

their act or omissions in that context); or
3) any person for whom the Service Provider or such Third Party is responsible; and
ii) shall not include a failure by the Authority to pay the Charges.

“Authority Group”	TfL or TTL 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 and reference to any “member of the Authority Group” shall refer to TfL or any such subsidiary;
“Authority Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Authority, as are engaged in activity impacted by any of the Services;
“Authority Premises”	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group);
“Authority to Proceed”	a notice issued by the Authority pursuant to paragraph 5.2 of Schedule 9 (Form of Variation);
“Bond Provider Downgrade”	means the bond provider of a Performance Bond no longer holds a long-term credit rating of at least ‘A+’ or its equivalent from any of the Rating Agencies which rate the bond provider;
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
“Call-Off Contract”	means this Contract or another Call-Off Contract entered into between the Authority and the Service Provider pursuant to the Agreement;
“Cessation Plan”	a plan agreed between the Parties or determined by the Authority pursuant to Clause 38.3 in the event a Declaration of Ineffectiveness is sought or Clause 38.9 to give effect to a Public Procurement Termination Event;
“Change”	any piece of work that changes, affects or reconfigures any aspect of the Services;
“Change Date”	shall have the meaning given in Clause 34.9;
“CEDR”	means the Centre for Effective Dispute

	Resolution;
“Charges”	the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 7 (Pricing Schedule) as the same may be varied from time to time in accordance with Clause 34.9 or Clause 41;
“Compliance Certificate”	shall have the meaning given in paragraph 2.4.3.1 of Schedule 3 (Transition);
“Confidential Information”	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
“Consultation Period”	shall have the meaning given in paragraph 2.4.16.2 of Schedule 3 (Transition);
“Contract”	means this contract including its Schedules, any appendices or annexes, and all ancillary documents as amended from time to time in accordance with its terms;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1 (Key Contract Information);
“Contract Information”	<p>a) the Contract in its entirety (including from time to time agreed changes to the Contract); and</p> <p>b) data extracted from the invoices submitted pursuant to Clause 11 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;</p>
“Contract Manager”	the person named as such in Schedule 1 (Key Contract Information) or such other person as notified to the Service Provider by the Authority;
“Corrective Action Notice”	a notice issued by the Authority pursuant to

“COTS Product”	Clause 16 (Corrective Action Notices); a commercial off-the-shelf product used by the Service Provider in the performance of the Services and available for purchase by the general public including by the Authority, any member of the Authority Group and any Successor Operator(s);
“CPI”	Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree or in the absence of agreement, the Authority may determine, acting reasonably;
“Data”	data compiled, generated, collected, processed or stored during the performance of the Services (or any part thereof), including personal data and data supplied to a member of the Authority Group and/or Third Parties in connection with the Services or this Contract;
“Declaration of Ineffectiveness”	A declaration made by a court under regulation 45J which has any of the consequences described in regulation 45M of the Utilities Contracts Regulations 2006 SI 2006/6 (the “UCR”) as amended from time to time or which is made under an equivalent provision in the regulations implementing Directive 2014/25/EU in England, Wales & Northern Ireland and which has consequences which are similar to any of the consequences described in regulation 45M of the UCR;
“Detailed Transition Plan”	has the meaning given in paragraph 2.2.2 of Schedule 3 (Transition);
“Dispute”	shall have the meaning given in Clause 33.1;
“Dispute Resolution Procedure”	the procedure detailed in Clause 33;
“Document”	operating manuals, program listings, data models, flowcharts, logic diagrams, input and output forms, instructions, technical literature (including, drawings, designs, blue prints, schematics and plans), equipment and component inventories, source codes, functional specifications, testing specifications, performance specifications, physical specifications, interface specifications, written processes and procedures, all documents required under

	<p>this Contract and all other related materials in eye-readable or electronic form and complete or partial copies of the foregoing (and “Documentation” shall be interpreted accordingly);</p>
<p>“End Date”</p>	<p>the date on which the Service Provider ceases to be responsible for the provision of a particular Service pursuant to the provisions of this Contract which shall be:</p> <p>a) the end of the Initial Term or, where applicable, of any Extension Year(s) added in accordance with Clause 2 (Commencement and Duration), or any earlier effective date of termination in accordance with any notice to terminate under Clause 34 (Breach and Termination of Contract); or if later</p> <p>b) the end of the period during which any of the activities required under Schedule 11 (Handback of Services) and/or the Handback Plan are or are to be carried out in relation to that Service;</p>
<p>“Existing Contract Handback Plan”</p>	<p>the plan for the orderly handover of services to the Authority or its nominee, which may include a Service Provider, which is developed by the Existing Service Provider;</p>
<p>“Existing Services”</p>	<p>the services carried out by the Existing Service Provider;</p>
<p>“Existing Service Provider”</p>	<p>the service provider(s) providing services which are equivalent, similar or facilitate the same or similar outcome to the Services, prior to the Services being transitioned to the Service Provider (which may include an entity within the Authority Group);</p>
<p>“Expiry Date”</p>	<p>the date of the final End Date under this Contract, which shall be:-</p> <p>a) the end of the Initial Term or, where applicable, of any Extension Year(s) added in accordance with Clause 2 (Commencement and Duration), or any earlier effective date of termination in accordance with any notice to terminate under Clause 34 (Breach and Termination of Contract); or if later</p> <p>b) the end of the period during which any of the activities required under Schedule 11</p>

	(Handback of Services) and/or the Handback Plan are or are to be carried out;
“Extension Years”	shall have the meaning given in Clause 2.2;
“Final Service Transition Milestone”	has the meaning set out in paragraph 2.3.1.2.4 of Schedule 3 (Transition);
“FOI Legislation”	the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
“Force Majeure Event”	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (“Affected Party”) to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
“Handback Period”	the period from the earlier of:- a) the end of the Initial Term or, where applicable, of any Extension Year(s) added in accordance with Clause 2 (Commencement and Duration); and b) the date on which any notice to terminate this Contract pursuant to Clause 34 (Breach and Termination of Contract) takes effect until the Expiry Date;
“Handback Plan”	the plan for the orderly handover of Service to the Authority or its nominee which is to be developed by the Parties pursuant to Schedule 11 (Handback of Services);

“High-Level Transition Plan”	shall have the meaning given in paragraph 2.2.1.1 of Schedule 3 (Transition);
“Holding Company”	any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;
“Incident”	a system or service or part thereof not fulfilling all of the requirements as set out in Schedule 4 (Service Scope Specification);
“the Indemnified Party”	shall have the meaning given in Clause 26.1;
“Information”	information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority;
“Information Access Request”	a request for any Information under the FOI Legislation;
“Initial Term”	shall have the meaning given in Clause 2.1;
“Innocent Party”	shall have the meaning given in Clause 34.3;
“Interim Service Transition Milestones”	shall have the meaning given in paragraph 2.3.1.2.2 of Schedule 3 (Transition);
“Insolvency Event”	any of the following: <ul style="list-style-type: none"> a) either or both of the Service Provider or a Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order; b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or a Holding Company; c) being a company, either or both of the Service Provider or a Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency); d) either or both of the Service Provider or a Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;

- e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- f) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or a Holding Company under the law of any applicable jurisdiction for those purposes;

“the Insurances”

shall have the meaning given in Clause 27.1;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”

the Service Provider Contract Manager, the Service Provider Incident Manager and such other Service Provider Personnel who the Parties may agree to designate as Key Personnel from time to time as detailed in Schedule 1 (Key Contract Information);

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct losses (including pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

“Major Incident”

means an incident described in Appendix 3 (Major Incident List) of Schedule 8 (Service Management) as amended from time to time;

“Major Incident Plan”

means the plan for managing a Major Incident as developed by the Service Provider in accordance with the requirements set out in Schedule 8 (Service Management);

“Material(s)”

shall have the meaning given in Clause 22.1.2 but excludes any Authority Assets;

“Milestone”

an event which is the completion of one or more specified activities;