation 38(8), (9), or (10) of the Concessions Contracts Regulations 2016;
- (d) if a Concessionaire Termination Event occurs;
- (e) if a Force Majeure Event endures for a continuous period of more than sixty (60) Working Days; or
- (f) if this Agreement has been substantially amended to the extent that the Concession Contract Regulations 2016 require a new procurement procedure,

and this Agreement shall terminate on the date specified in the Termination Notice.

36.2 Where TTL is:

- (a) terminating this Agreement under Clause 36.1(d) (Termination by TTL) due to the occurrence of either limb (a) and/or (h) of the definition of Concessionaire Termination Event, it may rely on a single material Default or on a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are cured) which taken together constitute a material Default; or
- (b) has the right to terminate this Agreement under Clause 36.1(d) or Clause 36.1(e) (Termination by TTL) it may, prior to or instead of terminating the whole of this Agreement, serve a Termination Notice requiring the Partial Termination of this Agreement provided that TTL may only terminate the Service Line which is affected by the relevant circumstances and not part thereof.

36.3 TTL may terminate the:

- (a) Fibre Services where a Rectification Plan Failure or Remedial Adviser Failure has occurred in respect of a:
 - (i) Fibre Delay;
 - (ii) Fibre KPI Failure;
 - (iii) Capital Investment Commitment Failure in respect of the Fibre Services (as described in Clause 11.17(b) (Business Plan and Capital Investment));
 - (iv) Rectification Plan in respect of the Fibre Services where such Rectification Plan was agreed in accordance with Paragraph 6.7 of Schedule 6.1 (Implementation Plans);
 - (v) Material Test Issue solely in respect of the Fibre Services; or

- (vi) failure to satisfy Test Success Criteria in respect of the Fibre Services in accordance with Paragraph 12.2 of Schedule 6.2 (Testing and Assurance);
- (b) Streetscape Services where a Rectification Plan Failure or Remedial Adviser Failure has occurred in respect of a:
 - (i) Streetscape Delay;
 - (ii) Streetscape KPI Failure;
 - (iii) Capital Investment Commitment Failure in respect of the Streetscape Services (as described in Clause 11.17(c) (Business Plan and Capital Investment));
 - (iv) Rectification Plan in respect of the Streetscape Services where such Rectification Plan was agreed in accordance with Paragraph 6.7 of Schedule 6.1 (Implementation Plans);
 - (v) Material Test Issue solely in respect of the Streetscape Services; or
 - (vi) failure to satisfy Test Success Criteria in respect of the Streetscape Services in accordance with Paragraph 12.2 of Schedule 6.2 (Testing and Assurance);
- (c) the Public Wi-Fi Services where a Rectification Plan Failure or Remedial Adviser Failure has occurred in respect of a:
 - (i) Public Wi-Fi Delay;
 - (ii) Public Wi-Fi KPI Failure;
 - (iii) Capital Investment Commitment Failure in respect of Public Wi-Fi Services (as described in Clause 11.17(d) (Business Plan and Capital Investment));
 - (iv) Rectification Plan in respect of the Public Wi-Fi Services where such Rectification Plan was agreed in accordance with Paragraph 6.7 of Schedule 6.1 (Implementation Plans);
 - (v) Material Test Issue solely in respect of the Public Wi-Fi Services; or
 - (vi) failure to satisfy Test Success Criteria in respect of the Public Wi-Fi Services in accordance with Paragraph 12.2 of Schedule 6.2 (Testing and Assurance);

by issuing a Termination Notice to the Concessionaire and the relevant part of the Services shall terminate on the date specified in the Termination Notice.

Termination for Convenience of ESN Service Management Services and the ESN Implementation Services

- 36.4 TTL may, by issuing a Termination Notice to the Concessionaire, terminate for convenience at any time either the ESN Implementation Services or the ESN Service Management Services, and the parts of this Agreement which relate to the ESN Implementation Services or the ESN Service Management Services, as the case may be, shall terminate on the date specified in the Termination Notice.

- 36.5 If TTL terminates the ESN Implementation Services pursuant to Clause 36.4 (Termination for Convenience of ESN Service Management Services and the ESN Implementation Services), TTL shall indemnify the Concessionaire for an amount equal to "A" where:

$$A = (B / (1 - C)) + D;$$

B = Committed Implementation Costs;

C = ESN Implementation Services Margin; and

D = Contract Breakage Costs.

- 36.6 If TTL terminates the ESN Service Management Services pursuant to Clause 36.4 (Termination for Convenience of ESN Service Management Services and the ESN Implementation Services), TTL shall indemnify the Concessionaire for an amount equal to "A" where:

$$A = (B / (1 - C)) + D + E$$

B = Committed Service Management Costs;

C = ESN Service Management Services Margin;

D = Contract Breakage Costs; and

E = Redundancy Costs.

- 36.7 The Concessionaire shall use all reasonable endeavours to minimise and mitigate the sums described in Clauses 36.5 and 36.6 (Termination for Convenience of ESN Service Management Services and the ESN Implementation Services).

- 36.8 TTL shall not be liable under Clauses 36.5 and 36.6 (Termination for Convenience of ESN Service Management Services and the ESN Implementation Services) for any sums:

- (a) which are covered by insurance (whether or not the Concessionaire has made a claim on such insurance); and
- (b) which, when added to any Charges paid or due to the Concessionaire under this Agreement in respect of ESN Implementation Services or ESN Service Management Services (as applicable), exceed the total sum that would have been payable to the Concessionaire if the ESN Implementation Services or ESN Service Management Services (as applicable) had not been terminated early.

- 36.9 Any payment paid by TTL in accordance with:

- (a) Clause 36.5 (Termination for Convenience of ESN Service Management Services and the ESN Implementation Services) shall be in full and final settlement of any claim, demand and/or proceedings of the Concessionaire in relation to any termination of the ESN Implementation Services by TTL pursuant to Clause 36.4 (Termination for Convenience of ESN Service Management Services and the ESN Implementation Services); and
- (b) Clause 36.6 (Termination for Convenience of ESN Service Management Services and the ESN Implementation Services) shall be in full and final settlement of any

claim, demand and/or proceedings of the Concessionaire in relation to any termination of the ESN Service Management Services by TTL pursuant to Clause 36.4 (Termination for Convenience of ESN Service Management Services and the ESN Implementation Services),

and the Concessionaire shall be excluded from all other rights and remedies it may otherwise have been entitled to in respect of any such terminations.

- 36.10 The Concessionaire shall provide an estimate of the sums described in Clauses 36.5 and 36.6 (Termination for Convenience of ESN Service Management Services and the ESN Implementation Services) within twenty (20) Working Days of a request from TTL.

Termination by the Concessionaire

- 36.11 The Concessionaire may, by issuing a Termination Notice to TTL, terminate this Agreement if any Services are materially impacted by a Force Majeure Event that endures for a continuous period of more than sixty (60) Working Days and this Agreement shall then terminate on the date specified in the Termination Notice (which shall not be less than twenty (20) Working Days from the date of the issue of the Termination Notice).

Partial Termination

- 36.12 Following a Partial Termination, the Concessionaire:

- (a) shall comply with TTL's instructions in relation to, and do everything necessary to give effect to the Partial Termination;
- (b) shall continue to meet the Target Performance Levels in respect of parts of the Services unaffected by the Partial Termination; and
- (c) shall not be entitled to amend the Charges, Fees, or any Revenue Share Percentage.

Declaration of Ineffectiveness and Public Procurement Termination Event

- 36.13 A Declaration of Ineffectiveness or the Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or which shall accrue to either Party prior to or after such Declaration of Ineffectiveness or Public Procurement Termination Event.
- 36.14 As from the date of receipt by the Concessionaire of a Termination Notice served pursuant to either Clause 36.1(a), Clause 36.1(b) or Clause 36.1(c) (Termination by TTL), the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, TTL shall reasonably determine an appropriate plan with the object of achieving:
- (a) an orderly and efficient cessation of the Services or (at TTL's request) a transition of the Services to TTL or such other entity as TTL may specify; and
 - (b) minimal disruption or inconvenience to TTL, other members of the TfL Group or to public passenger transport services or facilities, in accordance with the provisions of this Clause (Declaration of Ineffectiveness and Public Procurement Termination Event) and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event,

(the "**Cessation Plan**").

- 36.15 Upon agreement, or determination by TTL of the Cessation Plan the Parties shall comply with their respective obligations under the Cessation Plan.
- 36.16 TTL shall pay the Concessionaire's reasonable costs in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or charges agreed as part of the Agreement or as otherwise reasonably determined by TTL, provided that TTL shall not be liable to the Concessionaire for any loss of profit, revenue goodwill or loss of opportunity as a result of the early termination of the Agreement in accordance with Clauses 36.1(a), Clause 36.1(b) or Clause 36.1(c) (Termination by TTL).

37 CONSEQUENCES OF EXPIRY OR TERMINATION

General Provisions on Expiry or Termination

- 37.1 The provisions of Clauses 11.5 and 11.6 (VAT), 11.7 to 11.8 (Set-off and Withholding), 13 (Records, Reports and Audits), 15.6 (Employment Indemnity), 15.7 (Income Tax and National Insurance Contributions), 17 (Intellectual Property Rights), 18 (Transfer and Licences Granted by the Concessionaire), 20.1 (IPRs Indemnity), 22 (Confidentiality), 23 (Transparency and Freedom of Information), 24 (Protection of Personal Data), 24.12 (Data Protection Indemnity), 25 (Publicity and Branding) 26 (Limitations on Liability), 27 (General Indemnity), 37 (Consequences of Expiry or Termination), 43 (Severance), 45 (Entire Agreement), 46 (Third Party Rights), 50 (Disputes) and 51 (Governing Law and Jurisdiction), and the provisions of Schedules 1 (Definitions), 2.3 (Standards), 7.1 (Fees and Charges), 7.2 (Payments on Expiry and Termination), 7.5 (Financial Transparency and Audit Rights), 8.3 (Dispute Resolution Procedure & Conduct of Claims), 8.4 (Document Management), 8.5 (Exit Management) and 9.1 (Staff Transfer), shall survive the termination or expiry of this Agreement.

Exit Management

- 37.2 The Parties shall comply with the provisions of Schedule 8.5 (Exit Management) and any current Exit Plan in relation to orderly transition of the Services to TTL or a Replacement Concessionaire.

Payments on Contract Expiry and Termination

- 37.3 The Parties shall comply with the provisions of Schedule 7.2 (Payments on Expiry and Termination).

Payments by the Concessionaire

- 37.4 In the event of termination or expiry of this Agreement, the Concessionaire shall repay to TTL all Charges it has been paid in advance in respect of Services not provided by the Concessionaire as at the date of expiry or termination. This shall include sums relating to the cancellation of any unfulfilled orders with the Concessionaire's suppliers and the return of any payments made to such suppliers to the extent that the Concessionaire is able in accordance with the terms of the Concessionaire's contracts with its suppliers.

Consequential Termination

- 37.5 If TTL serves a Termination Notice in respect of the Commercial Mobile Services, the ESN Implementation Services will terminate automatically on the date of termination specified in the Termination Notice.

SECTION J – MISCELLANEOUS AND GOVERNING LAW

38 COMPLIANCE

Health and Safety

- 38.1 The Concessionaire shall perform its obligations under this Agreement (including those in relation to the Services) in accordance with:
- (a) all applicable Law regarding health and safety including the Health and Safety at Work Act 1972 and Transport and Works Act 1992 ("**Health and Safety Legislation**"); and
 - (b) QUENSH and all Health and Safety Standards as specified in Schedule 2.3 (Standards) whilst at TTL Assets.
- 38.2 The Concessionaire shall be responsible for the observance by Concessionaire Personnel of all current and relevant health and safety precautions necessary for the protection of itself, its staff, Sub-contractors and other persons invited onto or visiting TTL Assets including all precautions required to be taken by or under any Health and Safety Legislation.
- 38.3 The Concessionaire undertakes to carry out formal risk assessments from time to time of all aspects of the Services in accordance with the requirements of all applicable Health and Safety Legislation and to carry out all testing, examination and other work necessary to minimise and, so far as reasonably practicable, eliminate all risk to health or safety resulting from the performance of the Services or the use of any equipment or materials or other things in connection with the Services.
- 38.4 The Concessionaire shall strictly comply with, and shall procure that the Concessionaire Personnel strictly comply with, such induction training procedures, safety training procedures and site procedures as are required by Health and Safety Legislation and as TTL may require from time to time including those relating to alcohol and drugs testing as more particularly described in Clause 38.6 (Health and Safety).
- 38.5 The Concessionaire acknowledged and agrees that Section 20.1.1 (Alcohol and drugs) of QUENSH (as referenced in Schedule 2.3 (Standards)) shall apply to this Agreement as if the term "LU Premises" means TTL Assets and as if references to "LU" are references to TTL or other members of the TfL Group.
- 38.6 TTL may at its discretion carry out on the Concessionaire's behalf any testing of the Concessionaire Personnel for drugs or alcohol which this Agreement requires the Concessionaire to perform or procure that its Sub-contractors perform. The reasonable cost to TTL of carrying out the testing shall be paid by the Concessionaire.
- 38.7 In the event that a health or safety risk has arisen or is likely to arise in any part of the TTL Assets or in the provision of the Services, the Concessionaire will notify TTL promptly in writing and will provide TTL with adequate information relating to such risk including any steps and safeguards which the Concessionaire proposes to take and observe in order to ensure that the Services are performed safely. The Concessionaire shall promptly take such steps and adopt such safeguards.

Construction (Design and Management) Regulations 2015

- 38.8 To the extent that the Construction (Design and Management) Regulations 2015 (the "**CDM Regulations**") apply to this Agreement, TTL reserves the right to appoint the Concessionaire to act as Principal Contractor and/or Principal Designer pursuant to Regulation 5(1) of the CDM Regulations.
- 38.9 The Concessionaire shall accept any such appointment made under Clause 38.8 (Construction (Design and Management) Regulations 2015) and agrees to carry out all associated obligations imposed by the CDM Regulations. The Concessionaire Representative and the TTL Representative shall provide each other with all the necessary assistance which they may reasonably require in order to fulfil their respective obligations under the CDM Regulations.
- 38.10 The Concessionaire warrants to TTL that it:
- (a) is competent to perform such of the duties allocated to it under Clause 38.9 (Construction (Design and Management) Regulations 2015) or has appointed a suitably qualified Key Sub-Contractor to do so;
 - (b) shall allocate adequate resources to enable it to comply with its obligations under the CDM Regulations; and
 - (c) shall co-operate with other parties appointed under the CDM Regulations.
- 38.11 The Concessionaire shall operate their own (or fully licensed to them) incident reporting system in accordance with CDM Regulations, which shall include the recording of near misses.
- 38.12 Summary reports on incidents, near misses and any response, shall be made available to TTL in accordance with Schedule 8.1 (Governance). Regular reviews of all incidents (and near misses) shall be undertaken and working practices changes made in order to minimise the risk of future incidents.

Equality Act Compliance

- 38.13 The Concessionaire shall:
- (a) not unlawfully discriminate and shall procure that Concessionaire Personnel do not unlawfully discriminate;
 - (b) perform its obligations under this Agreement (including those in relation to the Services) in accordance with all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (c) comply with any other relevant enactments in force from time to time relating to discrimination in employment;
 - (d) comply with any other requirements and instructions which TTL reasonably imposes in connection with any equality obligations imposed on TTL at any time; and
 - (e) take all necessary steps, and inform TTL of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or any successor organisation.

General Equality Duty

- 38.14 The Concessionaire acknowledges that under section 149 of the Equality Act 2010 TfL and TTL are under a duty to have due regard for the need to, amongst other things:
- (a) eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by or under the Equality Act 2010;
 - (b) advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it; and
 - (c) foster good relations between people who share a relevant protected characteristic and persons who do not.
- 38.15 In the performance of this Agreement, the Concessionaire shall, and shall procure that its Sub-contractors shall, assist and co-operate with TTL in satisfying its duty under Clause 38.14 (General Equality Duty).
- 38.16 TfL's bullying and harassment policy, as updated from time to time and notified to the Concessionaire, requires TTL Personnel and Concessionaire Personnel to comply with such policy to eradicate harassment in the workplace. The Concessionaire shall:
- (a) ensure that the Concessionaire Personnel are fully conversant with the requirements of such policy;
 - (b) fully investigate allegations of workplace harassment in accordance with such policy; and
 - (c) ensure that appropriate, effective action is taken where harassment is found to have occurred.

Crime and Disorder Act 1998

- 38.17 The Concessionaire acknowledges that TfL and TTL are under a duty under Section 17 of the Crime and Disorder Act 1998 (as amended by the Police and Justice Act 2006 and the Policing and Crime Act 2009) to:
- (a) have due regard to the impact of crime, disorder and community safety in the exercise of its duties;
 - (b) where appropriate, identify actions to reduce levels of crime and disorder; and
 - (c) without prejudice to any other obligation imposed on TfL and TTL, exercise its respective 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, in its area:
 - (i) crime and disorder (including anti-social and other behaviour adversely affecting the local environment);
 - (ii) the misuse of drugs, alcohol and other substances; and
 - (iii) re-offending,

and in the performance of this Agreement, the Concessionaire shall assist and co-operate with TTL and relevant other members of the TfL Group and shall use reasonable endeavours to procure that its Sub-contractors assist and co-operate, with TTL and relevant other members of the TfL Group to enable TTL to satisfy its duty.

Responsible Procurement

- 38.18 The Parties shall comply with the provisions of Schedule 12 (Responsible Procurement).
- 38.19 The Concessionaire and TTL acknowledge and agree that the Mayor, in accordance with section 155 of the GLA Act 1999 has directed TfL and its subsidiaries to do all things reasonably necessary to comply with (inter alia) the Responsible Procurement Policy in its procurement activities.
- 38.20 The Concessionaire shall and shall procure that its Key Sub-contractors shall comply with, and shall provide such co-operation and assistance as may be reasonably requested by TTL to enable TTL to comply with the:
- (a) Responsible Procurement Policy; and
 - (b) provisions of Schedule 12 (Responsible Procurement).
- 38.21 The Concessionaire acknowledges and agrees that it (and its Key Sub-contractors) shall be required to comply with any changes to the Responsible Procurement Policy.
- 38.22 The Concessionaire shall bear any costs arising from or in connection with any change to the Responsible Procurement Policy.
- 38.23 The Concessionaire shall procure that any Key Sub-contractor is required to comply with the provisions of Clauses 38.18 to 38.22 (Responsible Procurement) above, and the provisions of such Clauses are included in any Key Sub-contract.
- 38.24 The Concessionaire shall not, and shall procure that any Key Sub-contractor shall not, without the prior written consent of TTL, vary or purport to vary the provisions contained in any contract or Sub-contract in accordance with the operation of Clauses 38.18 to 38.24 (Responsible Procurement).

Modern Slavery Act 2015

- 38.25 Where applicable to the Concessionaire, the Concessionaire shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

London Living Wage

- 38.26 Without prejudice to any other provision of this Agreement, the Concessionaire shall:
- (a) ensure that none of the London Living Wage Employees is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
 - (b) ensure that none of the London Living Wage Employees is paid less than the amount to which they are entitled in accordance with their respective contracts of employment;

- (c) provide and procure the provision by London Living Wage Employees to TTL with/of such information concerning the London Living Wage as TTL may reasonably require from time to time; and
- (d) co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

39 ASSIGNMENT AND NOVATION

- 39.1 The Concessionaire shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Agreement without the prior written consent do so, such rights and obligations shall not be assigned (whether absolutely or by way of security and whether in whole or in part), transferred, mortgaged, charged, declared in trust for a third party, or otherwise disposed of in any manner whatsoever and any such purported dealing in contravention of this Clause 39.1 (Assignment and Novation) shall be ineffective.
- 39.2 TTL may at its discretion assign (whether absolutely or by way of security and whether in whole or in part), novate, sub-contract, delegate, transfer, mortgage, or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement as it may see fit to:
- (a) any other member of the TfL Group other than TTL;
 - (b) a successor body to TTL or TfL or any part of TTL or TfL; or
 - (c) another public body which is given the same, similar, some or all of TfL's statutory obligations.
- 39.3 Within ten (10) Working Days of a written request from TTL, the Concessionaire shall, at the Concessionaire's own expense, execute such agreement as TTL may reasonably require to give effect to any such transfer of all or part of its rights and/or obligations under this Agreement to one (1) or more persons nominated by TTL.

40 WAIVER AND CUMULATIVE REMEDIES

- 40.1 The rights and remedies under this Agreement may be waived only by notice and in a manner that expressly states that a waiver is intended. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Agreement or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 40.2 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

41 RELATIONSHIP OF THE PARTIES

Except as expressly provided otherwise in this Agreement, nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

42 PREVENTION OF FRAUD AND BRIBERY

- 42.1 The Concessionaire represents and warrants that neither it, nor to the best of its knowledge any Concessionaire Personnel, has at any time prior to the Effective Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 42.2 The Concessionaire undertakes that it shall not and procures that its Sub-contractors and suppliers shall not enter into or offer to enter into any business arrangement with any servant, employee, officer or agent of TfL or TTL other than as a representative of TTL without TTL's prior written approval.
- 42.3 The Concessionaire shall not (and shall use reasonable endeavours to ensure that its Sub-contractors shall not) during the Term:
- (a) commit a Prohibited Act or cause TTL or TfL to commit any equivalent act; and/or
 - (b) do or suffer anything to be done which would cause TTL or TfL or any of TTL's or TfL's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
- 42.4 The Concessionaire shall during the Term:
- (a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and
 - (b) keep appropriate records of its compliance with its obligations under Clause 42.4(a) (Prevention of Fraud and Bribery) and make such records available to TTL on request.
- 42.5 The Concessionaire shall immediately notify TTL in writing if it becomes aware of any breach of Clause 42.1 and/or 42.3 (Prevention of Fraud and Bribery), or has reason to believe that it has or any of the Concessionaire Personnel have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any

person or party directly or indirectly connected with this Agreement has committed or attempted to commit a Prohibited Act.

- 42.6 If the Concessionaire makes a notification to TTL pursuant to Clause 42.5 (Prevention of Fraud and Bribery), the Concessionaire shall respond promptly to TTL's enquiries, co-operate with any investigation, and allow TTL to Audit any books, Records and/or any other relevant documentation in accordance with Clause 13 (Records, Reports and Audits) and the provisions of Schedule 7.5 (Financial Transparency and Audit Rights).
- 42.7 If the Concessionaire is in Default under Clauses 42.1 and/or 42.3 (Prevention of Fraud and Bribery), TTL may by notice:
- (a) require the Concessionaire to remove from performance of this Agreement any Concessionaire Personnel whose acts or omissions have caused the Default; or
 - (b) immediately terminate this Agreement.
- 42.8 Any notice served by TTL under Clause 42.7 (Prevention of Fraud and Bribery) shall specify the nature of the Prohibited Act, the identity of the party who TTL believes has committed the Prohibited Act and the action that TTL has elected to take (including, where relevant, the date on which this Agreement shall terminate).

43 SEVERANCE

- 43.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Agreement shall not be affected.
- 43.2 In the event that any deemed deletion under Clause 43.1 (Severance) is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, either Party may give notice to the other Party requiring the Parties to use reasonable endeavours to agree amendments to this Agreement, so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that is reasonably possible, achieves the Parties' original commercial intention.
- 43.3 If the Parties are unable to agree on the revisions to this Agreement within five (5) Working Days of the date of the notice given pursuant to Clause 43.2 (Severance), the matter shall be referred to each of the Parties' representative Chief Technology Officers who shall meet and participate in commercial negotiations and if such representatives are unable to reach an agreement within thirty (30) Working Days of the matter being referred to them, this Agreement shall automatically terminate with immediate effect. The costs of termination incurred by the Parties shall lie where they fall if this Agreement is terminated pursuant to this Clause 43.3 (Severance).

44 FURTHER ASSURANCES

- 44.1 Each Party undertakes at the request of the other, and at the cost of the requesting Party to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning of this Agreement.

45 ENTIRE AGREEMENT

- 45.1 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.
- 45.2 Neither Party has been given, nor entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Agreement.
- 45.3 Nothing in this Clause 45 (Entire Agreement) shall exclude any liability in respect of misrepresentations made fraudulently.

46 THIRD PARTY RIGHTS

- 46.1 The Parties do not intend any third party to have the right to enforce any provision of the Agreement under the CRTPA or otherwise, except where:
- (a) the provisions of Clauses 11.6 (VAT), 20.1 (IPRs Indemnity), 24.12 (Data Protection Indemnity), 27 (General Indemnity), Paragraphs 3.3 and 3.8 of Schedule 9.1 (Staff Transfer) and the provisions of Paragraph 8.1(b) of Schedule 2.3 (Standards) and Paragraph 8.8 of Schedule 8.5 (Exit Management) (together "**Third Party Provisions**") confer benefits on persons named in such provisions other than the Parties; or
 - (b) such third party is a member of the TfL Group (excluding TTL),
- (each such person a "**Third Party Beneficiary**"). This Clause 46.1 (Third Party Rights) does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 46.2 No Third Party Beneficiary may enforce, or take any step to enforce, any Third Party Provision without the prior written consent of TTL, which may, if given, be given on and subject to such terms as TTL may determine.
- 46.3 Any amendments or modifications to this Agreement may be made, and any rights created under Clause 46.1 (Third Party Rights) may be altered or extinguished, by the Parties without the consent of any Third Party Beneficiary.

47 WORK RELATED ROAD RISK

- 47.1 The Concessionaire shall comply fully with Annex 2 (Work Related Road Risk) of Schedule 2.3 (Standards) (including the DVS Schedule set out in Annex 2 (Work Related Road Risk) of Schedule 2.3 (Standards)). Without prejudice to any other right or remedy under the Agreement if the Concessionaire fails to comply with such Annex a Concessionaire Termination Event shall be deemed to occur under Clause 36.1(d) (Termination by TTL) and TTL may refuse entry to TTL Assets in accordance with such Annex.

48 CRIMINAL RECORD DECLARATIONS

- 48.1 The Concessionaire shall procure from each Relevant Individual (as the case may be) a declaration that he has no Relevant Convictions ("**Declaration**") or disclosure of any Relevant Convictions. A Declaration shall be procured prior to a Relevant Individual carrying out any of

the Services. The Concessionaire shall confirm to TTL in writing on request or in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Concessionaire shall procure that a Relevant Individual notifies the Concessionaire immediately if he commits a Relevant Conviction and the Concessionaire shall notify TTL in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

- 48.2 The Concessionaire shall not engage or allow to act on behalf of the Concessionaire or any Sub-contractor in the performance of any aspect of the Services any Relevant Individual who has disclosed a Relevant Conviction.
- 48.3 TTL shall have the right in accordance with the Audit Rights and the provisions of Schedule 7.5 (Financial Transparency and Audit Rights) to Audit and inspect the Records of the Concessionaire, any Notified Affiliates and its Sub-contractors and its and their respective employees and agents in order to confirm and monitor compliance with this Clause 48 (Criminal Record Declarations) at any time during performance of this Agreement.
- 48.4 If the Concessionaire fails to comply with the requirements under Clauses 48.1 and/or 48.2 (Criminal Record Declarations) TTL may, without prejudice to its rights under Clause 36 (Termination Rights), serve notice on the Concessionaire requiring the Concessionaire to remove or procure the removal of (as the case may be) any Relevant Individual who has not provided a Declaration with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services unless (in the case of non-compliance with Clause 48.1 (Criminal Record Declarations)) within five (5) Working Days of receipt of the notice the Concessionaire confirms to TTL that it has procured all of the relevant Declarations required under Clause 48.1 (Criminal Record Declarations).
- 48.5 In the event TTL becomes aware that a Relevant Individual has committed a Relevant Conviction, the Concessionaire shall remove or procure the removal (as the case may be) of such Relevant Individual from any Sites with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the carrying out of the Services.
- 48.6 Nothing in this Clause 48 (Criminal Record Declarations) shall in any way waive, limit or amend any obligation of the Concessionaire to TTL arising under this Agreement and the Concessionaire's responsibilities in respect of performance of the Services remain in full force and effect and the Concessionaire cannot claim any extra costs or time as a result of any actions under this Clause 48 (Criminal Record Declarations).

49 NOTICES

- 49.1 Any notices sent under this Agreement must be in writing.
- 49.2 The following table sets out the method by which notices may be served under this Agreement and the respective deemed time and proof of service:

Manner of Delivery	Deemed time of service	Proof of service
Personal delivery	On delivery, provided delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery	Properly addressed and delivered as evidenced by signature of a delivery receipt.

	will occur at 9.00am on the next Working Day.	
Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery.	At the time recorded by the delivery service, provided that delivery is between 9.00am and 5.00pm on a Working Day. Otherwise, delivery will occur at 9.00am on the same Working Day (if delivery before 9.00am) or on the next Working Day (if after 5.00pm).	Properly addressed prepaid and delivered as evidenced by signature of a delivery receipt.

- 49.3 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under this Agreement:

	Concessionaire	TTL
Contact	Concessionaire Representative with a copy to the General Counsel	TTL Representative with a copy to the General Counsel
Address	Level 4, 4 Kingdom Street, London, United Kingdom, W2 6BD	5 Endeavour Square, London, United Kingdom E20 1JN

- 49.4 This Clause 49 (Notices) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any adjudication or other method of dispute resolution (other than the service of a Dispute Notice under Schedule 8.3 (Dispute Resolution Procedure & Conduct of Claims)).

50 DISPUTES

- 50.1 The Parties shall resolve Disputes arising out of or in connection with this Agreement in accordance with the Dispute Resolution Procedure.
- 50.2 The Concessionaire shall continue to provide the Services in accordance with the terms of this Agreement until a Dispute has been resolved.

51 GOVERNING LAW AND JURISDICTION

- 51.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

51.2 Subject to Clause 50 (Disputes) and Schedule 8.3 (Dispute Resolution Procedure & Conduct of Claims) (including TTL's right to refer the dispute to adjudication), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

IN WITNESS of which this Agreement has been duly executed by the Parties on the date as below:

SIGNED for and on behalf of
BAI Communications Ltd

Signature:

Name (block capitals):

Position:

Date:

SIGNED for and on behalf of
Transport Trading Limited

Signature:

Name (block capitals):

Position:

Date:

51.2 Subject to Clause 50 (Disputes) and Schedule 8.3 (Dispute Resolution Procedure & Conduct of Claims) (including TTL's right to refer the dispute to adjudication), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

IN WITNESS of which this Agreement has been duly executed by the Parties on the date as below:

**SIGNED for and on behalf of
BAI Communications Ltd**

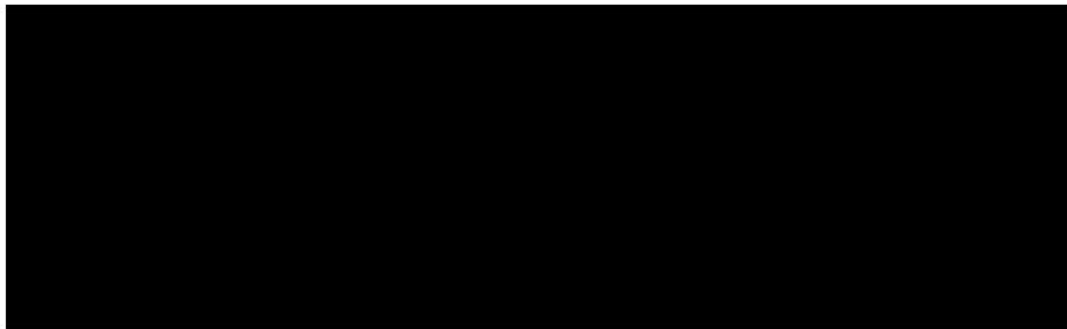
Signature:

Name (block capitals):

Position:

Date:

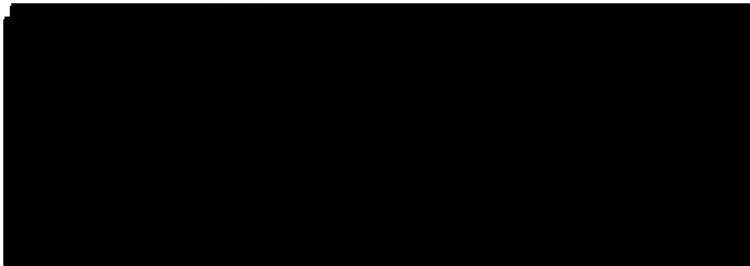
**SIGNED for and on behalf of
Transport Trading Limited**



51.2 Subject to Clause 50 (Disputes) and Schedule 8.3 (Dispute Resolution Procedure & Conduct of Claims) (including TTL's right to refer the dispute to adjudication), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

IN WITNESS of which this Agreement has been duly executed by the Parties on the date as below:

**SIGNED for and on behalf of
BAI Communications Ltd**



**SIGNED for and on behalf of
Transport Trading Limited**

Signature:

Name (block capitals):

Position:

Date: