

L&E Closures has the meaning given in paragraph 1.8 of section 6 of this Schedule 5.

Latest Request Date means the last date an access request can be made in line with a given timescale.

Local Station Access Arrangement Reference Files means the files published by the Head of Access detailing where works may potentially be undertaken on Stations in Traffic Hours including details of possible locations for the storage of materials and equipment and Station opening and closing hours.

LUL Network means the stations and depots (wherever situate), assets, systems, track and other buildings which are used for the maintenance and provision of the underground service known as the London Underground.

LUL Rule Book means the rule books covering the operation of trains and LUL Stations and accessing the Track.

Major Closure has the meaning given in paragraph 1.6 of section 6 of this Schedule 5.

Minor Closure has the meaning given in paragraph 1.7 of section 6 of this Schedule 5.

Monday to Friday means the time from start of Traffic Hours on Monday morning to the time at the end of Engineering Hours on Friday night/ Saturday morning.

Network Rail means Network Rail Infrastructure Limited company nr 02904587.

Network Rail Interface Locations means locations on the LUL Network where Network Rail infrastructure interfaces with TfL infrastructure including but not limited to the location identified in Appendix 5.

Nightly Engineering Protection Arrangements (NEPA) Notice means a publication produced and circulated within TfL at short notice containing details of safety related material for engineering Works and engineer's trains and vehicles.

Night Tube means the provision of a 24 hour revenue service commencing from the Night Tube Start Date.

Night Tube Start Date means 19th August 2016

Night Tube Running Period means nominally the period between 21:00hrs Friday night and 06:00hrs Sunday morning.

Night Tube Sections means the sections of the Underground Network which provide Night Tube. The applicable sections of the Underground Network are:

- (a) the Central Line route between and including Hainault, Loughton and Ealing Broadway Stations (no Night Tube outside of this route);
- (b) the Jubilee Line entire network;
- (c) the Northern Line route between and including High Barnet, Edgware and Morden Stations via the Charring Cross Branch (no Night Tube outside of this route);

(d) the Piccadilly Line route between and including Cockfosters and Heathrow Terminal 5 Stations (no Night Tube outside of this route); and

(e) the Victoria Line entire network.

Non-Restrictive/Exclusive Access has the meaning given in paragraph 1.2 of section 6 of this Schedule 5.

Operational Managers mean any or all of group station managers and train operations managers.

Operational Assurance means an Operational Assurance Notification made to TfL in accordance with the requirements of Standard 1-538 (Assurance).

Others mean people or organisations who are not TfL, the Company's Representative, the Contractor or any employee, subcontractor or contractor of the Contractor.

Possession Meeting means a meeting to discuss the viability of a proposed Track possession.

Pre-Closure Request Meeting means a meeting to discuss the viability of a proposed closure request.

Published means in respect of:

- (a) Restrictive Access and Exclusive Access to Track, that the works need to be notified in the Engineering Look Ahead Notice, the Engineering Notice and the Nightly Engineering Protection Arrangements (NEPA) Notice; and
- (b) For Restrictive Access and Exclusive Access to Stations, that the works need to be notified in the Station Works Plan.

Restrictive Access has the meaning given in paragraph 1.3 of section 6 of this Schedule 5.

SABRE means Site Access Booking for Railway Engineering, being the system used to plan access, and any system that may supersede it at any time in the future.

Saturday means the time from start of Traffic Hours on Saturday morning to the time at the end of Engineering Hours on Saturday night/Sunday morning.

Specialist Protection means all protection arrangements in addition to the Contractor's site person in charge (SPC) (with dual protection qualifications) including but not limited to possession masters; protection resources to implement possession protection arrangements; staff to isolate traction current, technical officers to implement a set of protection arrangements and protection on Network Rail Infrastructure.

Station Works Plan means the general access requests; planned works weekly and planned daily publications circulated by TfL detailing the access arrangements for works planned to be undertaken at Stations.

Stations means areas to which LUL Rule Book 10 applies including buildings, equipment or facilities designed to be used by customers to access or leave a train.

Sunday means the time from start of Traffic Hours on Sunday morning to the time at the end of Engineering Hours on Sunday night/Monday morning.

Track means areas to which LUL Rule Book 17 applies including Track, tunnels, embankments and other line side infrastructure.

Traffic Circular means the weekly traffic circular which contains diverse information such as, infrastructure changes, train service changes, events affecting TfL, notification of restrictions to TfL operations and operational communications.

Traffic Hours means when traction current is switched on (as published in the Guide to Switching Current On and Off subject to variance as published in an Engineering Notice) and trains are running (ref [LUL Rule Book](#) 17 for the definition of Traffic Hours), as is applicable to the running line.

Work Request means the work request e-Form provided on TfL's access booking portal and which is completed by the Contractor to reflect the Access Plan and requirements for plant and equipment and specialist protection.

Working Time means a period of agreed access (including closures) in either Traffic Hours or Engineering Hours.

2. GENERAL OBLIGATIONS

1. The Contractor shall comply with its obligations under this Schedule 5 (Access).
2. The Contractor shall be responsible for supplying to the Company's Representative and the Access Manager all such information and taking all such steps as may be necessary to enable the Company's Representative to obtain where applicable Operational Assurance in respect of the Access required by the Contractor.
3. The Parties agree that:
 - 3.1 the dates and times of any Access approved may be cancelled, altered or delayed on notice (or no notice in the case of an emergency or for safety reasons). Alternative arrangements shall be made as soon as the Company's Representative and Access Manager can permit;
 - 3.2 the provisions of Clause 28 of the Contract shall be deemed to apply during such cancellation, alteration or delay to approved Access provided that such cancellation, alteration or delay is not caused (in whole or part) by a failure by the Contractor to comply with its obligations under this Schedule 5;
 - 3.3 neither Party shall have any claim against the other as a consequence of such cancellation, alteration or delay; and
 - 3.4 the Contractor shall as soon as practicable take all reasonable steps necessary to avoid, overcome or minimise the effect of such cancellation, alteration or delay.
4. For access to Network Rail and/or train operating companies' infrastructure and stations, the Contractor is solely responsible for securing access. The Contractor shall make all necessary arrangements directly with Network Rail and/or train operating companies and shall comply with all their rules and regulations.
5. For Access, following a request to the Contractor from the Company's fault reporting centre for a part or all of the Works, the Contractor shall apply for Access in accordance with the requirements of this Schedule 5.
6. The Company shall have no responsibility to the Contractor, and the Contractor shall hold the Company harmless against any Losses that may arise out of any failure by the Contractor to comply with this Schedule 5.

3. THE ACCESS PLAN

1. The Contractor shall, in accordance with the timescales detailed in the Mobilisation Plan, prepare an Access Plan with the objective of maximising the efficient use of the available Working Time and taking account of the following:
 - the information provided in the Local Station Access Arrangement Reference Files (the use of any potential storage areas identified by the Local Station Access Arrangement Reference Files remains subject to the Contractor obtaining the appropriate storage licences);
 - if the Works can be carried out in Traffic Hours (and the Contractor shall construct the Access Plan to achieve the optimisation of Working Time);
 - the minimisation of the number and duration of closures;
 - the utilisation and extension of existing planned closures;
 - the hours/shifts/days in the week required to be worked in order to comply with the Programme;
 - the timescales for booking access and closures as defined in this Schedule 5;
 - the sharing of Access with Others and the minimisation of disruption of the work of Others;
 - if the productivity of Engineering Hours working can be increased, safely, by completing the clearance of workers, materials tools and equipment tools in Traffic Hours (and the Contractor shall support plans with method statements detailing appropriate measures for the protection of the public);
 - the maximisation of Working Time during Engineering Hours when accessing the Track through a Station (where it is safe to do so, all persons, plant and equipment may be positioned within the Station ready to access the Track immediately on confirmation of traction current being turned off);
 - a minimum call back time of twenty (20) minutes for Track access before the expiry of each shift of Engineering Hours (to allow for the safe removal of all workers, materials, tools, equipment and the like) unless a shorter period is agreed by the Company's Representative;
 - any limitation on Engineering Hours specific to the Works as may be specified by the Company's Representative;
 - the time required for the Contractor to ensure the Site is left clean and safe; and
 - Night Tube.
2. The Contractor shall submit its proposed Access Plan to the Company's Representative for acceptance. Within two (2) weeks of the Contractor submitting an Access Plan for acceptance the Company's Representative shall either accept the Access Plan or notify the Contractor of his reasons for not accepting it. A (non-exclusive) reason for not accepting an Access Plan is that:

- it is not compatible with the Access Plan Template;
 - it does not take into account the information provided in the Local Station Access Arrangement Reference Files;
 - it does not optimise the Working Time;
 - it proposes an excessive number or duration of closures;
 - it does not adequately make use of existing planned closures;
 - it is not compatible with the Programme;
 - it does not comply with the timescales for booking Access and closures as set out in this Schedule 5;
 - it assumes the use of an existing closure for which an Application to Work Form has not been approved by the Access Manager;
 - it assumes an extension to an existing planned closure which has not had the prior approval of the Access Manager;
 - requests an access or closure type which is not appropriate for the Works;
 - it does not adequately provide for the work of Others;
 - it does not maximise the use of available access;
 - it does not allow for minimum call back periods or other working constraints detailed by the Company's Representative;
 - it does not provide as a minimum all the information provided in the Access Plan Template;
 - it does not allow sufficient time for the Site as a whole to be left clean and safe;
or
 - it does not allow for the operation of Night Tube.
3. The Contractor shall submit a revised Access Plan for acceptance in the following circumstances:
- if the Accepted Access Plan is no longer applicable in all the circumstances;
 - when a change is required to align with the Programme; or
 - within the period for reply after the Company's Representative has instructed the Contractor to do so. For the avoidance of doubt such instruction does not constitute a Variation Proposal or entitle the Contractor to apply for an extension of time.
4. Should the Contractor need to work hours additional to those stated in the Accepted Access Plan (within the constraint of the maximum working hours available within the booked access types), the Contractor shall give at least five (5) Working Days' notice and obtain the Company's Representative's prior written acceptance.