



Schedule 1 – Definitions

CHANGE HISTORY

Version No.	Details of Changes included in Update	Author	Document Number
5.0	Execution version	TfL	75250872.24

Unless the context otherwise requires the following expressions shall have the meanings set out below.

Defined Term	Definition
3GPP	means 3rd Generation Partnership Project;
4G	means the fourth generation of broadband cellular network technology with capabilities defined by the International Telecommunications Union in the IMT Advanced Standard;
Acceptance Activities	means the carry out of the following by TTL for each LRN: <ul style="list-style-type: none"> (a) units will be connected to a test HCU, which is in turn connected to a test DAU, to ensure that the LRN is recognised by the DMS as an operational node (b) a CW signal test will be performed to confirm the LRN is functional (c) the LRN will be left connected to the test equipment for a period of 24 hours to ensure it remains alarm free (d) while connected to the DMS the LRN label will be registered in its firmware and physically attached to the device; and (e) ensuring that factory acceptance testing documentation is available for the LRN;
Accessibility Target	means the percentage probability that any one (1) out of forty (40) ESN Devices in any single Tunnel Section, Station (excluding platforms) or platform (within a Station) shall successfully complete a connection that meets all of the performance targets detailed in requirement ESN1(b) of Schedule 2.1 (Services Description);
Accounting Year	means the period commencing on 1 July and ending on 30 June;
Achieve	means: <ul style="list-style-type: none"> (a) in respect of a Milestone or Key Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone or Key Milestone in accordance with the provisions of Schedules 6.1 (Implementation Plans) and 6.2 (Assurance and Testing); or (b) in respect of a Works Funded By Grants Group, completion of the Works Funded By Grants Services Assurance Process to TTL's satisfaction, and "Achieved" and "Achievement" shall be construed accordingly;
Acquired Rights Directive	means the European Council Directive 2001/23/EC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

Defined Term	Definition
Action Plan	has the meaning set out in Paragraph 2.1 of Part B of Schedule 12 (Responsible Procurement);
Active Distributed Antenna System or ADAS	has the meaning set out in A2.1 – Commercial Mobile Services (Requirements and Design) incorporated into this Agreement in Paragraph 4.1 of Schedule 4.1 (Concessionaire Solution);
Active Infrastructure	means any: <ul style="list-style-type: none"> (a) Telecommunications Infrastructure which is powered; and/or (b) telecommunications infrastructure as software;
Actual Resource Days	has the meaning set out in Paragraph 4.1(b) of Part A of Schedule 7.1 (Fees and Charges);
Adjudicator	means an independent person appointed to act as an adjudicator in accordance with Paragraphs 3.1 to 3.3 of Part A of Schedule 8.3 (Dispute Resolution Procedure & Conduct of Claims);
Adjusted Bond Amount	has the meaning set out in Paragraph 6.1 of Schedule 11 (Performance Bond);
Adverse Opinion	means an opinion expressed by the Concessionaire's auditor that the financial statements do not present fairly (or do not give a true and fair view) of the financial position of the Concessionaire as at the end of the Accounting Year, and of their financial performance and their cash flows for the year then ended in accordance with International Financial Reporting Standards ("IFRSs");
Affected Party	means the Party seeking to claim relief in respect of a Force Majeure Event;
Affiliate	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
Agreed SLNT Plan	means the strategic labour needs and training plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Part A of Schedule 12 (Responsible Procurement);
Agreed-Upon Procedures	has the meaning set out in Paragraph 3.3 of Schedule 7.5 (Financial Transparency and Audit Rights);
Agreed-Upon Procedures Report	has the meaning set out in Paragraph 3.4 of Schedule 7.5 (Financial Transparency and Audit Rights);
Agreement	means this written agreement, including the Schedules and their Annexes;
Agreement Information	means: <ul style="list-style-type: none"> (a) this Agreement in its entirety (including from time to time agreed changes to this Agreement); and

Defined Term	Definition
	(b) data extracted from invoices submitted in respect of Charges which shall consist of the Concessionaire's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
Allowable Assumptions	means the assumptions set out in Annex 7 (Allowable Assumptions) of Schedule 7.1 (Fees and Charges) and " Allowable Assumption " shall mean any one (1) of them;
Annual Commercial Mobile Capital Investment	means the actual Capital Investment for a Financial Year in relation to Commercial Mobile Services as set out in the Annual Report;
Annual Fibre Capital Investment	means the actual Capital Investment for a Financial Year in relation to Fibre Services as set out in the Annual Report;
Annual Financial Statements	means the annual financial statements to be provided by the Concessionaire to TTL pursuant to Paragraph 3.1 of Schedule 7.5 (Financial Transparency and Audit Rights);
Annual Public Wi-Fi Capital Investment	means the actual Capital Investment for a Financial Year in relation to Public Wi-Fi Services as set out in the Annual Report;
Annual Report (ANR1)	has the meaning set out in requirement GRC1(a) of Schedule 2.1 (Services Description);
Annual Strategic Meeting	means the meeting of that name described in Annex 1 (Governance Meetings) of Schedule 8.1 (Governance);
Annual Streetscape Capital Investment	means the actual Capital Investment for a Financial Year in relation to Streetscape Services as set out in the Annual Report;
Applicable Concessionaire Personnel	means any Concessionaire Personnel who: <ul style="list-style-type: none"> (a) at the Termination Date: <ul style="list-style-type: none"> (i) are employees of the Concessionaire; (ii) are solely assigned to the provision of the ESN Implementation Services or ESN Service Management Services (as applicable); (iii) have not transferred (and are not in scope to transfer at a later date) to TTL or a Replacement Concessionaire by virtue of the Employment Regulations; and (b) are dismissed or given notice of dismissal by the Concessionaire within forty (40) Working Days of the Termination Date or such longer period required by law, their employment contract (as at the Termination Date) or an applicable collective agreement; and

Defined Term	Definition
	<p>(c) have not resigned or given notice of their resignation prior to the date of dismissal by the Concessionaire; and</p> <p>(d) the Concessionaire can demonstrate to the satisfaction of TTL:</p> <ul style="list-style-type: none"> (i) are surplus to the Concessionaire's requirements after the Termination Date, taking into account its obligation to provide services to its other customers; (ii) are genuinely being dismissed for reasons of redundancy; and (iii) have been selected for redundancy by the Concessionaire on objective grounds other than the fact that the Concessionaire is entitled to reimbursement under this provision in respect of such employees;
Applicable TTL Asset	<p>means:</p> <ul style="list-style-type: none"> (a) all TTL Assets (except Road Tunnels) existing on the Effective Date required for the provision of: <ul style="list-style-type: none"> (i) Commercial Mobile Services; (ii) Streetscape Services; and (iii) Public Wi-Fi Services at Public Wi-Fi Services Locations; and (b) Tunnel Sections, Trackside, Ducts, Stations and Emergency Intervention Points existing on the Effective Date and required for the provision of Fibre Services; and (c) such Road Tunnels in respect of which TTL has granted exclusive rights to the Concessionaire to use/access for the Purpose and required for the provision of Commercial Mobile Services and/or Fibre Services in accordance with Clause 6.29 (Current TTL Assets); and (d) such new TTL Assets in respect of which TTL has granted exclusive rights to the Concessionaire in accordance with Clause 6.30 (Future TTL Assets) to use/access for the Purpose;
Apprentice	<p>means a member of the Concessionaire Personnel who is registered as an apprentice or technician with an industry recognised body;</p>

Defined Term	Definition
Approval	means in relation to a document which has a "tick" in the "Approve" column in the table set out in Annex 1 (Document Register) of Schedule 8.4 (Document Management) and which is required to be submitted to TTL for "Approval" in accordance with Schedule 8.4 (Document Management), completion of the Approval Submissions Procedure and confirmation in writing from TTL that such Document is 'approved' (and " Approve ", " Approved " and " Approving " shall be construed accordingly);
Approval Submissions Procedure	has the meaning set out in Paragraph 4.4 of Schedule 8.4 (Document Management);
Arm's Length Pricing	means the price or pricing mechanism that might be expected to be set or established between the Concessionaire and a Related Party had they been independent enterprises dealing wholly independently with one another in comparable circumstances and which shall be identified so as best to achieve consistency with the OECD Transfer Pricing Guidelines for Multinational Enterprises and Tax Administrations, published July 2017 as updated, amended or replaced from time to time;
As-Built Records	means a document which sets out the specific and actual way in which the Telecommunications Infrastructure is deployed and configured to deliver the Services in their entirety and includes the information set out in requirement GRT6(g) of Schedule 2.1 (Services Description);
Asset Upgrade Fee	has the meaning set out in Paragraph 9.4 of Part A of Schedule 7.1 (Fees and Charges);
Asset Upgrade Fee Default Notice	has the meaning set out in Paragraph 12.21(c) of Part A of Schedule 7.1 (Fees and Charges);
Asset Upgrade Fee Due Date	has the meaning set out in Paragraph 12.21(a) of Part A of Schedule 7.1 (Fees and Charges);
Asset Upgrade Fee Final Date for Payment	has the meaning set out in Paragraph 12.21(f) of Part A of Schedule 7.1 (Fees and Charges);
Asset Upgrade Fee Pay Less Notice	has the meaning set out in Paragraph 12.21(e) of Part A of Schedule 7.1 (Fees and Charges);
Asset Upgrade Fee Payment Notice	has the meaning set out in Paragraph 12.21(b) of Part A of Schedule 7.1 (Fees and Charges);
Asset Upgrade Request	has the meaning set out in Paragraph 9.1 of Part A of Schedule 7.1 (Fees and Charges);
Assurance	means in relation to a document has a "tick" in the "Assure" column in the table set out in Annex 1 (Document Register) of Schedule 8.4 (Document Management) and which is required to be submitted to TTL for "Assurance" in accordance with Schedule 8.4 (Document Management), completion of the Assurance Submissions Procedure by which TTL reviews a Document and is satisfied that the Concessionaire is complying with its relevant obligations under this Agreement which TTL reasonably requires, including in relation to the

Defined Term	Definition
	delivery of the Services (and "Assure" and "Assured" shall be construed accordingly);
Assurance Submissions Procedure	has the meaning set out in Paragraph 4.6 of Schedule 8.4 (Document Management);
Audit	means any exercise by TTL of its Audit Rights pursuant to Schedule 2.4 (Security Management), Schedule 7.1 (Fees and Charges) and Schedule 7.5 (Financial Transparency and Audit Rights);
Audit Agents	means: <ul style="list-style-type: none"> (a) TfL Group's internal and external auditors; (b) TfL Group's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) any party formally appointed by TTL to carry out audit or similar review functions; and (e) successors or assigns of any of the above;
Audit Rights	means the audit and access rights referred to in Part B of Schedule 7.5 (Financial Transparency and Audit Rights);
Authentication Service	has the meaning set out in requirement WFT1(e) of Schedule 2.1 (Services Description);
Available	has the meaning set out in the "Definitions" cell of the "WF2 – (Public Wi-Fi Authentication Service Availability)", "WF3 – (Public Wi-Fi Internet Service Availability)" and "WF4" – (Public Wi-Fi Content Filter Service Availability) tables set out in Paragraph 4 of Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Bakerloo Line Extension	means the envisaged extension as at the Effective Date to the Bakerloo line as more particularly described at https://TTL.gov.uk/corporate/about-TTL/how-we-work/planning-for-the-future/bakerloo-line-extension ;
Base Station Hotel	means any base station hotel set out as such in the Mobile High Level Design (including any Interim Base Station Hotel) or any base station hotel specified in Schedule 2.1 (Services Description);
Base Station Hotel Completion Milestone	means any Milestone relating to the completion of testing in respect of ESN Implementation Services for a Base Station Hotel and as set out in the Mobile Services Outline Implementation Plan;
Baseline Customer Product	means a Customer Product for which the full financial impact on Gross Revenues, Operating Expenditure and Capital Expenditure has been included in the Business Plan;

Defined Term	Definition
Baseline Personnel Security Standard or BPSS	means the Government standard pre-employment controls and security vetting process, the current copy of which is as documented at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf , as updated from time to time;
BCDR Concessionaire's Proposals	has the meaning set out in Paragraph 8.2(a)(iii) of Schedule 8.6 (Business Continuity and Disaster Recovery);
BCDR Plan	has the meaning set out in Paragraph 1.1 of Schedule 8.6 (Business Continuity and Disaster Recovery);
BCDR Review Report	has the meaning set out in Paragraph 8.2(a) of Schedule 8.6 (Business Continuity and Disaster Recovery);
Beneficiary	means a party having (or claiming to have) the benefit of an indemnity under this Agreement;
Bespoke Standard	has the meaning set out in Paragraph 2.1(a)(ii) of Schedule 2.3 (Standards);
Black Asian and Minority Ethnic Groups or BAME	has the meaning set out in Paragraph 1.1 of Annex 1 (EDI Action Plan Guidance) of Part C of Schedule 12 (Responsible Procurement);
[REDACTED]	[REDACTED]
Bond Adjustment Date	has the meaning set out in Paragraph 6.1 of Schedule 11 (Performance Bond);
Bond Amount	means the Initial Bond Amount or the Adjusted Bond Amount, as the context requires;
Bond Event	means: <ul style="list-style-type: none"> (a) an Insolvency Event of the Performance Bond Provider; (b) the Performance Bond ceases to be in full force and effect; or (c) the Performance Bond Provider's obligations under the Performance Bond are or become wholly or partly invalid or unenforceable;
[REDACTED]	[REDACTED]

Defined Term	Definition
	<ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED]
Business Continuity Plan	has the meaning set out in Paragraph 1.2(a)(ii) of Schedule 8.6 (Business Continuity and Disaster Recovery);
Business Continuity Services	has the meaning set out in Paragraph 3.2(b) of Schedule 8.6 (Business Continuity and Disaster Recovery);
Business Plan	means the Business Plan Narrative and the Business Plan Financial Summary;
Business Plan Financial Summary	means the information set out in Part B of Schedule 4.5 (Business Plan);
Business Plan Narrative	means the information set out in Part A of Schedule 4.5 (Business Plan);
Capital Expenditure	means those costs which would be treated as capital costs according to IFRS, accounting principles in the UK;
Capital Investment	<p>means the elements of the Concessionaire's Capital Expenditure specifically relating to:</p> <ul style="list-style-type: none"> (a) Passive Infrastructure cost and installation; (b) Active Infrastructure Cost and Installation; (c) Passive Infrastructure renewals; (d) Active Infrastructure renewals; (e) Spares; (f) Base Station Hotel construction costs; (g) design costs; (h) development costs; (i) purchase costs of TTL Infrastructure;

Defined Term	Definition
	<p>but excluding Capital Expenditure relating to:</p> <ul style="list-style-type: none"> (a) land and buildings; (b) Telecommunication Infrastructure used in the provision of ESN Coverage only; (c) project management costs; (d) intangibles; (e) Works Funded By Grants (f) TTL Engineering Services; (g) TTL Construction Management Services; and (h) TTL HSE Services;
Capital Investment Commitment	means the "Total Capital Investment Commitment" as set out in cell F79 of Pro Forma A (vi);
Capital Investment Commitment Failure	has the meaning set out in Clause 11.17 (Business Plan and Capital Investment);
Cash And Cash Equivalent	means the value of the cash and cash equivalent of the Concessionaire, calculated in accordance with IAS1.66;
CDM Regulations	means the Construction (Design and Management) Regulations 2015;
Certified Cyber Security Consultancy	means an independent third party certified by the NCSC (National Cyber Security Centre) or any equivalent or similar regime (as agreed in writing by TTL);
Cessation Plan	has the meaning set out in Clause 36.14 (Declaration of Ineffectiveness and Public Procurement Termination Event);
Change	<p>means:</p> <ul style="list-style-type: none"> (a) Contract Change; or (b) Operational Change;
Change Authorisation Note	means a form setting out an agreed Contract Change which shall be substantially in the form of Annex 2 (Change Authorisation Note) of Schedule 8.2 (Change Control Procedure);
Change Communication	means any Change Request, Initial Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Schedule 8.2 (Change Control Procedure);
Change Control Procedure	means the procedure for changing this Agreement set out in Schedule 8.2 (Change Control Procedure);
Change in Law	means any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;

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Change Request	means a written request for a Contract Change substantially in the form of Annex 1 (Change Request Form) of Schedule 8.2 (Change Control Procedure);
Charges	has the meaning set out at Paragraph 1.1 of Part B of Schedule 7.1 (Fees and Charges);
Claim	means any claim for which it appears that a Beneficiary is, or may become, entitled to indemnification under this Agreement;
Code Agreement	means an agreement between TTL or any other member of the Tfl Group and a Code Operator which confers one or more Code Right(s) on the Code Operator in respect of an Applicable TTL Asset;
Code Consideration	means consideration payable to TTL or any other member of the Tfl Group by a Code Operator under a Code Agreement in respect of one or more Code Rights as determined in accordance with Paragraphs 23 and 24 of the Electronic Communications Code or as agreed between TTL or any other member of the Tfl Group and the Code Operator;
Code Notice	has the meaning set out in Clause 6.40(a) (Process for dealing with TTL Assets);
Code Operator	has the meaning given to the term 'Operator' as defined in the Electronic Communications Code;
Code Right	has the meaning set out in the Electronic Communications Code;
Commercial Mobile Capital Investment Commitment	means the Capital Investment commitment in respect of Commercial Mobile Services for each Financial Year as set out in row 75 of Pro Forma A (vi) of the Business Plan Financial Summary;
Commercial Mobile KPI Failure	means a failure to meet the KPI Target Performance Level in respect of a Key Performance Indicator for the Commercial Mobile Services set out in Paragraph 1 of Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Commercial Mobile Services Commencement Date	means the date as specified by the Concessionaire on which at least one (1) Mobile Network Operator shall make their services available to End Users for the purposes of generating Gross Revenue;
Commercial Mobile Services Gross Revenue	means the Gross Revenue for the relevant month attributable to the Commercial Mobile Services;
Commercial Mobile Services or CMS	means the services set out in Paragraph 2 of Schedule 2.1 (Services Description);
Commercial Mobile Services Revenue Share Fee	means the higher of: <ul style="list-style-type: none"> (a) zero (0); and (b) the Commercial Mobile Services Gross Revenue multiplied by the Commercial Mobile Services Revenue Share Percentage;

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Commercial Mobile Services Revenue Share Percentage	means the percentage set out in cell D67 of Pro Forma A(i) of the Business Plan Financial Summary;
Commercialised Service	means the provision of commercial coverage in accordance with Schedule 2.1 (Services Description);
Commercially Sensitive Information	<p>means the information listed in Schedule 4.2 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to:</p> <ul style="list-style-type: none"> (a) the pricing of the Services; (b) details of the Concessionaire's IPRs; and (c) the Concessionaire's business and investment plans, <p>or which the Concessionaire has indicated to TTL that, if disclosed by TTL or any other member of the TfL Group, would cause the Concessionaire significant commercial disadvantage or material financial loss;</p>
Committed Implementation Costs	<p>means costs to which the Concessionaire is committed up to the Termination Date for the performance of the ESN Implementation Services which:</p> <ul style="list-style-type: none"> (a) are evidenced in the Financial Model; (b) have not already been recovered through any Charges already invoiced; and (c) the Concessionaire is not able to re-assign to other Service Lines, <p>but excluding costs payable to a Related Party or an Affiliate;</p>
Committed Service Management Costs	<p>means costs to which the Concessionaire is committed up to the Termination Date for the performance of the ESN Service Management Services which:</p> <ul style="list-style-type: none"> (a) are evidenced in the Financial Model; (b) have not already been recovered through any Charges already invoiced; and (c) the Concessionaire is not able to re-assign to other Service Lines, <p>but excluding:</p> <ul style="list-style-type: none"> (d) costs payable to a Related Party or an Affiliate; and (e) unamortised capital costs if the ESN Service Management Services are terminated after the Commercial Mobile Services Commencement Date;

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Common Criteria	means the international standard for specifying, implementing, and evaluating the capabilities of security products and systems;
Comparable Supply	means the supply of services to another customer of the Concessionaire that are the same or similar to any of the Services;
Completion Dataroom	means the TCP Project electronic dataroom to be set-up and maintained for the purpose of completion of the Agreement;
Concessionaire	means BAI Communications Ltd;
Concessionaire Assets	<p>means:</p> <ul style="list-style-type: none"> (a) locations; or (b) fixtures, <p>(or any part of them) owned, controlled or occupied by the Concessionaire which are made available by the Concessionaire for use by the Concessionaire for provision of the Services (or any part of them), but excluding Concessionaire Infrastructure;</p>
Concessionaire Background IPRs	<p>means:</p> <ul style="list-style-type: none"> (a) Intellectual Property Rights owned by the Concessionaire before the Effective Date, for example those subsisting in the Concessionaire's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Concessionaire's know-how or generic business methodologies; and/or (b) Intellectual Property Rights created by the Concessionaire independently of this Agreement, <p>which in each case is or will be used before or during the Term for designing, testing, implementing or providing the Services but excluding Intellectual Property Rights owned by the Concessionaire subsisting in the Concessionaire Software;</p>
Concessionaire Data	<p>means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:</p> <ul style="list-style-type: none"> (a) are supplied to TTL or any other member of the TfL Group by or on behalf of the Concessionaire; and/or (b) TTL or any other member of the TfL Group is required to generate, process, store or transmit pursuant to the provisions of this Agreement;
Concessionaire Effects	means all assets and rights (including Concessionaire Infrastructure, tools, hardware and equipment) used by the Concessionaire or a Key Sub-contractor (but not hired, leased or loaned from TTL or any other member of the TfL Group) to provide the Services in accordance with this Agreement but excluding TTL Effects;

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Concessionaire Encumbrance	means any mortgage, charge, pledge, hypothecation, lien, assignment by way of security, title retention, option, right to acquire, right of pre-emption, right of set-off, counterclaim, trust arrangement or other security, preferential right or agreement to confer security, or any equity or restriction (but excluding liens arising by operation of law);
Concessionaire Infrastructure	means Telecommunications Infrastructure owned by the Concessionaire;
Concessionaire IT System	means the Concessionaire's IT system used by the Concessionaire in implementing and performing the Services;
Concessionaire Non-Performance	has the meaning set out in Clause 34.2 (TTL Cause);
Concessionaire Personnel	means all directors, officers, employees, workers, agents, consultants and contractors of the Concessionaire, any Notified Affiliates or of any Sub-contractor engaged in the performance of the Concessionaire's obligations under this Agreement;
Concessionaire Representative	means the representative appointed by the Concessionaire pursuant to Clause 12.3 (Representatives);
Concessionaire Software	means software which is proprietary to the Concessionaire (or an Affiliate of the Concessionaire) and which is or will be used by the Concessionaire for the purposes of providing the Services, including the software specified as such in Schedule 5 (Intellectual Property Rights and Software);
Concessionaire Solution	means the Concessionaire's solution for the Services set out in Schedule 4.1 (Concessionaire Solution) and Schedule 4.5 (Business Plan) including any Annexes of those Schedules;
Concessionaire Termination Event	<p>means:</p> <ul style="list-style-type: none"> (a) the Concessionaire committing a material Default which is irremediable; (b) as a result of the Concessionaire's Default, TTL incurring Losses within any twelve (12) month period which exceed eighty per cent (80%) of the value of the liability cap as set out in Clause 26.5(f) (Concessionaire Financial and Other Limits); (c) a Remedial Adviser Failure save for Remedial Adviser Failures in respect of: <ul style="list-style-type: none"> (i) Fibre Delays; (ii) Streetscape Delays; (iii) Public Wi-Fi Delays; (iv) Fibre KPI Failures; (v) Streetscape KPI Failures;

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	<ul style="list-style-type: none"> (vi) Public Wi-Fi KPI Failures; (vii) a Capital Investment Commitment Failure in respect of the Fibre Services (as described in Clause 11.17(b) (Business Plan and Capital Investment)); (viii) a Capital Investment Commitment Failure in respect of the Streetscape Services (as described in Clause 11.17(c) (Business Plan and Capital Investment)); (ix) a Capital Investment Commitment Failure in respect of Public Wi-Fi Services (as described in Clause 11.17(d) (Business Plan and Capital Investment)); (x) Rectification Plans in respect of the Fibre Services, Streetscape Services or Public Wi-Fi Services where such Rectification Plans were agreed in accordance with Paragraph 6.7 of Schedule 6.1 (Implementation Plans); (xi) Material Test Issues solely in respect of either the Fibre Services, the Streetscape Services or the Public Wi-Fi Services; and/or (xii) a failure to satisfy Test Success Criteria in respect of either the Fibre Services, the Streetscape Services or the Public Wi-Fi Services in accordance with Paragraph 12.2 of Schedule 6.2 (Testing and Assurance); <p>(d) a Rectification Plan Failure save for Rectification Plan Failures in respect of:</p> <ul style="list-style-type: none"> (i) Fibre Delays; (ii) Streetscape Delays; (iii) Public Wi-Fi Delays; (iv) Fibre KPI Failures; (v) Streetscape KPI Failures; (vi) Public Wi-Fi KPI Failures; (vii) a Capital Investment Commitment Failure in respect of the Fibre Services (as described in Clause 11.17(b) (Business Plan and Capital Investment)); (viii) a Capital Investment Commitment Failure in respect of the Streetscape Services (as

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	<p>described in Clause 11.17(c) (Business Plan and Capital Investment));</p> <p>(ix) a Capital Investment Commitment Failure in respect of Public Wi-Fi Services (as described in Clause 11.17(d) (Business Plan and Capital Investment));</p> <p>(x) Rectification Plans in respect of the Fibre Services, Streetscape Services or Public Wi-Fi Services where such Rectification Plans were agreed in accordance with Paragraph 6.7 of Schedule 6.1 (Implementation Plans);</p> <p>(xi) Material Test Issues solely in respect of either the Fibre Services, the Streetscape Services or the Public Wi-Fi Services; and/or</p> <p>(xii) a failure to satisfy Test Success Criteria in respect of either the Fibre Services, the Streetscape Services or the Public Wi-Fi Services in accordance with Paragraph 12.2 of Schedule 6.2 (Testing and Assurance);</p> <p>(e) where a right of termination is expressly reserved in this Agreement, including pursuant to:</p> <p>(i) Clause 20 (IPRs Indemnity); and/or</p> <p>(ii) Clause 42.7(b) (Prevention of Fraud and Bribery); and/or</p> <p>(iii) Clause 47 (Work Related Road Risk); and/or</p> <p>(iv) Paragraph 4 of Schedule 7.4 (Financial Distress);</p> <p>(f) the representation and warranty given by the Concessionaire pursuant to Clauses 3.4(a), 3.4(b), 3.4(d), 3.4(g), 3.4(h), 3.4(i), 3.4(n), 3.4(r) (Warranties) being materially untrue or misleading;</p> <p>(g) the Concessionaire committing a material Default under Clause 11.13 (Promoting Tax Compliance) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 11.13 (Promoting Tax Compliance) which in the reasonable opinion of TTL are acceptable;</p> <p>(h) the Concessionaire committing a material Default:</p> <p>(i) under any of the following Clauses:</p> <p>(A) Clause 6.5(f) (Services) provided that the Concessionaire has been given thirty (30) Working Days' notice of such Default and following such thirty</p>

Defined Term	Definition
	<p>(30) Working Days (or such longer period as the Parties may agree, both acting reasonably) the Default is subsisting (save for where the Concessionaire is obliged to submit to TTL the Revenue Share Information in accordance with Paragraph 12.2 of Schedule 7.1 (Fees and Charges) or make available to TTL the Reports in accordance with Schedule 8.1 (Governance) in which case the remedy period described in this limb 1.1.1(h)(i)(A) shall not apply;</p> <p>(B) Clause 24 (Protection of Personal Data);</p> <p>(C) Clause 23 (Transparency and Freedom of Information);</p> <p>(D) Clause 22 (Confidentiality); and</p> <p>(E) Clause 38 (Compliance); and/or</p> <p>(ii) in respect of any security requirements set out in Schedule 2.1 (Services Description) and/or Schedule 2.4 (Security Management); and/or</p> <p>(iii) in respect of any requirements set out in Schedule 9.1 (Staff Transfer);</p> <p>(i) an Insolvency Event occurring in respect of the Concessionaire or the Guarantor;</p> <p>(j) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of TTL with the Guarantor or with another guarantor which is acceptable to TTL);</p> <p>(k) any failure by the Concessionaire to provide a replacement, renewed or extended Performance Bond in accordance with the provisions of Schedule 11 (Performance Bond);</p> <p>(l) a change of Control of the Concessionaire or the Guarantor to an entity or person of a non-adhering OECD country;</p> <p>(m) without prejudice to limb (l), a change of Control of the Concessionaire or a Guarantor unless:</p> <p>(i) TTL has given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or</p>

Defined Term	Definition
	<p>(ii) TTL has not served its notice of objection within six (6) months of the later of the date on which the change of Control took place or the date on which TTL was given notice of the change of Control;</p> <p>(n) a change of Control of a Key Sub-contractor that TTL notifies to the Concessionaire within no less than two (2) months from the date of becoming aware of the change of Control, which shall be the earlier of:</p> <p>(i) the Concessionaire notifying TTL of such change of Control; or</p> <p>(ii) TTL notifying the Concessionaire of such change of Control that objects to it,</p> <p>unless, within six (6) months of being notified by TTL that it objects to such change of Control, the Concessionaire terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by TTL pursuant to Clause 16.5 (Appointment of Key Sub-contractors). For the avoidance of doubt, if there is a change of Control of a Key Sub-contractor and TTL does not notify the Concessionaire of any objection within the prescribed time period aforementioned, such change of Control shall not give rise to a right of termination;</p> <p>(o) a failure by the Concessionaire to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law;</p> <p>(p) a persistent breach by the Concessionaire of any of the following clauses:</p> <p>(i) Clause 48.1 (Criminal Record Declarations); or</p> <p>(ii) Clause 48.2 (Criminal Record Declarations);</p> <p>(q) failure to provide ESN Service Management Services (if called off in accordance with Clause 6.34 (ESN Service Management Services)); and</p> <p>(r) any Annual Financial Statement being subject to an Adverse Audit Opinion provided that (save in the event of wilful misconduct or fraud) the Concessionaire has been given thirty (30) Working Days' notice of such Adverse Audit Opinion and following such thirty (30) Working Days (or such longer period as the Parties may agree, both acting reasonably) the Concessionaire has not rectified the Adverse Audit Opinion;</p>

Defined Term	Definition
Concessionaire Wayleave Agreement	means any Draft Concessionaire Wayleave Agreement which has subsequently been approved under Clauses 6.9(d) (Concessionaire Wayleaves) or 6.11(f)(ii) (Wayleaves on Commercial Mobile Services Commencement Date) or completed;
Concessionaire's Final Concessionaire Personnel List	means a list provided by the Concessionaire of all Concessionaire Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
Concessionaire's Provisional Concessionaire Personnel List	means a list prepared and updated by the Concessionaire of all Concessionaire Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list may no longer be provided by the Concessionaire;
Confidential Information	<p>means:</p> <ul style="list-style-type: none"> (a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to: <ul style="list-style-type: none"> (i) the Disclosing Party Group; or (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group; (b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Agreement; (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and (d) Information derived from any of the above, <p>but not including any Information which:</p> <ul style="list-style-type: none"> (a) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (b) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality

Defined Term	Definition
	<p>agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;</p> <p>(c) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;</p> <p>(d) was independently developed without access to the Confidential Information; or</p> <p>(e) relates to the Concessionaire's:</p> <p>(i) performance under this Agreement; or</p> <p>(ii) failure to pay any Sub-contractor;</p>
Configuration Item	<p>means:</p> <p>(a) any Telecommunications Infrastructure;</p> <p>(b) a component of any Telecommunications Infrastructure; or</p> <p>(c) a combination of Telecommunications Infrastructure,</p> <p>identified as a line item in the CMDB;</p>
Configuration Management Database or CMDB	<p>means the configuration management database which sets out information in relation to all Telecommunications Infrastructure appropriately grouped into Configuration Items and is required to contain the information described in requirement GRT4(h) of Schedule 2.1 (Services Description);</p>
Content Filter Service	<p>has the meaning set out in requirement WFT1(i) of Schedule 2.1 (Services Description);</p>
Contract Breakage Costs	<p>means the amounts payable by the Concessionaire to Sub-contractors for terminating all relevant Sub-contracts which:</p> <p>(a) the Concessionaire can demonstrate it entered into specifically in order to deliver the ESN Implementation Services or ESN Service Management Services (as applicable); and</p> <p>(b) are unavoidable, proven, reasonable and not capable of recovery; and</p> <p>(c) are incurred as a direct result of the early termination of the ESN Implementation Services or ESN Service Management Services (as applicable),</p> <p>but excluding amounts payable under Sub-contracts with Affiliates of the Concessionaire;</p>

Defined Term	Definition
Contract Change	means any change to this Agreement;
Contract Year	<p>means:</p> <ul style="list-style-type: none"> (a) period of twelve (12) months commencing on the Effective Date; or (b) thereafter a period of twelve (12) months commencing on each anniversary of the Effective Date, <p>provided that the final Contract Year shall end on the expiry or termination of the Agreement;</p>
Control	means the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be construed accordingly;
Correction Plan	has the meaning set out in Paragraph 4.4 of Schedule 7.2 (Payments on Expiry and Termination);
Cost Approach	has the meaning set out in Paragraph 1.2 of Annex 1 (Valuation Methodology) of Schedule 7.2 (Payments on Expiry and Termination);
CRTPA	means the Contracts (Rights of Third Parties) Act 1999;
Current Assets	means the value of the current assets of the Concessionaire, calculated in accordance with IAS1.66;
Current Liabilities	means the value of the current liabilities of the Concessionaire, calculated in accordance with IAS1.69;
Current Month	has the meaning set out in Paragraph 12.2 of Part A of Schedule 7.1 (Fees and Charges);
Customer	means any party who is a party to a Customer Contract;
Customer Contract	means any agreement or arrangement between the Concessionaire and any party (including a Related Party) relating to the provision of Customer Products;
Customer Products	means the products that the Concessionaire provides to its Customers which involve the use of TTL Assets and/or GLA Group and/or London Borough Assets;
Data Book	<p>means together the:</p> <ul style="list-style-type: none"> (a) Financial Model data book; (b) Works Funded By Grants data book; (c) ESN implementation charges data book; and (d) ESN service management charges data book,

Defined Term	Definition
	as set out at Paragraph 1.1(b) of Part C of Schedule 4.5 (Business Plan);
Data Controller	has the meaning set out in Data Protection Legislation;
Data Processor	has the meaning set out in Data Protection Legislation;
Data Protection Impact Assessment	means a process used to identify and mitigate the privacy and data protection risks associated with an activity involving the Processing of Personal Data;
Data Protection Legislation	<p>means:</p> <ul style="list-style-type: none"> (a) the 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; (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (d) any other legislation in force from time to time in the United Kingdom or otherwise applicable to either Party or the Services relating to privacy and/or the Processing of Personal Data; and <p>any statutory codes of practice or guidance issued by the Information Commissioner or any other relevant regulator or government authority in relation to the legislation referred to in (a) to (d) above;</p>
Data Subject	has the meaning set out in Data Protection Legislation;
Day Rates	means on the Effective Date, the rates set out in Annexes 2 (TTL Engineering Services Day Rates), 3 (TTL Construction Management Services Day Rates) and 4 (TTL HSE Services Day Rates) of Schedule 7.1 (Fees and Charges) and thereafter as adjusted in accordance with Paragraph 4.3 of Part A of Schedule 7.1 (Fees and Charges);
DCMS	means the Department of Culture, Media & Sport;
Declaration	has the meaning set out in Clause 48.1 (Criminal Record Declarations) of this Agreement;
Declaration of Ineffectiveness	means a declaration of ineffectiveness in relation to this Agreement made by a court of competent jurisdiction in accordance with Regulation 98 of the Public Contracts Regulations 2015 (as amended) or Regulation 113(2)(a) or Regulation 118(3) of the Utilities Contracts Regulations 2016 (as amended) or regulation 59 of the Concession Contracts Regulations 2016;
Default	means any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement;

Defined Term	Definition
	(b) the Low Level Designs produced in accordance with requirements CMT1(k), CMT1(l), FST1(b), SST1(b) and WFT1(a) of Schedule 2.1 (Services Description);
Destination Station	means any Station which is designated as a "Destination" in the 'Category' column of the table set out in Paragraph 1 of Annex 1 (Commercial Mobile Services coverage) of Schedule 2.1 (Services Description);
Detailed Implementation Plans	means the plans referred to in Paragraphs 3.1(a) to 3.1(c), 3.2 and 3.3 of Schedule 6.1 (Implementation Plans) and " Detailed Implementation Plan " shall mean any one (1) of them;
Detailed Test Strategy	means the detailed test strategy produced and updated by the Concessionaire during the Term in accordance with Paragraphs 4.3 to 4.6 of Schedule 6.2 (Testing and Assurance);
Detailed Verification Activity Plan	means the detailed verification activity plan produced and updated by the Concessionaire during the Term in accordance with Paragraphs 2.3 to 2.6 of Schedule 6.2 (Testing and Assurance);
Disaster	means the occurrence of one (1) or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for period of twenty-four (24) hours or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period;
Disaster Recovery Plan	has the meaning set out in Paragraph 1.2(a)(iii) of Schedule 8.6 (Business Continuity and Disaster Recovery);
Disaster Recovery Services	means the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster;
Disaster Recovery System	means the system identified by the Concessionaire in the Concessionaire Solution which shall be used for the purpose of delivering the Disaster Recovery Services;
Disclosing Party	has the meaning set out in Clause 22.1 (Confidentiality);
Dispute	means any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
Dispute Notice	means a written notice served by one (1) Party on the other stating that the Party serving the notice believes that there is a Dispute;
Dispute Resolution Procedure	means the dispute resolution procedure set out in Part A of Schedule 8.3 (Dispute Resolution Procedure & Conduct of Claims);
Distribution Network Operator	means a company that is licensed to distribute electricity in the UK;

Defined Term	Definition
Document Management Plan	means the document management plan which sets out how the Concessionaire will manage the entirety of Documents and information pertaining to this Agreement, as further described in Paragraph 2.1 of Schedule 8.4 (Document Management);
Document Management System	means the document management system for the storage and version control of, and access to, the Documents, as described in Paragraphs 2.5 to 2.11 of Schedule 8.4 (Document Management);
Document Register	means the register of Documents, as amended from time to time, which, as at the Effective Date, is set out at Annex 1 (Document Register) of Schedule 8.4 (Document Management) and which is maintained by the Concessionaire in accordance with Paragraphs 2.15 to 2.19 of Schedule 8.4 (Document Management);
Documents	means the physical or electronic documents that the Concessionaire is required to prepare and provide to TTL under this Agreement (including those set out in Annex 1 (Document Register) to Schedule 8.4 (Document Management) and As-Built Records) and " Document " means any one (1) of them;
DOTAS	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
Draft Concessionaire Wayleave Agreement	means the wayleave agreement in the form attached at Part A of Schedule 14 (Property Documents);
Draft Operator Wayleave Agreement	means the wayleave agreement in the form attached at Part B of Schedule 14 (Property Documents);
Ducts	means TTL or any other member of the TfL Group controlled conduit prefabricated in sections;
Due Diligence Information	means any information supplied to the Concessionaire by or on behalf of TTL or other member of the TfL Group prior to the Effective Date;
EAP-Method	means Extensible Authentication Protocol Method to provide Mobile Network Operator Wi-Fi roaming;
Early Warning Notice	has the meaning set out in Clause 34.1(a) (TTL Cause);
EDI Action Plan	means the strategic equality diversity and inclusion action plan produced by the Concessionaire and approved by TTL in accordance with Paragraph 1.1 of Part C of Schedule 12 (Responsible Procurement) and updated from time to time in accordance with Paragraphs 1.7 and 1.8 of Part C of Schedule 12 (Responsible Procurement);

Defined Term	Definition
Effective Date	means the date on which this Agreement is signed by both Parties;
EIRs	means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;
Electricity Consumption	means the electricity consumed, measured in kilowatt hours (kWh) by reference to either an installed electricity meter or the Elexon Charge Code;
Electricity Rate	means the price per kilowatt hour (kWh);
Electricity Re-Charge Fee	has the meaning set out in Paragraph 8.3 of Part A of Schedule 7.1 (Fees and Charges);
Electronic Communications Code	means the Electronic Communications Code as set out in Schedule 3A to the Communications Act 2003;
Elexon Charge Codes	has the meaning set out at https://www.elexon.co.uk/operations-settlement/unmetered-supplies/charge-codes-and-switch-regimes/ ;
Emergency Exit	means any termination of this Agreement which is a: <ul style="list-style-type: none"> (a) termination of the whole or part of this Agreement in accordance with Clause 36 (Termination Rights), except where the period of notice given under that Clause is greater than or equal to six (6) months; (b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 36 (Termination Rights); or (c) wrongful termination or repudiation of this Agreement by either Party;
Emergency Intervention Point or EIP	means any emergency intervention point set out at Paragraph 3 of Annex 3 (Additional Coverage Locations for ESN) of Schedule 2.1 (Services Description);
Emergent Standard	has the meaning set out in Paragraph 2.1(b) of Schedule 2.3 (Standards);
Employee Liabilities	means any and all claims (save any claims for personal injury which are covered by insurance), actions, proceedings, orders, demands, complaints, investigations, awards (including tribunal awards), compensation, damages, fines, losses, penalties, disbursements and payments made by way of settlement relating to employment, including any legal costs and expenses and any other costs and expenses reasonably incurred in connection with any of the foregoing, and including:

Defined Term	Definition
	<p>(a) redundancy payments, including contractual or enhanced redundancy payments, related termination costs and notice payments;</p> <p>(b) unfair, wrongful or constructive dismissal compensation;</p> <p>(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</p> <p>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</p> <p>(e) compensation payable to any trade union or other employee representative in respect of any breach of obligation;</p> <p>(f) outstanding employment debts and unlawful deduction of wages or liabilities, including any related PAYE and national insurance contributions or liabilities;</p> <p>(g) employment claims whether in tort, contract or under statute or otherwise; and</p> <p>(h) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and the costs of implementing any requirements which may arise from such investigation;</p>
Employment Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other legislation in the United Kingdom implementing the Acquired Rights Directive;
End User	means the ultimate consumer of the Customer Products;
Engineering Hours	means the period of time between the finish and start of TfL's operational train services as published by TfL from time to time;
Engineering Overrun	means the Concessionaire has or should have requested late surrender protection (as defined in Rule Book 17 (Managing Access To The Track In Engineering Hours));
Engineering Overrun Payment	means on the Effective Date the sum of ten thousand pounds sterling (£10,000) and thereafter as adjusted in accordance with Clause 30.5 (Engineering Overrun Payments);
Equality, Diversity and Inclusion Report (EDI)	has the meaning set out in Paragraph 2.1 of Part C of Schedule 12 (Responsible Procurement);
ESN	means Emergency Services Network – a 4G / LTE based prioritised voice and data network with associated services;

Defined Term	Definition
ESN Annex 3 Location Complete Milestone	has the meaning set out in Paragraph 1.1(b)(viii) of Annex 5 (Mobile Services Detailed Implementation Plan Requirements) of Schedule 6.1 (Implementation Plans);
ESN Annex 3 Locations	means any location set out in Annex 3 (Additional Coverage Locations for ESN) of Schedule 2.1 (Services Descriptions);
ESN Coverage	means the ESN service provided by the ESN Coverage Supplier, delivered over the Neutral Host Cellular Solution addressing the locations listed in Annexes 1 (Commercial Mobile Services coverage) and 3 (Additional Coverage Locations for ESN) of Schedule 2.1 (Services Description);
ESN Coverage Supplier	means the ESN mobile network operator from time to time;
ESN Designs	means: <ul style="list-style-type: none"> (a) the elements of the Mobile High Level Design which reflect the requirements set out in Part B of Schedule 2.1 (Services Description); and (b) the Low Level Designs for Base Station Hotels providing ESN Coverage; and (c) the Low Level Designs produced in accordance with requirement ESN1(a);
ESN Device	means a device that is approved to operate the 'push to talk' capability using the ESN services;
ESN High Level Design	means the document entitled "TfL ESN High Level Design (HLD) version 1.21" with document reference "NHESN-TfL-COM-R001_0-SPE-ZZ-0001" dated 18 January 2019 and made available to the Concessionaire prior to the Effective Date;
ESN Implementation Charges	has the meaning set out in Paragraph 2 of Part B of Schedule 7.1 (Fees and Charges);
ESN Implementation Milestone Margin	the absolute margin included in the relevant Milestone Charge as identified from the Data Book;
ESN Implementation Services	means the services set out at Part B of Schedule 2.1 (Services Description);
ESN Implementation Services Margin	the percentage margin for ESN Implementation Services as derived from the Data Book;
ESN Location	means the locations comprising Stations, Tunnel Sections, Base Station Hotels and ESN Annex 3 Locations;
ESN Location Low Level Design Milestone	has the meaning set out in Paragraph 1.1(b)(iii) of Annex 5 (Mobile Services Detailed Implementation Plan Requirements) of Schedule 6.1 (Implementation Plans);

Defined Term	Definition
ESN Milestone Costs	means categories of costs as detailed in the Financial Model which are incurred on the Achievement of the relevant Milestone and are evidenced to the satisfaction of TTL;
ESN Monthly Service Management Charge	has the meaning set out in Paragraph 6.1 of Part B of Schedule 7.1 (Fees and Charges);
[REDACTED]	[REDACTED]
ESN Service Management Charges	means charges payable to the Concessionaire by the ESN Coverage Supplier or TTL (as appropriate) in respect of service management services relating to ESN;
ESN Service Management Services	means the services set out in Schedule 13 (ESN Service Management Services);
ESN Service Management Services Margin	means the percentage margin for ESN Service Management Services as derived from the Data Book;
ESN Stations	means the stations listed in Paragraph 1 of Annex 3 of Schedule 2.1 (Services Description);
ESN Tunnel Sections	means the tunnel sections listed in Paragraph 2 of Annex 3 of Schedule 2.1 (Services Description);
Ethical Sourcing Principles	has the meaning set out in Paragraph 1.2 of Part B of Schedule 12 (Responsible Procurement);
ETSI	means European Telecommunications Standards Institute;
EU References	has the meaning set out in Clause 1.3(k)(i) (Definitions and Interpretation);
Existing Agreement	means any contract listed in Annex 4 (Existing Agreements) of Schedule 2.1 (Services Description);
Existing Pilot Service	means the service to support the provision of 2G, 3G and 4G coverage on the Jubilee Line which at the Effective Date is being provided by Capita Business Services Ltd;
Exit Day	has the meaning set out in the European Union (Withdrawal) Act 2018;
Exit Information	has the meaning set out in Paragraph 4.2 of Schedule 8.5 (Exit Management);
Exit Manager	means the person appointed by each Party for managing the Parties' respective obligations pursuant to Paragraph 3.1 of Schedule 8.5 (Exit Management);

Defined Term	Definition
Exit Plan	means: <ul style="list-style-type: none"> (a) the Outline Exit Plan; or (b) (if and when Approved by TTL pursuant to Paragraph 6.1 of Schedule 8.5 (Exit Management)) the Exit Plan produced and updated by the Concessionaire during the Term in accordance with Paragraph 6.4 of Schedule 8.5 (Exit Management);
Expired Relevant Transaction	has the meaning set out in Paragraph 11.6 of Part A of Schedule 7.1 (Fees and Charges);
Expiry Date	means, as the context requires: <ul style="list-style-type: none"> (a) the last day of the Initial Term; or (b) the last day of the Extension Period, as more particularly described in Clause 4.1 (Term);
Extension Period	means a period of five (5) years from the end of the Initial Term;
Extension Period Business Plan	has the meaning set out in Clause 5.5 (Business Plan and Extension Business Plan Submission);
Failure	has the meaning set out in the "Definitions" cell of the "CM2 – (Commercial Mobile Severity Level 1 Fix Time Failure)" table set out in Paragraph 1 of Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Fair Deal Employees	means those Transferring TTL Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal;
Fast-track Change	means any Contract Change which the Parties agree to expedite in accordance with Paragraph 7 of Schedule 8.2 (Change Control Procedure);
Fee Year	means, as the context requires: <ul style="list-style-type: none"> (a) the period commencing on the Effective Date and ending on the first 20 December following the Effective Date; and (b) each subsequent twelve (12) month period commencing on 21 December (save that the final Fee Year shall end on the date of termination or expiry of this Agreement);
Fees	has the meaning set out in Paragraph 1.1 of Part A of Schedule 7.1 (Fees and Charges);
Fibre Capital Investment Commitment	means the Capital Investment commitment in respect of Fibre Services for the relevant Financial Year as set out in row 76 of Pro Forma A (vi) of the Business Plan Financial Summary;

Defined Term	Definition
Fibre Delay	means a delay in the Achievement of a Key Milestone set out in the Fibre Services Outline Implementation Plan or the Fibre Services Detailed Implementation Plan by its Milestone Date;
Fibre High Level Design	means the high level design relating to Fibre Services set out in the document entitled 'Schedule 4.1 (Concessionaire Solution' - A3.1 (Fibre Services (Requirements and Design' as updated from time to time in accordance with Schedule 2.1 (Services Description);
Fibre KPI Failure	means a failure to meet the KPI Target Performance Level in respect of a Key Performance Indicator for the Fibre Services set out in Paragraph 2 of Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Fibre Services	means the specific requirements detailed in Paragraph 3 of Schedule 2.1 (Services Description);
Fibre Services Detailed Implementation Plan	means the plan developed and revised from time to time in accordance with Paragraphs 3.1(b) and 4 of Schedule 6.1 (Implementation Plans);
Fibre Services Gross Revenue	means the Gross Revenue for the relevant month attributable to the Fibre Services;
Fibre Services Revenue Share Fee	means the higher of: <ul style="list-style-type: none"> (a) zero (0); and (b) the Fibre Services Gross Revenue multiplied by the Fibre Services Revenue Share Percentage;
Fibre Services Revenue Share Percentage	means the percentage set out in cell D66 of Pro Forma A(ii) of the Business Plan Financial Summary;
Final Date for Payment	means, as the context requires, the: <ul style="list-style-type: none"> (a) Asset Upgrade Fee Final Date for Payment; (b) Milestone Final Date for Payment; or (c) TTL Resource Fee Final Date for Payment;
Final Defect Sum	has the meaning set out in Paragraph 3.4(c) of Schedule 7.2 (Payments on Expiry and Termination);
Final Manufacturer's Support Adjustment Sum	has the meaning set out in Paragraph 3.4(b) of Schedule 7.2 (Payments on Expiry and Termination);
Final Valuation Report	has the meaning set out in Paragraph 3.4 of Schedule 7.2 (Payment on Expiry and Termination);
Final Valuation Sum	has the meaning set out in Paragraph 3.4(a) of Schedule 7.2 (Payments on Expiry and Termination);

Defined Term	Definition
Financial Assessment Company	means in respect of the Concessionaire, Creditsafe Business Solutions Limited (company number 03836192) whose registered office is at Bryn House Caerphilly Business Park, Van Road, Caerphilly, CF83 3GG, including its successors and permitted assigns;
Financial Distress Event	means the occurrence of one (1) or more of the events listed in Paragraph 2.1 of Schedule 7.4 (Financial Distress);
Financial Distress Service Continuity Plan	means a plan setting out how the Concessionaire will ensure the continued performance and delivery of the Services in accordance with this Agreement in the event that a Financial Distress Event occurs, as updated in accordance with Paragraph 3.6 Schedule 7.4 (Financial Distress);
Financial Liquidity Obligations	means the obligations set out in Clauses 11.23 to 11.25 (Financial Liquidity);
Financial Liquidity Ratios	has the meaning set out in Clauses 11.23(a) and 11.23(b) (Financial Liquidity);
Financial Model	means the financial model and the Data Book set out in Part C of Schedule 4.5 (Business Plan);
Financial Performance Measurement Period	has the meaning set out in Clause 11.23(b) (Financial Liquidity);
Financial Transparency Objectives	has the meaning set out in Paragraph 1 of Part A of Schedule 7.5 (Financial Transparency and Audit Rights);
Financial Year	means, as the context requires: <ul style="list-style-type: none"> (a) the period commencing on the Effective Date and ending on the first 31 March following the Effective Date; and (b) each subsequent twelve (12) month period commencing on 1 April (save that the final Financial Year shall end on the date of termination or expiry of this Agreement);
Fix	has the meaning set out in the "Definitions" cell of the "CM2 – (Commercial Mobile Severity Level 1 Fix Time Failure)" table set out in Paragraph 1 of Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Fix Time	has the meaning set out in the "Definitions" cell of the "CM2 – (Commercial Mobile Severity Level 1 Fix Time Failure)" table set out in Paragraph 1 of Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Fix Time Target	means either: <ul style="list-style-type: none"> (a) Severity Level 1 Fix Time Target; or (b) Severity Level 2 Fix Time Target;

Defined Term	Definition
Fixed Concession Fee	has the meaning set out in Paragraph 2 of Part A of Schedule 7.1 (Fees and Charges);
Fixed Concession Fee Indexation Factor	has the meaning set out in Paragraph 10.2 of Part A of Schedule 7.1 (Fees and Charges);
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
Force Majeure Event	<p>means any of the following and the effects thereof if and only to the extent that such event is not caused by, and the effects are beyond the reasonable control of, the Affected Party and which are not attributable to any wilful act, neglect or failure to take responsible preventative action by the Affected Party and that it is not an event or effect which would have been avoided or reduced (to the extent of such reduction) by proper performance by the Affected Party of any of its obligations under this Agreement:</p> <ul style="list-style-type: none"> (a) acts of God; (b) riots; (c) war, civil war (whether declared or undeclared) or armed conflict; (d) acts, or a credible threat of terrorism; (e) explosion, fire or flood; (f) storm, earthquake or disaster; (g) nuclear, chemical or biological contamination; or (h) unexploded bombs or other munitions;
Force Majeure Notice	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
Forecast Resource Days	has the meaning set out in Paragraph 4.1(a) of Part A of Schedule 7.1 (Fees and Charges);
Gateway Station	means any Station which is designated as a "Gateway " in the 'Category' column of the table set out in Paragraph 1 of Annex 1 (Commercial Mobile Services coverage) of Schedule 2.1 (Services Description);
General Anti-Abuse Rule	<p>means:</p> <ul style="list-style-type: none"> (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive

Defined Term	Definition
	arrangements to avoid national insurance contributions;
General Change in Law	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Concessionaire) or which affects or relates to a Comparable Supply;
GLA Act	means the Greater London Authority Act 1999;
GLA Group	means the Greater London Authority (" GLA "), Transport for London, the Mayor's Office for Policing and Crime, the London Fire Commissioner, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation (" Functional Bodies ") each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any " member of the Authority Group " shall refer to the GLA, any Functional Body or any such subsidiary;
GLA Group And London Borough Assets	<p>means:</p> <ul style="list-style-type: none"> (a) locations; or (b) fixtures, <p>(or any part of them) owned, controlled or occupied by a member of the GLA Group or a London Borough which are made available by a member of the GLA Group or a London Borough through TTL for use by the Concessionaire for provision of the Services (or any part of them), including Streetscape Assets and ducts but excluding GLA Group and London Borough Telecommunications Infrastructure;</p>
Good Industry Practice	<p>means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from:</p> <ul style="list-style-type: none"> (a) a leading and expert supplier of services similar to the Services to a customer like TTL or TfL; and (b) a competent and experienced designer and/or operator of telecoms infrastructure and network installation services, <p>such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;</p>
Governance Meetings	means the meetings described in Annex 1 (Governance Meetings) of Schedule 8.1 (Governance) and " Governance Meeting " shall mean any one (1) of them;
Government Security Classifications	means the Government Security Classifications published by the Cabinet Office as identified in Schedule 2.3 (Standards) and updated from time to time, including any details notified by TTL to the Concessionaire;

Defined Term	Definition
Grid Supply Point	means a point of supply from the national electrical transmission system;
Gross Revenue	<p>means the gross value of all sums earned, receivable or accountable (whether or not payment is made and without any deduction) by or to the Concessionaire under all of its Customer Contracts including:</p> <ul style="list-style-type: none"> (a) all monetary consideration, recognised at the earlier of such consideration being earned, receivable or accountable in accordance with Customer Contracts before the application of any service credits or other deductions; (b) all non-monetary consideration, recognised at the earlier of such consideration being earned, receivable or accountable in Customer Contracts; and (c) all compensation payments receivable under any loss of revenues or business interruption insurance policies in relation to the use of TTL Assets and/or GLA Group And London Borough Assets, <p>provided that where a Customer Contract is also a Relevant Transaction for which the Relevant Transaction Price has been determined not to be at Arm's Length Pricing in accordance with Paragraph 11.1(e)(vii)(A) of Part A of Schedule 7.1 (Fees and Charges), the sums earned, receivable or accountable under such Customer Contract shall be determined using the Arm's Length Pricing specified in accordance with Paragraph 11.1(e)(vii)(A) of Part A of Schedule 7.1 (Fees and Charges);</p> <p>but excluding:</p> <ul style="list-style-type: none"> (a) VAT on Concessionaire invoices paid by Customers; (b) any revenue earned, receivable or accountable by the Concessionaire in relation to ESN Implementation Charges; (c) any revenue earned, receivable or accountable by the Concessionaire in relation to ESN Service Management Charges; (d) any revenue earned, receivable or accountable by the Concessionaire in relation to Works Funded By Grants Group Charges; and (e) any sums that would have been earned, receivable or accountable by the Concessionaire under its Customer Contracts but for the occurrence of a force majeure event which prevented the Concessionaire complying with its obligations under the relevant Customer Contract;

Defined Term	Definition
Gross Revenue Reconciliation Report (REC1)	means the report of that name described in Table 1 of Annex 2 (Reports) of Schedule 8.1 (Governance);
GSM	means the Global System for Mobile Communication Standard;
GSMA	means the GSM Association;
Guarantee	means the deed of guarantee in favour of TTL entered into by the Guarantor on or about the date of this Agreement, or any guarantee acceptable to TTL that replaces it from time to time;
Guarantor	means Frequency Infrastructure Australia Holdings Pty Ltd, a company registered in Australia with company number ACN 136 262 952 and whose registered office is at Level 10 Tower A, 799 Pacific Highway, Chatswood, Sydney, NSW 2067, Australia;
[REDACTED]	[REDACTED] <div style="margin-left: 40px;"> <div style="display: flex; align-items: center;"> <div style="width: 10px; height: 10px; background-color: black; margin-right: 5px;"></div> <div style="width: 380px; height: 15px; background-color: black;"></div> </div> <div style="margin-top: 5px;"> <div style="display: flex; align-items: center;"> <div style="width: 10px; height: 10px; background-color: black; margin-right: 5px;"></div> <div style="width: 280px; height: 15px; background-color: black;"></div> </div> </div> </div>
Halifax Abuse Principle	means the principle explained in the CJEU Case C-255/02 Halifax and others;
Health and Safety Legislation	has the meaning set out in Clause 38.1(a) (Health and Safety);
Health and Safety Report (HSE1)	means the report of that name described in Table 1 of Annex 2 (Reports) of Schedule 8.1 (Governance);
Health and Safety Report (HSE2)	means the report of that name described in Table 1 of Annex 2 (Reports) of Schedule 8.1 (Governance);
Health and Safety Report (HSE3)	means the report of that name described in Table 1 of Annex 2 (Reports) of Schedule 8.1 (Governance);
Health and Safety Reports	means the following health and safety reports: <div style="margin-left: 40px;"> <div>(a) Health and Safety Report (HSE1);</div> <div>(b) Health and Safety Report (HSE2);</div> <div>(c) Health and Safety Report (HSE3); and</div> <div>(d) HSE Dashboard Report (HSE4),</div> </div> as detailed in Schedule 8.1 (Governance);
High Level Designs	means:

Defined Term	Definition
	<p>(a) the Fibre High Level Design;</p> <p>(b) the Streetscape High Level Design;</p> <p>(c) the Public Wi-Fi High Level Design; and</p> <p>(d) the Mobile High Level Design,</p> <p>and a "High Level Design" shall mean any one (1) of them;</p>
HMRC	means HM Revenue & Customs;
HSE Dashboard Report (HSE4)	means the report of that name described in Table 2 of Annex 2 (Reports) of Schedule 8.1 (Governance);
HVAC	means heating, ventilation and air conditioning;
ICNIRP	means International Council on Non-Ionizing Radiation Protection;
IEEE	means Institute of Electrical and Electronics Engineers;
IETF	means Internet Engineering Task Force;
IFRS	means International Financial Reporting Standards issued by International Accounting Standards Board (IASB);
Impact Assessment	means an assessment of a Change Request in accordance with Paragraph 4 of Schedule 8.2 (Change Control Procedure);
Implementation Forecast Report (IMP2)	means the report of that name described in Table 1 of Annex 2 (Reports) of Schedule 8.1 (Governance);
Implementation Monitoring Report (IMP1)	means the report of that name described in Table 1 of Annex 2 (Reports) of Schedule 8.1 (Governance);
Implementation Plans	<p>means:</p> <p>(a) the Outline Implementation Plans; or</p> <p>(b) (if and when Approved by TTL pursuant to Paragraph 3 of Schedule 6.1 (Implementation Plans)) the Detailed Implementation Plans as updated in accordance with Paragraph 4 of Schedule 6.1 (Implementation Plans) from time to time;</p>
Indemnified Party	has the meaning set out in Clause 11.6 (VAT);
Indemnifier	means a Party from whom an indemnity is sought under this Agreement;
Independent Telecoms Market Advisor or ITMA	means an individual, group of individuals or a firm with the necessary qualifications, ability and telecoms experience to advise on Arm's

Defined Term	Definition
	Length Pricing, for example an experienced transfer pricing practitioner at a reputable firm of accountants or economists;
Indexation Factor	has the meaning set out in Paragraph 10.1 of Part A of Schedule 7.1 (Fees and Charges);
Individual Defect Sum	has the meaning set out in Paragraph 3.2(b)(ii) of Schedule 7.2 (Payments on Expiry and Termination);
Individual Support Adjustment Sum	has the meaning set out in Paragraph 3.2(b)(i) of Schedule 7.2 (Payments on Expiry and Termination);
Individual Valuation Sum	has the meaning set out in Paragraph 3.2(a) of Schedule 7.2 (Payments on Expiry and Termination);
Industry Standard	has the meaning set out in Paragraph 2.1(a)(i) of Schedule 2.3 (Standards);
Information	means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
Information Commissioner	means the UK's Information Commissioner's Office;
Information Security Management System or ISMS	means the information security management system and processes developed by the Concessionaire in accordance with Paragraph 14 of Schedule 2.4 (Security Management) as updated from time to time in accordance with Schedule 2.4 (Security Management);
Infrastructure Available Date	means earlier of: <ul style="list-style-type: none"> (a) the date on which TTL notifies the Concessionaire that an item of TTL Installed Infrastructure is available for verification; and (b) the date specified in Paragraph 1 or 2 (as applicable) of Annex 5 of Schedule 2.1 (Services Description) for the relevant Station or Tunnel Section;
Infrastructure Register	has the meaning set out in requirement GRT6(j) of Schedule 2.1 (Services Description);
Initial Bond Amount	has the has the meaning set out in Paragraph 1.1 of Schedule 11 (Performance Bond);
Initial SLNT Plan	means the initial strategic labour needs and training plan set out at Annex 2 (Initial SLNT Plan) of Part A of Schedule 12 (Responsible Procurement) submitted by the Concessionaire to TTL prior to the Effective Date;
Initial Term	means the period of twenty (20) years from and including the Effective Date;
Insolvency Event	means:

Defined Term	Definition
	<p>(a) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) the other Party commences negotiations with one (1) or more of its creditors (using any scheme, restructuring plan, reconstruction and arrangement, voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any scheme, restructuring plan, reconstruction and arrangement, compromise or arrangement with one (1) or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one (1) or more other companies or the solvent reconstruction of that other Party;</p> <p>(c) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party or a moratorium under Part A1 of the Insolvency Act 1986 comes into force for the other Party;</p> <p>(d) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within fourteen (14) days;</p> <p>(e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where the other Party is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one (1) or more other companies or the solvent reconstruction of that other Party;</p>

Defined Term	Definition
	<p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over the other Party;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that other Party has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
Insurances	has the meaning set out in Paragraph 1.1 of Schedule 2.5 (Insurance Requirements);
Intellectual Property Rights or IPRs	<p>means:</p> <p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at limb (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
Interim Base Station Hotel	means a base station hotel provided by the Concessionaire on a temporary basis for the purposes of enabling the ESN Coverage Supplier to provide ESN Coverage pending the provision of one (1) or more permanent Base Station Hotels;
Interim Valuation	has the meaning set out in Paragraph 6.1 of Schedule 7.2 (Payments on Expiry and Termination);
Interim Valuation Report	means any output prepared by the Valuer following an Interim Valuation;

Defined Term	Definition
Internet Service	has the meaning set out in requirement WFT1(f) of Schedule 2.1 (Services Description);
Internet Service Provider	has the meaning set out in section 30 of Part 3 of the Digital Economy Act 2017;
Intervention Cause	has the meaning set out in Clause 32.1 (Remedial Adviser);
Intervention Notice	has the meaning set out in Clause 32.1 (Remedial Adviser);
Intervention Period	has the meaning set out in Clause 32.3(c) (Remedial Adviser);
Intervention Trigger Event	<p>means:</p> <ul style="list-style-type: none"> (a) any event falling within limb (a), (b), (d), (e) or (f) of the definition of a "Concessionaire Termination Event"; (b) a Default by the Concessionaire that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (c) the Concessionaire not Achieving a Key Milestone within sixty (60) Working Days of its relevant Milestone Date; and/or (d) a Rectification Plan Failure in respect of: <ul style="list-style-type: none"> (i) a Fibre Delay; (ii) a Streetscape Delay; (iii) a Public Wi-Fi Delay; (iv) a Fibre KPI Failure; (v) a Streetscape KPI Failure; (vi) a Public Wi-Fi KPI Failure; (vii) a Capital Investment Commitment Failure in respect of the Fibre Services (as described in Clause 11.17(b) (Business Plan and Capital Investment)); (viii) a Capital Investment Commitment Failure in respect of the Streetscape Services (as described in Clause 11.17(c) (Business Plan and Capital Investment)); and (ix) a Capital Investment Commitment Failure in respect of Public Wi-Fi Services (as described in Clause 11.17(d) (Business Plan and Capital Investment)); (x) Rectification Plans in respect of the Fibre Services, Streetscape Services or Public Wi-Fi Services where such Rectification Plans

Defined Term	Definition
	<p>were agreed in accordance with Paragraph 6.7 of Schedule 6.1 (Implementation Plans);</p> <p>(xi) Material Test Issues solely in respect of either the Fibre Services, the Streetscape Services or the Public Wi-Fi Services; and</p> <p>(xii) a failure to satisfy Test Success Criteria in respect of either the Fibre Services, the Streetscape Services or the Public Wi-Fi Services in accordance with Paragraph 12.2 of Schedule 6.2 (Testing and Assurance);</p>
IPR Indemnified Person	means TTL and each and every person to whom TTL (or any direct or indirect sub licensee of TTL) sub licenses, assigns or novates any IPRs or rights in IPRs in accordance with this Agreement;
IPRs Claim	means any claim against any IPR Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that IPR Indemnified Person of any IPRs, or the use of TTL Software by or on behalf of the Concessionaire, in either case in combination with any item not supplied or recommended by the Concessionaire pursuant to this Agreement or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Agreement;
IS1	means the HMG standard for assessing technical risks to the confidentiality, integrity, and availability of information;
IS2	means the HMG standard concerning information security risk management;
ISFT	means the invitation to submit final tender issued by TfL on 7 February 2020 in relation to the TfL TCP procurement;
ISFT-U	means the invitation to submit final tender – update issued by TfL on 3 June 2020 in relation to the TfL TCP procurement;
IT	means information and communications technology;
IT Environment	means TTL IT System and Concessionaire IT System;
ITMA Report	has the meaning set out in Paragraph 11.1(e)(vii) of Part A of Schedule 7.1 (Fees and Charges);
ITPD	means the invitation to participate in dialogue issued by TfL on 25 July 2019 in relation to the TfL TCP procurement;
ITU	means International Telecommunication Union;
JOTS	means the Joint Operators Technical Specification of GSM, UMTS & LTE indoor cellular system, which defines the requirements of indoor cellular systems for GSM, UMTS and LTE operation, as specified by the UK Mobile Network Operators;

Defined Term	Definition
Key Milestone	means the Milestones identified in the Implementation Plans as key milestones;
Key Performance Indicator or KPI	means a performance indicator identified as a "KPI" in the "Performance Indicator Type" cell of the tables set out in Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Key Personnel	means those persons appointed by the Concessionaire to fulfil the Key Roles, being the persons listed in Schedule 9.2 (Key Personnel) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clause 15.4 (Key Personnel);
Key Roles	means a role described as a Key Role in Schedule 9.2 (Key Personnel) and any additional roles added from time to time in accordance with Clause 15.4 (Key Personnel);
Key Sub-contract	means each Sub-contract with a Key Sub-contractor;
Key Sub-contractor	means any Sub-contractor: <ul style="list-style-type: none"> (a) which, in the opinion of TTL, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; (b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) fifteen per cent (15%) of the Capital Investment Commitment; (c) who replaces (or would replace if appointed) a Key Sub-contractor to provide (or would provide if appointed) the Services (or any part of the Services); and/or (d) who is a sub-contractor acting as the Principal Designer and/or the Principal Contractor under the CDM Regulations;
KPI Failure	means a Commercial Mobile KPI Failure, a Fibre KPI Failure, a Streetscape KPI Failure or a Public Wi-Fi KPI Failure;
KPI Target Performance Level	means the minimum level of performance for a Key Performance Indicator which is required by TTL as set out against the relevant Key Performance Indicator in the tables in Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Law	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Concessionaire is bound to comply;
Letter of Commitment	means the letter from Frequency Infrastructure Australia Holdings Pty Ltd to TTL dated 23 June 2020 under which Frequency Infrastructure Australia Holdings Pty Ltd undertook to procure that a minimum share

Defined Term	Definition
	capital of £1 would be invested in the Concessionaire prior to execution of this Agreement by BAI Communication Europe Ltd;
Lock-up Period	has the meaning set out in Clause 11.23(a) or 11.23(b) (Financial Liquidity) as appropriate;
London Boroughs	means the following London local authorities: Barking and Dagenham, Barnet, Bexley, Brent, Bromley, Camden, City of London, Croydon, Ealing, Enfield, Greenwich, Hackney, Hammersmith and Fulham, Haringey, Harrow, Havering, Hillingdon, Hounslow, Islington, Kensington and Chelsea, Kingston upon Thames, Lambeth, Lewisham, Merton, Newham, Redbridge, Richmond upon Thames, Southwark, Sutton, Tower Hamlets, Waltham Forest, Wandsworth, Westminster and their subsidiaries and any entity that takes over the statutory functions of one (1) of the listed authorities and 'London Borough' shall mean any one (1) of them;
London Grid for Learning	means a not-for-profit charitable trust set up by the thirty-three (33) London Boroughs in 2001 to provide high speed connectivity to schools;
London Living Wage	means the basic hourly wage set annually by the Greater London Authority and to be paid to London Living Wage Employees pursuant to Clause 38.26 (London Living Wage);
London Living Wage Employees	means all employees of the Concessionaire, any Notified Affiliates and employees of any Sub-contractor who are employed for substantially all of their time: <ul style="list-style-type: none"> (a) in the provision of the Services; and (b) within the Greater London Area (as defined in the Greater London Authority Act 1999);
London Underground	means the stations, tunnels, buildings, depots, sidings, systems, track and other assets that are used in the maintenance and provision of the underground railway generally known as the 'London Underground';
Loss of Exclusivity Notice	has the meaning set out in Clause 31.1 (Loss of Exclusivity);
Loss of Exclusivity Trigger Event	means a Rectification Plan Failure has occurred in respect of the Fibre Services or the Streetscape Services;
Losses	means losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
Low Level Design	means a design setting out: <ul style="list-style-type: none"> (a) the actual physical design of the individual components of the system defined in the corresponding High Level Design;

Defined Term	Definition
	<ul style="list-style-type: none"> (b) the physical description of all hardware and software components that make up the system including versions and variants; (c) the details of the specific equipment, software, cabling and any other component that makes up the system; (d) the installation instructions, including the specification of any fixings required; (e) all space application approvals; (f) all power application approvals; (g) all engineering approval and standards compliance and/or any standards concessions; (h) all evidence required for standards compliance such as load calculations; (i) monitoring and management systems; (j) maintenance solution; (k) service management solution; and (l) operating instructions required to meet the service design set out in the corresponding High Level Design;
LRN	<p>means:</p> <ul style="list-style-type: none"> (m) Solid LRN_C GENESIS Low Power Radio Node Common; (n) Solid LRN_QUICK_MOUNT_KIT GENESIS LRN basic wall and ceiling mount kit; (o) Solid LRFU_1800 GENESIS LRFU units for 1800MHz; (p) Solid LRFU_2100 GENESIS LRFU units for 2100MHz; (q) Solid LRFU_2600F GENESIS LRFU units for 2600MHz; and (r) Solid LRFU_2300T_M GENESIS LRFU units for Mid 60M of 2300MHz TDD;
LRN BoH Locations	has the meaning set out in Paragraph 1.3 of Part C of Schedule 7.1 (Fees and Charges);
LTE	means the Long Term Evolution Standard;

Defined Term	Definition
LU Power Supply	means any site where the London Underground sources electrical power directly from a Grid Supply Point rather than via a Distribution Network Operator;
Malicious Software	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
Market Value	has the meaning set out in Paragraph 1.1 of Annex 1 (Valuation Methodology) of Schedule 7.2 (Payments on Expiry and Termination);
Material Test Issue	means a Test Issue of Test Severity Level 1 or Test Severity Level 2;
Mayor	means the Mayor of London;
Measurement Period	means, in relation to a Key Performance Indicator, the period over which the Concessionaire's performance is measured and as indicated in the "Measurement Period" cell in the tables set out in Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Milestone	means an event or task described in the Implementation Plans which, if applicable, shall be completed by the relevant Milestone Date;
Milestone Achievement Certificate or MAC	means the certificate to be granted by TTL in accordance with Paragraph 6 of Schedule 6.1 (Implementation Plans);
Milestone Charge	means the charge associated with a Milestone as described in Paragraph 2 of Part B of Schedule 7.1 (Fees and Charges) and as set out in Annex 12 of Schedule 7.1 (Fees and Charges);
Milestone Criteria	means the criteria required to be met in order to Achieve a Key Milestone or Milestone and as further detailed in the Implementation Plans;
Milestone Date	means the target date set out against the relevant Milestone or Key Milestone in the Implementation Plans by which the Milestone or Key Milestone must be Achieved;
Milestone Deliverable	means an item or feature Tested or to be Tested by the Concessionaire at or before the relevant Milestone Date;
Milestone Final Date for Payment	has the meaning set out in Paragraph 7.2 of Part B of Schedule 7.1 (Fees and Charges);
Milestone Pay Less Notice	has the meaning set out in Paragraph 7.4 of Part B of Schedule 7.1 (Fees and Charges);
Milestone Payment Default Notice	has the meaning set out in Paragraph 7.3 of Part B of Schedule 7.1 (Fees and Charges);
Milestone Payment Due Date	has the meaning set out in Paragraph 7.1 of Part B of Schedule 7.1 (Fees and Charges);

Defined Term	Definition
Milestone Payment Notice	has the meaning set out in Paragraph 7.3 of Part B of Schedule 7.1 (Fees and Charges);
Minimum Share Capital	means the minimum share capital set out in the Letter of Commitment;
MNO Commercial Agreement	means an agreement between the Concessionaire and a Mobile Network Operator: <ul style="list-style-type: none"> (a) which has not expired or been terminated; and (b) under which the Mobile Network Operator is obliged to make payments to the Concessionaire for Customer Products;
Mobile Delay	means a delay in the Achievement of a Key Milestone set out in the Mobile Services Outline Implementation Plan or the Mobile Services Detailed Implementation Plan by its Milestone Date;
Mobile High Level Design	means the outline high level design relating to Commercial Mobile Service and ESN Implementation Services set out in the document entitled 'Schedule 4.1 (Concessionaire Solution) - A2.1 (Commercial Mobile Services (Requirements and Design))' as updated from time to time in accordance with Schedule 2.1 (Services Description);
Mobile Network Operator	means a provider which owns a cellular mobile network in the UK and is licenced by Ofcom to provide public mobile services;
Mobile Services Detailed Implementation Plan	means the plan developed and revised from time to time in accordance with Paragraphs 3.1(a) and 4 of Schedule 6.1 (Implementation Plans);
month	means a calendar month and "monthly" shall be interpreted accordingly;
Monthly Financial Report (FIN1)	means the report of that name described in Table 1 of Annex 2 (Reports) of Schedule 8.1 (Governance);
Monthly Operational Meeting	means the meeting of that name described in Annex 1 (Governance Meetings) of Schedule 8.1 (Governance);
Moral Rights	means any personal right, wherever existing in the world, protecting an author's intellectual and personal relations to a work (other than ownership rights or interests) and includes those rights contemplated by Articles 6bis and 14ter of the Berne Copyright Convention (Paris Revision, 1971) and the rights of an author under sections 77, 80, 84 and 85 of the Copyright, Designs and Patents Act 1988;
NCSC	means the National Cyber Security Centre;
NCSC Certified Assisted Products Service or CAPS	means the NCSC scheme for verifying that products have met HMG cryptographic standards;

Defined Term	Definition
NCSC Commercial Product Assurance or CPA	means the NCSC scheme for independent verification of the security capabilities of products
NCSC Tailored Assurance Service or CTAS	means the NCSC service providing assurance on the IT security aspects of a system, product or service;
Near Real Time	means, in relation to a process or interaction, as close to contemporaneous as is reasonably practicable for that process or interaction, given TTL's intended use of or reliance on the output thereof as representing the current status of the assets or events to which such process or interaction relates;
[REDACTED]	<p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED]
[REDACTED]	<p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] <p>[REDACTED]</p>
Network Provider	has the meaning set out in The Communications (Access to Infrastructure) Regulations 2016;

Defined Term	Definition
Neutral Host Cellular Solution	means a solution that is designed and available for use by multiple Mobile Network Operators;
New Fair Deal	means the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date;
Nominating Authority	means the President or Vice President or other duly authorised officer of the London Court of International Arbitration;
[REDACTED]	[REDACTED]
Non-Related Party	means a party that is not a Related Party;
Notice of Adjudication	<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 Paragraph 1.4 of Part A of Schedule 8.3 (Dispute Resolution Procedure & Conduct of Claims). The Notice of Adjudication includes:</p> <ul style="list-style-type: none"> (a) the nature and a brief description of the Dispute; (b) details of where and when the Dispute arose; and (c) the nature of the redress which is sought;
Notifiable Default	has the meaning set out in Clause 29.1 (Rectification Plan Process);
Notified Affiliates	means the entities listed in the table in Schedule 16 (Notified Affiliates) as at the Effective Date or such other entity notified to and approved by TTL in writing and "Notified Affiliate" shall mean any one of them;
Occasion of Tax Non-Compliance	<p>means:</p> <ul style="list-style-type: none"> (a) any tax return of the Concessionaire submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect by way of a final award by a Court of competent jurisdiction without appeal as a result of: <ul style="list-style-type: none"> (i) a Relevant Tax Authority successfully challenging the Concessionaire under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Concessionaire was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

Defined Term	Definition
	(b) any tax return of the Concessionaire submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;
Ofcom	means the UK's Communications regulator;
Open Access Customer Product	has the meaning set out in requirement WFT1(c) of Schedule 2.1 (Services Description);
Open Source	means computer software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
Operating Expenditure	means those costs which would be treated as operating costs according to IFRS;
Operational Change	means the addition, modification (including a change of state) or removal of a Configuration Item including the configuration settings of such item;
Operational Change Freeze Period	has the meaning set out in Paragraph 8.2 of Schedule 8.2 (Change Control Procedure);
Operator	means any third party who is a party to an Operator Wayleave Agreement;
Operator Wayleave Agreement	means any Draft Operator Wayleave Agreement which has subsequently been approved under Clause 6.14(b) (Operator Agreements) or completed;
Optional Services	means the ESN Service Management Services and the Works Funded By Grants Services which are to be provided by the Concessionaire if required by TTL in accordance with Clauses 6.34 or 6.36 (Optional Services);
Ordinary Exit	means any termination of the whole or part of this Agreement which occurs: <ul style="list-style-type: none"> (a) pursuant to Clause 36 (Termination Rights) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to six (6) months; or (b) as a result of the expiry of the Initial Term or any Extension Period;
Other Supplier	means any supplier to TTL or any other member of the TfL Group (other than the Concessionaire) which is notified to the Concessionaire from time to time and/or of which the Concessionaire should have been aware;
Outline Exit Plan	means the exit plan set out at Annex 2 (The Outline Exit Plan) of Schedule 8.5 (Exit Management);

Defined Term	Definition
Outline Implementation Plans	means the outline plans set out at Annexes 1 (Mobile Services Outline Implementation Plan) to 4 (Public Wi-Fi Services Outline Implementation Plan) of Schedule 6.1 (Implementation Plans) and an "Outline Implementation Plan" shall mean any one (1) of them;
Outline Security Management Plan	means the Concessionaire's outline security plan as set out in Annex 1 (Outline Security Management Plan) of Schedule 2.4 (Security Management);
Outline Test Strategy	means the outline test strategy set out in Annex 2 (Outline Test Strategy) to Schedule 6.2 (Testing and Assurance);
Outline Verification Activity Plan	means the outline verification activity plan set out in Annex 1 (Outline Verification Activity Plan) to Schedule 6.2 (Testing and Assurance);
Overlay Customer Product	means a Customer Product for which the incremental financial impact on Gross Revenues, Operating Expenditure and Capital Expenditure has been identified in each of the additional overlay business cases, but has not been included in the Business Plan;
PAR	means TfL's Property Access Register, which is a map-based terrier of TfL property ownership and interests and which TfL shall grant the Concessionaire access to following the Effective Date;
Partial Termination	means the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services as further provided for in Clauses 36.2(b) and 36.3 (Termination by TTL) and Clause 36.12 (Partial Termination);
Passive Infrastructure	means any Telecommunications Infrastructure which is not powered (excluding telecommunications infrastructure as software);
Pathway	means TTL's standard project delivery method;
PCI DSS	means Payment Card Industry Data Security Standard;
Performance Bond	means the performance bond entered into in favour of TTL on or about the date of this Agreement, in the form set out in Annex 1 of Schedule 11 (Performance Bond) or any performance bond acceptable to TTL that replaces it from time to time;
Performance Bond Provider	has the meaning set out to it in Paragraph 3 of Schedule 11 (Performance Bond);
Performance Bond Provider Downgrade	means the long-term credit rating of the Performance Bond Provider falls below "A+/A1/A+" as from Standard & Poor's/Moody's/Fitch rating services;
Performance Indicator Start Date	means, in relation to a Key Performance Indicator, the date that the Concessionaire's performance is measured from and as indicated in the "Performance Indicator Start Date" column cell in the tables set out in Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);

Defined Term	Definition
Performance Indicators	means the Key Performance Indicators;
Performance Measurement Approach	means, in relation to a Key Performance, the detailed approach to measuring the Concessionaire's performance as indicated in the "Performance Measurement Approach" column cell in the tables set out in Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Performance Monitoring Report (PMR1)	has the meaning set out in Paragraph 2.1 of Schedule 2.2 (Performance Levels);
Personal Data	means any TTL Data which constitutes personal data in accordance with Data Protection Legislation, including, without limitation, any TTL Personal Data;
Pilot Assets	means the TTL Assets for which the Existing Pilot Service is being provided;
Pilot Infrastructure	means the infrastructure described at Paragraph 2 of Annex 5 (TTL Infrastructure Re-Charges and Availability) of Schedule 2.1 (Services Description);
Planned Assets	means any Planned Station, Planned Tunnel Section or Planned Emergency Intervention Point;
Planned Emergency Intervention Point	means any emergency intervention point set out at Paragraph 4 of Annex 3 – Additional Coverage Locations for ESN of Schedule 2.1 (Services Description);
Planned Station	means any station set out at Paragraph 3 of Annex 1 (Commercial Mobile Services coverage) of Schedule 2.1 (Services Description);
Planned Station (Commercial Mobile) Complete Milestone	has the meaning set out in Paragraph 1.1(b)(xii) of Annex 5 (Mobile Services Detailed Implementation Plan Requirements) of Schedule 6.1 (Implementation Plans);
Planned Station (ESN) Complete Milestone	has the meaning set out in Paragraph 1.1(b)(xiv) of Annex 5 (Mobile Services Detailed Implementation Plan Requirements) of Schedule 6.1 (Implementation Plans);
Planned Station (ESN) Low Level Design Milestone	has the meaning set out in Paragraph 1.1(b)(x) of Annex 5 (Mobile Services Detailed Implementation Plan Requirements) of Schedule 6.1 (Implementation Plans);
Planned Tunnel Section	means any tunnel section set out at Paragraph 4 of Annex 1 (Commercial Mobile Services coverage) of Schedule 2.1 (Services Description);
Planned Tunnel Section (Commercial Mobile) Complete Milestone	has the meaning set out in Paragraph 1.1(b)(xiii) of Annex 5 (Mobile Services Detailed Implementation Plan Requirements) of Schedule 6.1 (Implementation Plans);

Defined Term	Definition
Planned Tunnel Section (ESN) Complete Milestone	has the meaning set out in Paragraph 1.1(b)(xv) of Annex 5 (Mobile Services Detailed Implementation Plan Requirements) of Schedule 6.1 (Implementation Plans);
Planned Tunnel Section (ESN) Low Level Design Milestone	has the meaning set out in Paragraph 1.1(b)(xi) of Annex 5 (Mobile Services Detailed Implementation Plan Requirements) of Schedule 6.1 (Implementation Plans);
Points of Presence or PoP	means a physical point of network aggregation and Customer interconnection in relation to the Concessionaire's fibre network;
PoP Complete Milestone	has the meaning set out in Paragraph 1.1(b) of Annex 6 (Fibre Services Detailed Implementation Plan Requirements) of Schedule 6.1 (Implementation Plans);
Preliminary Defect Sum	has the meaning set out in Paragraph 3.3(c) of Schedule 7.2 (Payments on Expiry and Termination);
Preliminary Manufacturer's Support Adjustment Sum	has the meaning set out in Paragraph 3.3(b) of Schedule 7.2 (Payments on Expiry and Termination);
Preliminary Valuation Report	has the meaning set out in Paragraph 3.3 of Schedule 7.2 (Payments on Expiry and Termination);
Preliminary Valuation Sum	has the meaning set out in Paragraph 3.3(a) of Schedule 7.2 (Payments on Expiry and Termination);
Principal Contractor	has the meaning set out to it in the CDM Regulations;
Principal Designer	has the meaning set out to it in the CDM Regulations;
Pro Formas	<p>means:</p> <ul style="list-style-type: none"> (a) Pro Forma A; (b) Pro Forma B; (c) Pro Forma C; (d) Pro Forma D; (e) Pro Forma E; (f) Pro Forma F; and (g) Pro Forma G, <p>as set out in the Business Plan Financial Summary;</p>
Process	has the meaning set out in Data Protection Legislation and "Processed" and "Processing" shall be construed accordingly;
Prohibited Act	means:

Defined Term	Definition
	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by TTL or any other member of the TfL Group a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;</p> <p>(c) an offence:</p> <p>(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);</p> <p>(ii) under legislation or common law concerning fraudulent acts; or</p> <p>(iii) defrauding, attempting to defraud or conspiring to defraud TTL or any other member of the TfL Group; or</p> <p>(d) any activity, practice or conduct which would constitute one (1) of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
Project Charges	has the meaning set out in Paragraph 5.2 of Part B of Schedule 7.1 (Fees and Charges);
Project Charges Default Notice	has the meaning set out in Paragraph 8.1(c) of Part B of Schedule 7.1 (Fees and Charges);
Project Charges Due Date	has the meaning set out in Paragraph 8.1(a) of Part B of Schedule 7.1 (Fees and Charges);
Project Charges Final Date for Payment	has the meaning set out in Paragraph 8.1(f) of Part B of Schedule 7.1 (Fees and Charges);
Project Charges Pay Less Notice	has the meaning set out in Paragraph 8.1(e) of Part B of Schedule 7.1 (Fees and Charges);
Project Charges Payment Notice	has the meaning set out in Paragraph 8.1(b) of Part B of Schedule 7.1 (Fees and Charges);
Project Execution Plan	has the meaning set out in Paragraph 4.1(c) of Schedule 6.1 (Implementation Plans);
Project Rates	means on the Effective Date, the rates set out in Annex 8 (Project Rates) of Schedule 7.1 (Fees and Charges) and thereafter as adjusted

Defined Term	Definition
	in accordance with Paragraph 5.6 of Part B of Schedule 7.1 (Fees and Charges);
Project Request	has the meaning set out in Paragraph 5.1 of Part B of Schedule 7.1 (Fees and Charges);
Project Specific IPRs	<p>means:</p> <ul style="list-style-type: none"> (a) Intellectual Property Rights in items created by the Concessionaire (or by a third party on behalf of the Concessionaire) specifically for the purposes of this Agreement and updates and amendments of these items including (but not limited to) database schema; and/or (b) Intellectual Property Rights arising as a result of the performance of the Concessionaire's obligations under this Agreement; <p>but shall not include the Concessionaire Background IPRs or the Specially Written Software;</p>
Property	means any property within the estate of the TfL Group which is necessary for the installation of Telecommunications Equipment pursuant to the terms of this Agreement and/or any Concessionaire Wayleave Agreement, and each and every part of such property, and reference to Property shall be read and construed as being references to each such Property or the relevant Property as applicable;
Public Procurement Termination Event	means the termination events set out at Clauses 36.1(a) and 36.1(f) (Termination by TTL);
Public Wi-Fi Capital Investment Commitment	means the Capital Investment commitment in respect of Public Wi-Fi Services for each Financial Year as set out in row 78 of Pro Forma A (vi) of the Business Plan Financial Summary;
Public Wi-Fi Delay	means a delay in the Achievement of a Key Milestone set out in the Public Wi-Fi Services Outline Implementation Plan or the Public Wi-Fi Services Detailed Implementation Plan by its Milestone Date;
Public Wi-Fi High Level Design	means the high level design relating to the Public Wi-Fi Services set out in the document entitled 'Schedule 4.1 (Concessionaire Solution) - A5 (Public Wi-Fi Services);
Public Wi-Fi KPI Failure	means a failure to meet the KPI Target Performance Level in respect of a Key Performance Indicator for the Public Wi-Fi Services set out in Paragraph 4 of Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Public Wi-Fi Services	means the Wi-Fi services set out in Paragraph 5 of Schedule 2.1 (Services Description);
Public Wi-Fi Services Detailed Implementation Plan	means the plan developed and revised from time to time in accordance with Paragraphs 3.3 and 4 of Schedule 6.1 (Implementation Plans);

Defined Term	Definition
Public Wi-Fi Services Gross Revenue	means the Gross Revenue for the relevant month attributable to the Public Wi-Fi Services;
Public Wi-Fi Services Location	means any of the locations specified in Paragraph 1 of Annex 2 (Public Wi-Fi Services coverage) of Schedule 2.1 (Services Description);
Public Wi-Fi Services Revenue Share Fee	means the higher of: <ul style="list-style-type: none"> (a) zero (0); and (b) the Public Wi-Fi Services Gross Revenue multiplied by the Public Wi-Fi Services Revenue Share Percentage;
Public Wi-Fi Services Revenue Share Percentage	means the percentage set out in cell D65 of Pro Forma A(iv) of the Business Plan Financial Summary;
Public Wi-Fi Usage Report (WIF1)	means the report of that name described in Table 1 of Annex 2 (Reports) of Schedule 8.1 (Governance);
Purchase Consideration	has the meaning set out in Paragraphs 5.1(b)(iii), 5.2(c), 5.3(c) and 5.4(c) of Schedule 7.2 (Payments on Expiry and Termination) (as applicable);
Purpose	means for the purpose of commercialising the whole breadth of TTL Assets in relation to the provision of telecommunications services pursuant to this Agreement;
Quarter	means one (1) of four (4) periods of three (3) months in each twelve (12) month period with the end dates for each quarter being 30 June, 30 September, 31 December and 31 March;
Quarterly Financial Report (FIN2)	means the report of that name described in Table 1 of Annex 2 (Reports) of Schedule 8.1 (Governance);
Quarterly Planning Meeting	means the meeting of that name described in Annex 1 (Governance Meetings) of Schedule 8.1 (Governance);
Quarterly SLNT Monitoring Report	means the report prepared by the Concessionaire in the format set out at Annex 4 (Quarterly SLNT Monitoring Report Template) of Part A of Schedule 12 (Responsible Procurement);
QUENSH	means the quality, environmental, safety and health conditions published by TfL from time to time;
Rating Level	means a credit rating level as specified in Annex 1 (Rating Levels) of Schedule 7.4 (Financial Distress);
Receiving Party	means the Party which receives a proposed Contract Change Request;
Re-Charged Infrastructure	has the meaning set out at Clause 6.11 (Scenario 3 – Telecommunications Infrastructure installed by TTL subject to TTL Infrastructure Re-charge Fee), further particulars of which are set out in:

Defined Term	Definition
	<p>(a) Paragraph 1 of Annex 5 (TTL Infrastructure Re-Charges and Availability) of Schedule 2.1 (Services Description); and</p> <p>(b) where the Concessionaire has given notice of its intention to purchase the Pilot Infrastructure under Clause 6.32, Paragraph 2 of Annex 5 (TTL Infrastructure Re-Charges and Availability) of Schedule 2.1 (Services Description);</p>
Recipient	has the meaning set out in Clause 22.1 (Confidentiality);
Records	means any physical and electronic documentation (including formal notices, Milestone Achievement Certificates, other certificates, licences, registrations, warranties and information which must be retained as required by Law) and Documents used or generated by the Concessionaire under this Agreement;
Rectification Plan	means a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
Rectification Plan Failure	<p>means:</p> <p>(a) the Concessionaire failing to submit or resubmit a draft Rectification Plan to TTL within the timescales specified in Clauses 29.5 (Submission of the draft Rectification Plan) or 29.9 (Agreement of the Rectification Plan);</p> <p>(b) TTL, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Concessionaire pursuant to Clause 29.9 (Agreement of the Rectification Plan);</p> <p>(c) the Concessionaire failing to rectify a material Default within the later of:</p> <p>(i) thirty (30) Working Days of a notification made pursuant to Clause 29.2 (Notification); and</p> <p>(ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Concessionaire can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Concessionaire must rectify the material Default;</p> <p>(d) a KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the three (3) Measurement Periods subsequent to the Measurement Period in which the initial KPI Failure occurred; and/or</p> <p>(e) following the successful implementation of a Rectification Plan, the same Notifiable Default</p>

Defined Term	Definition
	recurring within a period of six (6) months for the same (or substantially the same) root cause as that of the original Notifiable Default;
Rectification Plan Process	means the process set out in Clause 29.5 (Submission of the Rectification Plan) to 29.10 (Agreement of the Rectification Plan);
Redundancy Costs	means statutory redundancy payments and contractual redundancy payments in respect of Applicable Concessionaire Personnel;
Referral Notice	means a notice referring a Dispute to the Adjudicator in accordance with Paragraph 3.6 of Part A of Schedule 8.3 (Dispute Resolution Procedure & Conduct of Claims);
Registers	means the registers referred to in Paragraph 4.1 of Schedule 8.5 (Exit Management);
Regulations Price	means the price payable to TTL or any other member of the TfL Group by a Network Provider as determined pursuant to Regulation 16 of The Communications (Access to Infrastructure) Regulations 2016 or as agreed between TTL or any other member of the TfL Group and the Network Provider;
Related Party	<p>means an enterprise which satisfies one (1) of the following conditions:</p> <ul style="list-style-type: none"> (a) Parent Condition: an enterprise that holds at least a forty per cent (40%) direct or indirect shareholding in the Concessionaire; (b) Subsidiary Condition: an enterprise in which the Concessionaire holds at least a forty per cent (40%) direct or indirect shareholding; (c) Joint Venture Partner Condition: an enterprise with which it and the Concessionaire each hold at least a twenty per cent (20%) direct or indirect shareholding in a third enterprise; (d) Sister Company Condition: an enterprise in which a third enterprise holds at least forty per cent (40%) direct or indirect shareholding of it and the Concessionaire; and (e) any business unit of the Concessionaire other than the business unit of the Concessionaire which is providing the Services;
Relevant Conviction	means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security;
Relevant Individual	means any servant, employee, officer, consultant or agent of either the Concessionaire, any Notified Affiliates or any Sub-contractor or Concessionaire carrying out, or intended to carry out, any aspect of the Services;

Defined Term	Definition
Relevant Requirements	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
Relevant Tax Authority	means HMRC, or, if applicable, a tax authority in the jurisdiction in which the Concessionaire is established;
Relevant Transaction	means a transaction, relating to Customer Products, between the Concessionaire and a Related Party;
Relevant Transaction Price	means the price or pricing mechanism agreed for a Relevant Transaction;
Relevant Transfer	means a transfer of employment to which the Employment Regulations apply;
Relevant Transfer Date	means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
Relief Event	has the meaning set out in Clause 34.2 (TTL Cause);
Relief Notice	has the meaning set out in Clause 34.4 (TTL Cause);
Remedial Adviser	means the person appointed pursuant to Clause 32.3 (Remedial Adviser);
Remedial Adviser Failure	has the meaning set out in Clause 32.7 (Remedial Adviser);
Remote Unit	means a unit that converts the optical signal transmitted from a master unit into radio frequency for transmission via the connected antenna(s);
Replacement Concessionaire	means any third party contractor of Replacement Services appointed by TTL from time to time (or where TTL or any other member of the TfL Group is providing Replacement Services for its own account, TTL or a member of the TfL Group, respectively);
Replacement Cost, New	has the meaning set out at Paragraph 1.2 (b)(ii) of Annex 1 (Valuation Methodology) of Schedule 7.2 (Payments on Expiry and Termination);
Replacement Pilot Service	means a pilot service similar to the Existing Pilot Service;
Replacement Services	means any services which are the same as or substantially similar to the Services (or any part of the Services) and which TTL procures in substitution for the Services (or any part of the Services), whether as a result of the expiry or termination or Partial Termination of this Agreement or otherwise, and whether those services are provided by TTL and/or any other member of the TfL Group internally and/or by any third party;
Replacement Sub-contractor	means a sub-contractor of the Replacement Concessionaire (or any sub-contractor of any such sub-contractor) to whom Transferring Concessionaire Employees will transfer on a Service Transfer Date;

Defined Term	Definition
Reports	means the reports set out in Annex 2 (Reports) of Schedule 8.1 (Governance);
Reproduction Cost, New	has the meaning set out at Paragraph 1.2 (b)(i) of Annex 1 (Valuation Methodology) of Schedule 7.2 (Payments on Expiry and Termination);
Request For Information	means a Request for Information under the FOIA or the EIRs;
Request Notice	has the meaning set out in Clause 6.40(b) (Process for dealing with TTL Assets);
Required Action	has the meaning set out in Clause 33.3(a) (Step-In Rights);
Resource Days	means seven and a half (7.5) hours per day;
Resource Grade	different grades of resource: <ul style="list-style-type: none"> (a) for TTL Engineering Services as detailed in Annex 2 (TTL Engineering Services Day Rates) of Schedule 7.1 (Fees and Charges); (b) for TTL Construction Management Services as detailed in Annex 3 (TTL Construction Management Services Day Rates) of Schedule 7.1 (Fees and Charges); and (c) for TTL HSE Services as detailed in Annex 4 (TTL HSE Services Day Rates) of Schedule 7.1 (Fees and Charges);
Resource Type	means a resource providing TTL Engineering Services, TTL Construction Management Services, or TTL HSE Services (as applicable);
Responsible Procurement Policy	means the GLA Group Responsible Procurement Policy dated March 2006, as updated in January 2008 and as may be further updated from time to time;
Restricted Countries	means any country outside the European Economic Area (other than the UK following withdrawal from the European Union);
Re-submitted Correction Plan	has the meaning set out in Paragraph 4.7 of Schedule 7.2 (Payments on Expiry and Termination);
Revenue Share Fee	has the meaning set out in Paragraph 3 of Part A of Schedule 7.1 (Fees and Charges);
Revenue Share Information	has the meaning set out in Paragraph 12.2 of Part A of Schedule 7.1 (Fees and Charges);
Revenue Share Percentage	means any of the following: <ul style="list-style-type: none"> (a) Commercial Mobile Services Revenue Share Percentage;

Defined Term	Definition
	<ul style="list-style-type: none"> (b) Fibre Services Revenue Share Percentage; (c) Streetscape Services Revenue Share Percentage; (d) Public Wi-Fi Services Revenue Share Percentage; and (e) any other percentage figure related to TTL's receipt of a share of Gross Revenue agreed between the Parties during the Term which is not covered by (a) to (d) above;
Road Tunnels	means an underground passageway, dug through the surrounding soil/earth/rock and enclosed except for entrance and exit, commonly at each end for vehicular road traffic controlled by TTL or any other member of the TfL Group;
RRC	means radio resource control, the protocol used in LTE on the air interface as specified in 3GPP TS 36.331 Evolved Universal Terrestrial Radio Access (E-UTRA);
Schemes	means the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill Health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the Designated Stakeholder Pension Scheme and "Alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;
Security Document	<p>means:</p> <ul style="list-style-type: none"> (a) the document titled "Finance SPV Charge No.1" dated 20 June 2002 between Broadcast Australia Finance Pty Ltd and J.P. Morgan Institutional Services Australia Limited; (b) the document titled "Finance SPV Charge No.2" dated 20 June 2002 between Broadcast Australia Finance Pty Ltd and J.P. Morgan Institutional Services Australia Limited; (c) the document titled "Deed of Charge No.1" dated 24 May 2001 between BAI Communications Pty Ltd (formerly known as NTL Australia Pty Ltd) (ACN 086 048 562) and Chase Capital Markets Fiduciary Services Australia Limited; (d) the document titled "Deed of Charge No.2" dated 24 May 2001 between BAI Communications Pty Ltd (formerly known as NTL Australia Pty Ltd) (ACN 086 048 562) and Chase Capital Markets Fiduciary Services Australia Limited;

Defined Term	Definition
	<p>(e) the document titled "Deed of Charge No.3" dated 24 May 2001 between BAI Communications Pty Ltd (formerly known as NTL Australia Pty Ltd) (ACN 086 048 562) and Chase Capital Markets Fiduciary Services Australia Limited;</p> <p>(f) the document titled "Guarantee Facility Charge" dated 24 May 2001 between BAI Communications Pty Ltd (formerly known as NTL Australia Pty Ltd) (ACN 086 048 562) and Chase Capital Markets Fiduciary Services Australia Limited;</p> <p>(g) the document titled "Share Mortgage" dated 24 May 2001 between Broadcast Australia Infrastructure Holdings Pty Ltd (formerly known as NTL Australia Holdings Pty Ltd) (ACN 086 459 127) and Chase Capital Markets Fiduciary Services Australia Limited;</p> <p>(h) the document titled "Share Mortgage" dated 28 June 2002 between Broadcast Australia Infrastructure Holdings Pty Ltd (formerly known as NTL Australia Holdings Pty Ltd) (ACN 086 459 127) and Chase Capital Markets Fiduciary Services Australia Limited;</p> <p>(i) the document titled "SubCo Charge" dated 21 June 2002 between Broadcast Australia Finance No.2 Pty Ltd (ACN 100 915 697) and J.P. Morgan Institutional Services Australia Limited;</p> <p>(j) the document titled "Guarantor Assumption Deed" granted by The Bridge Networks Pty Ltd (ACN 108 646 340) dated 15 March 2007;</p> <p>(k) the document titled "Deed of Charge (No. 4)" dated 15 June 2009 between, among others, Digital 4 Pty Ltd (ACN 129 827 363) and BTA Institutional Services Australia Limited;</p> <p>(l) the document titled "Deed of Charge (No. 5)" dated 15 June 2009 between, among others, Digital 4 Pty Ltd (ACN 129 827 363) and BTA Institutional Services Australia Limited;</p> <p>(m) the document titled "Guarantor Assumption Deed" granted by BAI Critical Communications Pty Ltd dated 17 July 2015;</p> <p>(n) the document titled "Accession Agreement" granted by BAI Critical Communications Pty Ltd dated 17 July 2015;</p> <p>(o) the document titled "Security Trust Deed" dated 20 June 2002 between, among others, Broadcast Australia Finance Pty Ltd and J.P. Morgan Institutional Services Australia Limited;</p> <p>(p) the document titled "Debenture Trust Deed" dated 30 March 2001 between, among others, BAI</p>

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	<p>Communications Pty Ltd (formerly known as NTL Australia Pty Ltd) (ACN 086 048 562) and J.P. Morgan Institutional Services Australia Limited; and</p> <p>(q) the document titled "SubCo Debenture Trust Deed" dated 21 June 2002 between, among others, Broadcast Australia Finance No.2 Pty Ltd (ACN 100 915 697) and J.P. Morgan Institutional Services Australia Limited;</p>
Security Incident	means an incident originating in the Concessionaire's or its Sub-contractors' systems which affects or may affect the security, confidentiality or integrity of the Services;
Security Incident Management Process	means the processes for the efficient and prompt response, analysis, documentation, on-going management and reporting of Security Incidents;
Security Management Plan	has the meaning set out in Paragraph 13.3 of Schedule 2.4 (Security Management) and as subsequently developed and revised pursuant to Paragraphs 13.4 and 13.5 of Schedule 2.4 (Security Management);
Security Manager	has the meaning set out in Paragraph 2.3 of Schedule 2.4 (Security Management);
Security Monitoring Strategy	means the monitoring strategy developed by the Concessionaire in accordance with Paragraph 8.2 of Schedule 2.4 (Security Management) and as updated from time to time in accordance with Paragraph 8.1 of Schedule 2.4 (Security Management);
Service Critical Infrastructure	<p>means:</p> <ul style="list-style-type: none"> (a) Telecommunications Infrastructure identified as 'service critical' in the Infrastructure Register and without which: <ul style="list-style-type: none"> (i) the Concessionaire would be unable to deliver the Services in accordance with this Agreement; and/or (ii) TTL or a Replacement Concessionaire would not be able to deliver the Replacement Services; and/or (b) any other Telecommunications Infrastructure without which: <ul style="list-style-type: none"> (i) the Concessionaire would be unable to deliver the Services in accordance with this Agreement; and/or (ii) TTL or a Replacement Concessionaire would not be able to deliver the Replacement Services;

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Service Downtime	has the meaning set out in the "Definitions" cell of the "WF2 – (Public Wi-Fi Authentication Service Availability)", "WF3 – (Public Wi-Fi Internet Service Availability)" and "WF4 – (Public Wi-Fi Content Filter Service Availability)" tables set out in Paragraph 4 of Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Service Incident	has the meaning set out in the "Definitions" cell of the "CM2 – (Commercial Mobile Severity Level 1 Fix Time Failure)" table set out in Paragraph 1 of Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Service Line	means any one (1) of the following groups of Services: <ul style="list-style-type: none"> (a) Commercial Mobile Services; (b) Fibre Services; (c) Streetscape Services; and (d) Public Wi-Fi Services;
Service Transfer	means any transfer of the Services (or any part of the Services), for whatever reason, from the Concessionaire or any Sub-contractor to a Replacement Concessionaire or a Replacement Sub-contractor, as the case may be;
Service Transfer Date	means the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
Services	means any and all of the services to be provided by the Concessionaire under this Agreement, including those set out in Schedule 2.1 (Services Description);
Services Description	means the services description set out in Schedule 2.1 (Services Description);
Severity Level 1 Fix Time Target	has the meaning set out in the "Definitions" cell of the "CM2 – (Commercial Mobile Severity Level 1 Fix Time Failure)" table set out in Paragraph 1 of Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Severity Level 1 Service Incident	has the meaning set out in the "Definitions" cell of the "CM2 – (Commercial Mobile Severity Level 1 Fix Time Failure)" table set out in Paragraph 1 of Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Severity Level 2 Fix Time Target	has the meaning set out in the "Definitions" cell of the "CM3 – (Commercial Mobile Severity Level 2 Fix Time Failure)" table set out in Paragraph 1 of Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Severity Level 2 Service Incident	has the meaning set out in the "Definitions" cell of the "CM3 – (Commercial Mobile Severity Level 2 Fix Time Failure)" table set out in Paragraph 1 of Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);

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Sites	<p>means any of the following:</p> <ul style="list-style-type: none"> (a) TTL Assets; (b) Concessionaire Assets; (c) Third Party Assets; or (d) GLA Group And London Borough Assets, <p>including any locations from, to or at which:</p> <ul style="list-style-type: none"> (e) the Services are (or are to be) provided; or (f) the Concessionaire manages, organises or otherwise directs the provision or the use of the Services;
Skills and Employment Strategy	means TfL's ten (10) year skills and employment strategy set out in Annex 1 (Skills and Employment Strategy) of Part A of Schedule 12 (Responsible Procurement) as amended from time to time;
SLNT Co-ordinator	has the meaning set out in Paragraph 6.1 of Part A of Schedule 12 (Responsible Procurement);
SLNT Implementation Plan	means the SLNT implementation plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Part A of Schedule 12 (Responsible Procurement) and in the format set out at Annex 3 (Format of the SLNT Implementation Plan) of Part A of Schedule 12 (Responsible Procurement);
SLNT Output	means the minimum number of Apprentice positions or equivalent to be delivered by the Concessionaire (either directly through its own personnel or the personnel of its Key-Subcontractors) under this Agreement, as identified and agreed in the Agreed SLNT Plan;
SLNT Plans	has the meaning set out in Paragraph 6.1 of Part A of Schedule 12 (Responsible Procurement);
Small and Medium Enterprises (SME)	has the meaning set out in Paragraph 1.1 of Annex 1 (EDI Action Plan Guidance) of Part C of Schedule 12 (Responsible Procurement);
Spares	has the meaning set out in requirement GRT6(p) of Schedule 2.1 (Services Description);
Specially Written Software	<p>means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Concessionaire (or by a Sub-contractor or other third party on behalf of the Concessionaire) specifically for the purposes of this Agreement, including:</p> <ul style="list-style-type: none"> (a) any Concessionaire Background IPRs or Third Party IPRs that are embedded in or which are an integral part of such software; and

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	(b) any modifications or enhancements to Concessionaire Software or Third Party Software created specifically for the purposes of this Agreement;
Specific Change in Law	means a Change in Law that relates specifically to the business of TTL or any other member of the TfL Group and which would not affect a Comparable Supply;
SSIDs	means service set identifier;
Staffing Information	<p>means in relation to all persons identified on the Concessionaire's Provisional Concessionaire Personnel List or Concessionaire's Final Concessionaire Personnel List, as the case may be, such information as TTL may reasonably request (subject to all applicable provisions of Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are workers, employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures and redundancy payments; (e) their wages, salaries, bonuses, commission, bonus and profit-sharing arrangements as applicable; (f) details of all other employment-related benefits, including medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes, and company car allowances and schemes; (g) all outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence or any unauthorised absence; (i) copies of all relevant documents and materials relating to such information, including copies of all relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

Defined Term	Definition
Standard Manufacturers' Support	<p>means a service directly from the original equipment manufacturer or an alternative supplier agreed in advance by TTL to provide maintenance for:</p> <ul style="list-style-type: none"> (a) telecommunications infrastructure as software; (b) firmware operating on Telecommunications Infrastructure; (c) hardware, <p>including in respect of (a) and (b) above:</p> <ul style="list-style-type: none"> (d) security upgrades and patches; and (e) maintenance updates, <p>including in respect of (c) above:</p> <ul style="list-style-type: none"> (f) support for any embedded or support software as above; and (g) supply of spare parts or repairs, <p>and such support is at standard rates (excluding specialist, higher cost, support for extended support or bespoke support that is not available to a significant customer base with respect to the relevant market (but excluding Affiliates and other entities relating to the manufacturer) and available on the open market to the manufacturers' customers;</p>
Standards	<p>means:</p> <ul style="list-style-type: none"> (a) the standards, policies and/or procedures identified in Schedule 2.3 (Standards) (including the Industry Standards and the Bespoke Standards); and (b) Emergent Standards, <p>as updated from time to time in accordance with Paragraph 2.3 of Schedule 2.3 (Standards);</p>
Standards Concession	has the meaning set out in in Paragraph 3.1 of Schedule 2.3 (Standards);
Standards Concession Form	means the Standards concession form set out in Annex 3 (Standards Concession Form) of Schedule 2.3 (Standards) as updated by TTL from time to time;
Station	means any station set out in Paragraph 1 of Annex 1 (Commercial Mobile Services coverage) of Schedule 2.1 (Services Description);
Station (Commercial Mobile) Complete Milestone	has the meaning set out in Paragraph 1.1(b)(iv) of Annex 5 (Mobile Services Detailed Implementation Plan Requirements) of Schedule 6.1 (Implementation Plans);

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Station (ESN) Complete Milestone	has the meaning set out in Paragraph 1.1(b)(vi) of Annex 5 (Mobile Services Detailed Implementation Plan Requirements) of Schedule 6.1 (Implementation Plans);
Station (ESN) Low Level Design Milestone	has the meaning set out in Paragraph 1.1(b)(i) of Annex 5 (Mobile Services Detailed Implementation Plan Requirements) of Schedule 6.1 (Implementation Plans);
Step-In Notice	has the meaning set out in Clause 33.3 (Step-In Rights);
Step-In Plans	has the meaning set out in Clause 33.1 (Step-In Rights);
Step-In Trigger Event	<p>means:</p> <ul style="list-style-type: none"> (a) any event falling within the definition of a "Concessionaire Termination Event"; (b) a Default by the Concessionaire that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (c) a Force Majeure Event that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (d) TTL or TfL as directed by the Mayor considers that the circumstances constitute an emergency despite the Concessionaire not being in breach of its obligations under this Agreement; (e) TTL being advised by a regulatory body that the exercise by TTL or TfL of its rights under Clause 33 (Step-In Rights) is necessary; (f) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; (g) a need by TTL or TfL to take action to discharge a statutory duty; (h) a Rectification Plan Failure in respect of: <ul style="list-style-type: none"> (i) a Fibre Delay; (ii) a Streetscape Delay; (iii) a Public Wi-Fi Delay; (iv) a Fibre KPI Failure; (v) a Streetscape KPI Failure; (vi) a Public Wi-Fi KPI Failure; (vii) a Capital Investment Commitment Failure in respect of the Fibre Services (as described in

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	<p>Clause 11.17(b) (Business Plan and Capital Investment));</p> <p>(viii) a Capital Investment Commitment Failure in respect of the Streetscape Services (as described in Clause 11.17(c) (Business Plan and Capital Investment));</p> <p>(ix) a Capital Investment Commitment Failure in respect of Public Wi-Fi Services (as described in Clause 11.17(d) (Business Plan and Capital Investment));</p> <p>(x) Rectification Plans in respect of the Fibre Services, Streetscape Services or Public Wi-Fi Services where such Rectification Plans were agreed in accordance with Paragraph 6.7 of Schedule 6.1 (Implementation Plans);</p> <p>(xi) Material Test Issues solely in respect of either the Fibre Services, the Streetscape Services or the Public Wi-Fi Services; and/or</p> <p>(xii) a failure to satisfy Test Success Criteria in respect of either the Fibre Services, the Streetscape Services or the Public Wi-Fi Services in accordance with Paragraph 12.2 of Schedule 6.2 (Testing and Assurance);</p> <p>(i) a Remedial Adviser Failure in respect of:</p> <p>(i) a Fibre Delay;</p> <p>(ii) a Streetscape Delay; and/or</p> <p>(iii) a Public Wi-Fi Delay;</p> <p>(iv) a Fibre KPI Failure;</p> <p>(v) a Streetscape KPI Failure;</p> <p>(vi) a Public Wi-Fi KPI Failure;</p> <p>(vii) a Capital Investment Commitment Failure in respect of the Fibre Services (as described in Clause 11.17(b) (Business Plan and Capital Investment));</p> <p>(viii) a Capital Investment Commitment Failure in respect of the Streetscape Services (as described in Clause 11.17(c) (Business Plan and Capital Investment)); and/or</p> <p>(ix) a Capital Investment Commitment Failure in respect of Public Wi-Fi Services (as described</p>

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	<p>in Clause 11.17(d) (Business Plan and Capital Investment));</p> <p>(x) Rectification Plans in respect of the Fibre Services, Streetscape Services or Public Wi-Fi Services where such Rectification Plans were agreed in accordance with Paragraph 6.7 of Schedule 6.1 (Implementation Plans);</p> <p>(xi) Material Test Issues solely in respect of either the Fibre Services, the Streetscape Services or the Public Wi-Fi Services; and/or</p> <p>(xii) a failure to satisfy Test Success Criteria in respect of either the Fibre Services, the Streetscape Services or the Public Wi-Fi Services in accordance with Paragraph 12.2 of Schedule 6.2 (Testing and Assurance);</p>
Step-Out Date	has the meaning set out in Clause 33.7(b) (Step-In Rights);
Step-Out Notice	has the meaning set out in Clause 33.7 (Step-In Rights);
Step-Out Plan	has the meaning set out in Clause 33.8 (Step-In Rights);
Strategic Risk and Issues Register	has the meaning set out in requirement GRC4(a) of Schedule 2.1 (Services Description);
Strategic Risks and Issues Report (SRI1)	has the meaning set out in requirement GRC4(b) of Schedule 2.1 (Services Description);
Streetscape Assets	means any assets (or any part of them) located on streets which are made available by TTL for use by the Concessionaire for the provision of the Streetscape Services (including lighting columns, CCTV poles and bus shelters and other similar asset types);
Streetscape Capital Investment Commitment	means the Capital Investment commitment in respect of Streetscape Services for the relevant Financial Year as set out in row 77 of Pro Forma A (vi) of the Business Plan Financial Summary;
Streetscape Delay	means a delay in the Achievement of a Key Milestone set out in the Streetscape Services Outline Implementation Plan or the Streetscape Services Detailed Implementation Plan by its Milestone Date;
Streetscape High Level Design	means the high level design relating to the Streetscape Services set out in the document entitled 'Schedule 4.1 (Concessionaire Solution) - A4 (Streetscape Services)' as updated from time to time in accordance with Schedule 2.1 (Services Description);
Streetscape KPI Failure	means a failure to meet the KPI Target Performance Level in respect of a Key Performance Indicator for the Streetscape Services set out in Paragraph 3 of Annex 1 (Performance Indicators) of Schedule 2.2 (Performance Levels);
Streetscape Services	means the streetscape services set out in Paragraph 4 of Schedule 2.1 (Services Description);

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Streetscape Services Detailed Implementation Plan	means the plan developed and revised from time to time in accordance with Paragraphs 3.1(c) and 4 of Schedule 6.1 (Implementation Plans);
Streetscape Services Gross Revenue	means the Gross Revenue for the relevant month attributable to the Streetscape Services;
Streetscape Services Revenue Share Fee	means the higher of: <ul style="list-style-type: none"> (a) zero (0); and (b) the Streetscape Services Gross Revenue multiplied by the Streetscape Services Revenue Share Percentage;
Streetscape Services Revenue Share Percentage	means the percentage set out in cell D65 of Pro Forma A(iii) of the Business Plan Financial Summary;
Sub-contract	means any contract or agreement (or proposed contract or agreement) between the Concessionaire (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Concessionaire (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
Sub-contractor	means any third party with whom: <ul style="list-style-type: none"> (a) the Concessionaire enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party;
Subject Access Request	means a request made by a Data Subject to access his or her own Personal Data in accordance with rights granted in Data Protection Legislation;
Submissions Procedure	has the meaning set out in Paragraph 4.6 of Schedule 8.4 (Document Management);
Supervisory Authority	has the meaning set out in Data Protection Legislation;
Target Performance Levels	means the KPI Target Performance Levels;
Telecommunications Infrastructure	means any: <ul style="list-style-type: none"> (a) apparatus: <ul style="list-style-type: none"> (i) designed or adapted for use in connection with an electronic communications network; or

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	<p>(ii) for a use consisting of or including sending or receiving signals transmitted by means of such a network;</p> <p>(b) telecommunications infrastructure as software;</p> <p>(c) firmware operating on apparatus; and</p> <p>(d) items that would reasonably be required by TTL or a competent third party operating in accordance with Good Industry Practice to:</p> <p>(i) install or keep installed (as applicable) the items referred to in (a), including fittings, racking, cable hooks; and</p> <p>(ii) ensure the performance and delivery of the Services or Replacement Services,</p> <p>used in the provision of the Services under this Agreement;</p>
Term	means the period commencing on the Effective Date and ending on the expiry of the Initial Term or the Extension Period or on earlier termination of this Agreement;
Termination Assistance Notice	has the meaning set out in Paragraph 7.1 of Schedule 8.5 (Exit Management);
Termination Assistance Period	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Concessionaire is required to provide the Termination Services as such period may be extended pursuant to Paragraph 7.3 of Schedule 8.5 (Exit Management);
Termination Date	means the date set out in a Termination Notice on which this Agreement (or a part of it as the case may be) is to terminate;
Termination Notice	means a written notice of termination given by one (1) Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
Termination Services	means the services and activities to be performed by the Concessionaire pursuant to the Exit Plan, including those activities listed in Annex 4 (Scope of the Termination Services) of Schedule 8.5 (Exit Management), and any other services required pursuant to the Termination Assistance Notice;
Test	means a test required to be carried out under this Agreement, as further described in Schedule 6.2 (Testing and Assurance) (but excluding the obligation set out in Paragraph 1.1 of Schedule 6.2 (Testing and Assurance)) (and "Testing" and "Tested" shall be construed accordingly);

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Test Assets	means the types of resources used for testing, including Test Plans, test procedures, test cases, test requirement hierarchies, stubs, test harnesses, test configurations and test suites;
Test Certificate	means a certificate materially in the form set out in Annex 5 (Test Certificate) of Schedule 6.2 (Testing and Assurance) issued by the Concessionaire and countersigned by TTL when all the Milestone Deliverables in respect of a Milestone or a Key Milestone have satisfied the relevant Test Success Criteria;
Test Data	means data which has been specifically identified for use in a Test. Such data will either be synthesised data, anonymised live data or a copy of live data (where this is permitted according to its protective marking and the environment it will be used in);
Test Environments	means the combination of infrastructure, hardware and software systems on which the Tests will be executed, including hardware configuration, operating system settings, software configuration, test terminals and other adjuncts to support the performance of the Tests;
Test Issue Management Log	has the meaning set out in Paragraph 9.3 of Schedule 6.2 (Testing and Assurance);
Test Issue Threshold	means the permissible number of Test Issues of each Test Severity Level as set out in the Test Strategy;
Test Issues	means any variance or non-conformity of a Milestone Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria);
Test Manager	has the meaning set out in Paragraph 3.1 of Schedule 6.2 (Testing and Assurance);
Test Plan	means a plan: <ul style="list-style-type: none"> (a) for the Testing of a Milestone Deliverable; and (b) setting out the items listed in Paragraph 5.4 of Schedule 6.2 (Testing and Assurance);
Test Plan Template	means a template Test Plan for each type of Milestone or Key Milestone that includes one (1) or more Milestone Deliverable as set out in Annex 3 (Test Plan Templates) of Schedule 6.2 (Testing and Assurance);
Test Reports	means the reports to be produced by the Concessionaire setting out the results of Tests undertaken as part of the Test Plans;
Test Severity Level	means the classification of a Test Issue as set out in Paragraph 9.1 of Schedule 6.2 (Testing and Assurance);
Test Severity Level 1	has the meaning set out in Paragraph 9.1 of Schedule 6.2 (Testing and Assurance);
Test Severity Level 2	has the meaning set out in Paragraph 9.1 of Schedule 6.2 (Testing and Assurance);

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Test Severity Level 3	has the meaning set out in Paragraph 9.1 of Schedule 6.2 (Testing and Assurance);
Test Severity Level 4	has the meaning set out in Paragraph 9.1 of Schedule 6.2 (Testing and Assurance);
Test Strategy	means: <ul style="list-style-type: none"> (a) the Outline Test Strategy; or (b) (if and when Approved by TTL pursuant to Paragraph 4.3 of Schedule 6.2 (Testing and Assurance) the Detailed Test Strategy produced and updated by the Concessionaire during the Term;
Test Success Criteria	means in relation to a Test, the criteria developed by the Concessionaire and set out in the relevant Test Plan, against which a Milestone Deliverable will be tested for the purpose of assessing whether or not it has met the relevant requirements and is compliant with the Standards;
Test Tools	means a system that supports the execution of, and/or management of, test activities such as planning and control, specification, test execution, test analysis, issue (defect) raising and issue (defect) management;
Test Witness	means any person appointed by TTL pursuant to Paragraph 10.1 of Schedule 6.2 (Testing and Assurance);
Testing Procedures	means the end-to-end process of Testing Milestone Deliverables from the setting of a Test Strategy and Test Plan through to the issue of a Test Certificate;
TfL	means Transport for London a statutory corporation whose principal place of business is at 5 Endeavour Square, London, E20 1JN;
TfL Group	means TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together with such subsidiaries and reference to any "member of the TfL Group" shall refer to TfL or any such subsidiary;

Defined Term	Definition
Third Party Assets	<p>means:</p> <ul style="list-style-type: none"> (a) locations; or (b) fixtures, <p>(or any part of them) not owned, controlled or occupied by:</p> <ul style="list-style-type: none"> (i) the Concessionaire; (ii) TTL or any other member of the TfL Group; (iii) a member of the GLA Group; or (iv) a London Borough, <p>which are made available for use by the Concessionaire for provision of the Services (or any part of them) but excluding Third Party Infrastructure;</p>
Third Party Beneficiary	has the meaning set out in Clause 46.1 (Third Party Rights);
Third Party Contract	means a contract (excluding a Customer Contract) with a third party entered into by the Concessionaire exclusively for the purpose of delivering the Services, as listed in Schedule 4.4 (Third Party Contracts);
Third Party Infrastructure	<p>means Telecommunications Infrastructure not owned by:</p> <ul style="list-style-type: none"> (a) the Concessionaire; (b) TTL or any other member of the TfL Group; (c) a member of the GLA Group; or (d) a London Borough;
Third Party IPRs	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
Third Party Provisions	has the meaning set out in Clause 46.1 (Third Party Rights);
Third Party Software	means software which is proprietary to any third party (other than an Affiliate of the Concessionaire) or any open source software which in any case is, will be or is proposed to be used by the Concessionaire for the purposes of providing the Services, including the software specified as such in Schedule 5 (Intellectual Property Rights and Software);
Threshold Rating Level	means the minimum Rating Level issued by the relevant Financial Assessment Company for the Concessionaire which in the case of the Concessionaire is Rating Level 4;

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Trackside	means TTL or any other member of the TfL Group land adjacent to operational railway lines;
Transferable Contracts	means the Sub-contracts, licences for Concessionaire's Software, licences for Third Party Software or other agreements which are necessary to enable TTL or any Replacement Concessionaire to perform the Services or the Replacement Services, including in relation to licences all relevant documentation;
Transferable Infrastructure	has the meanings set out in Paragraphs 2.1 and 2.2 of Schedule 7.2 (Payments on Expiry and Termination);
Transferring Concessionaire Employees	means those employees of the Concessionaire, any Notified Affiliates or of any Sub-contractor to whom the Employment Regulations will apply on the relevant Service Transfer Date;
Transferring Contracts	has the meaning set out in Paragraph 8.3 of Schedule 8.5 (Exit Management);
Transferring Infrastructure	has the meaning set out in Paragraphs 5.1(b)(i), 5.2(a), 5.3(a) and 5.4(a) of Schedule 7.2 (Payments on Expiry and Termination) (as applicable);
Transferring Spares	has the meaning set out in Paragraphs 5.1(b)(ii), 5.2(b), 5.3(b) and 5.4(b) of Schedule 7.2 (Payments on Expiry and Termination);
Transferring TTL Employees	means those employees of TTL or any other member of the TfL Group to whom the Employment Regulations will apply on the Relevant Transfer Date;
Transparency Commitment	means TfL and TTL's commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and TfL's own published transparency commitments;
TTL Assets	<p>means:</p> <ul style="list-style-type: none"> (a) locations; or (b) fixtures, <p>(or any part of them) owned, controlled or occupied by TTL or the TfL Group which are made available for use by the Concessionaire for provision of the Services (or any part of them), including Stations, Tunnel Sections, Ducts, Streetscape Assets and ESN Annex 3 Locations but excluding TTL Infrastructure;</p>
TTL Background IPRs	<p>means:</p> <ul style="list-style-type: none"> (a) IPRs owned by TTL or any other member of the TfL Group before the Effective Date, including IPRs contained in any of TTL's or any other member of the TfL Group's know-how, documentation, processes and procedures; and/or

Defined Term	Definition
	<p>(b) IPRs created by TTL or any other member of the TfL Group independently of this Agreement,</p> <p>but excluding IPRs owned by TTL or any other member of the TfL Group subsisting in TTL Software;</p>
TTL Cause	<p>means:</p> <p>(a) any material breach by TTL of any of TTL Responsibilities, except to the extent that such breach is:</p> <p>(i) the result of any act or omission by TTL to which the Concessionaire has given its prior consent; or</p> <p>(ii) caused by the Concessionaire, any Sub-contractor or any Concessionaire Personnel; or</p> <p>(b) where TTL refuses the Concessionaire access to all of the Stations, Tunnel Sections, ESN Stations and ESN Tunnel Sections concurrently as a result of Covid-19;</p>
TTL Construction Management Services	<p>means the construction management services resources to be provided by TTL or any other member of the TfL Group to the Concessionaire in accordance with Paragraph 3.1 of Schedule 3 (TTL Responsibilities);</p>
TTL Data	<p>means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:</p> <p>(a) are supplied to the Concessionaire by or on behalf of TTL or any other member of the TfL Group; and/or</p> <p>(b) the Concessionaire is required to generate, process, store or transmit pursuant to the provisions of this Agreement;</p>
TTL Effects	<p>means:</p> <p>(a) TTL Materials;</p> <p>(b) TTL Infrastructure; and</p> <p>(c) any other data, software, assets, equipment or other property owned by and/or licensed or leased to TTL or TfL Group and which is or may be used in connection with the provision of the Services;</p>
TTL Engineering Services	<p>means the engineering resources to be provided by TTL or any other member of the TfL Group to the Concessionaire in accordance with Paragraph 3.1 of Schedule 3 (TTL Responsibilities);</p>

Defined Term	Definition
TTL HSE Services	means the health and safety resources to be provided by TTL or any other member of the TfL Group to the Concessionaire in accordance with Paragraph 3.1 of Schedule 3 (TTL Responsibilities);
TTL Infrastructure	means Telecommunications Infrastructure owned by TTL or any other member of the TfL Group;
TTL Infrastructure Re-Charge Fee	has the meaning set out in Paragraph 5.2 of Part A of Schedule 7.1 (Fees and Charges);
TTL Infrastructure Re-Charge Fee A	has the meaning set out in Paragraph 5 of Part A of Schedule 7.1 (Fees and Charges);
TTL Infrastructure Re-Charge Fee A2	has the meaning set out in Paragraph 6 of Schedule 7.1 (Fees and Charges);
TTL Infrastructure Re-Charge Fee B	has the meaning set out in Paragraph 7 of Part A of Schedule 7.1 (Fees and Charges);
TTL Installed Infrastructure	<p>means:</p> <ul style="list-style-type: none"> (a) Telecommunications Infrastructure installed by TTL not subject to the TTL Infrastructure Re-Charge Fee; and (b) Telecommunications Infrastructure installed by TTL subject to the TTL Infrastructure Re-Charge Fee, <p>as more particularly described in the relevant As-Built Record;</p>
TTL IT System	means the IT system used by TTL or any other member of the TfL Group or the Concessionaire in connection with this Agreement which is owned by TTL or any other member of the TfL Group or licensed to it by a third party and which interfaces with the Concessionaire IT System or which is necessary for the Concessionaire to provide the Services;
TTL Materials	<p>means TTL Data together with any materials, documentation, information, programs and codes supplied by TTL or any other member of the TfL Group to the Concessionaire, the IPRs in which:</p> <ul style="list-style-type: none"> (a) are owned or used by or on behalf of TTL or any other member of the TfL Group; and (b) are or may be used in connection with the provision of the Services, but excluding any Project Specific IPRs, Specially Written Software, Concessionaire Software, Third Party Software, and documentation relating to Concessionaire Software or Third Party Software;
TTL Period	means a period, typically having a duration of twenty-eight (28) days appearing in the calendar set out in Annex 3 (TTL Periods) of Schedule 8.1 (Governance) and as updated from time to time (and "Periodic" and "Periodically" shall be construed accordingly);

Defined Term	Definition
TTL Personal Data	means Personal Data in respect of which TTL is the Data Controller Processed by the Concessionaire or any Sub-contractor on behalf of TTL pursuant to or in connection with this Agreement;
TTL Personnel	means all directors, officers, employees, agents, consultants and non-permanent labour of TTL or any other member of the TfL Group;
[REDACTED]	[REDACTED]
TTL Representative	means the representative appointed by TTL pursuant to Clause 12.2 (Representatives);
TTL Requirements	means the requirements of TTL set out in Schedules 2.1 (Services Description), 2.2 (Performance Indicators), 2.3 (Standards), 2.4 (Security Management), 2.5 (Insurance Requirements), 6.1 (Implementation Plans), 6.2 (Assurance and Testing), 8.1 (Governance), 8.4 (Document Management), 8.5 (Exit Management), 8.6 (Business Continuity and Disaster Recovery), 11 (Performance Bond), 12 (Responsible Procurement) and 13 (ESN Service Management Services);
TTL Resource Fee	has the meaning set out in Paragraph 4.1 of Part A of Schedule 7.1 (Fees and Charges);
TTL Resource Fee Default Notice	has the meaning set out at Paragraph 12.16(c) of Part A of Schedule 7.1 (Fees and Charges);
TTL Resource Fee Due Date	has the meaning set out at Paragraph 12.16(a) of Part A of Schedule 7.1 (Fees and Charges);
TTL Resource Fee Final Date for Payment	has the meaning set out in Paragraph 12.16(f) of Part A of Schedule 7.1 (Fees and Charges);
TTL Resource Fee Pay Less Notice	has the meaning set out at Paragraph 12.16(e) of Part A of Schedule 7.1 (Fees and Charges);
TTL Resource Fee Payment Notice	has the meaning set out at Paragraph 12.16(b) of Part A of Schedule 7.1 (Fees and Charges);
TTL Resource Forecast Report (SER1)	has the meaning set out in Paragraph 12.13 of Part A of Schedule 7.1 (Fees and Charges);
TTL Responsibilities	means the responsibilities of TTL specified in Schedule 3 (TTL Responsibilities);
TTL Revenue Report (REV1)	means the report of that name described in Table 2 of Annex 2 (Reports) of Schedule 8.1 (Governance);
TTL Software	means software which is owned by or licensed to TTL or any other member of the TfL Group (other than under or pursuant to this Agreement) and which is or will be used by the Concessionaire for the purposes of providing the Services;

Defined Term	Definition
TTL Travel and Expenses Policy	means the documents entitled: <ul style="list-style-type: none"> (a) P047 A11 TfL Travel at Work; and (b) P046 A13 TfL Business Expenses, as updated from time to time;
Tunnel Section	means any tunnel section set out in Paragraph 2 of Annex 1 (Commercial Mobile Services coverage) of Schedule 2.1 (Services Description);
Tunnel Section (Commercial Mobile) Complete Milestone	has the meaning set out in Paragraph 1.1(b)(v) of Annex 5 (Mobile Services Detailed Implementation Plan Requirements) of Schedule 6.1 (Implementation Plans);
Tunnel Section (ESN) Complete Milestone	has the meaning set out in Paragraph 1.1(b)(vii) of Annex 5 (Mobile Services Detailed Implementation Plan Requirements) of Schedule 6.1 (Implementation Plans);
Tunnel Section (ESN) Low Level Design Milestone	has the meaning set out in Paragraph 1.1(b)(ii) of Annex 5 (Mobile Services Detailed Implementation Plan Requirements) of Schedule 6.1 (Implementation Plans);
UMTS	has the meaning set out in ITU IMT- 2000 specification;
Uninsurable	means in relation to a risk, either that: <ul style="list-style-type: none"> (a) insurance is not available to the Concessionaire (or a Sub-contractor as the case may be) in respect of this Agreement in the worldwide insurance market with reputable insurers of good standing providing insurance in accordance with applicable laws in the United Kingdom in respect of that risk; or (b) the insurance premium payable for insuring that risk is at such a level that the risk is not generally being insured against in the worldwide insurance market with reputable insurers of good standing providing insurance in accordance with applicable laws in the United Kingdom by contractors in the United Kingdom;
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Defined Term	Definition
	<p>[REDACTED]</p> <p>[REDACTED]</p>
Valuer	means an independent third party with the necessary qualifications, ability and experience to execute a valuation in an objective, unbiased and competent manner;
VAT	means value added tax as provided for in the Value Added Tax Act 1994;
Verification Activity Plan or VAP	<p>means:</p> <ul style="list-style-type: none"> (a) the Outline Verification Activity Plan; or (b) (if and when Approved by TTL pursuant to Paragraph 2.3 of Schedule 6.2 (Testing and Assurance) the Detailed Verification Plan produced and updated by the Concessionaire during the Term in accordance with Paragraphs 2.3 to 2.6 of Schedule 6.2 (Testing and Assurance);
Verification Period	means, in relation to an Allowable Assumption, the period from (and including) the Effective Date to (and including) the date at which the relevant Allowable Assumption expires, as set out against the relevant Allowable Assumption in column 6 in the table at Annex 7 (Allowable Assumptions) of Schedule 7.1 (Fees and Charges);
Video	has the meaning of "Non-Guaranteed-Bit-Rate Video" as defined in table 6.1.7 of the 3GPP TS 23.203 standard "Policy and Charging Control Architecture";
Virgin Agreement	means Wi-Fi Enabling Agreement entered into between London Underground Limited and Virgin Media Business Limited effective from 1 April 2012;
Virgin Media Business	means Virgin Media Business Limited, a company registered in England and Wales (Company Registration Number 01785381);
Voice	has the meaning of "Guaranteed Bit Rate Mission Critical user plane Push To Talk voice" as defined in table 6.1.7 of the 3GPP TS 23.203 standard "Policy and Charging Control Architecture";
WEEE	has the meaning in the WEEE Regulations;
WEEE Regulations	means the Waste Electrical and Electronic Equipment Regulations 2006 as in force from time to time;
WI200	means TTL's standard template work instruction document named "Works Information WI200 Constraints On How The Concessionaire Provides The Works";

Defined Term	Definition
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	<p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] <p>[REDACTED]</p>
Wi-Fi Terms and Conditions	has the meaning set out in requirement WFT1(l) of Schedule 2.1 (Services Description);
Working Day	means any day other than a Saturday, Sunday or public holiday in England;
Works Funded By Grants Group	means a group of public buildings identified alphanumerically and as set out in Annex 5 (Works Funded By Grants Group Charges) of Schedule 7.1 (Fees and Charges);
Works Funded By Grants Group Charge	means the charge associated with a Works Funded By Grants Group as set out in Annex 5 (Works Funded By Grants Group Charges) of Schedule 7.1 (Fees and Charges);
Works Funded By Grants Services	means the services set out in Paragraph 6 of Schedule 2.1 (Services Description);
Works Funded By Grants Services Assurance Process	has the meaning set out in Annex 4 (Works Funded By Grants Services Assurance Process) of Schedule 6.2 (Assurance and Testing);
Works Funded By Grants Services Detailed Implementation Plan	means the plan developed and revised from time to time in accordance with Paragraphs 3.2 and 4 of Schedule 6.1 (Implementation Plans); and
Works Instructions Document	has the meaning set out in requirement GRT3(i) of Schedule 2.1 (Services Description).

