

“Public Procurement Termination Event”	in the provision of the Services; the Authority exercises its right to terminate the Contract in one or more of the circumstances described in the regulations implementing Directive 2014/25/EU in England, Wales & Northern Ireland (as amended from time to time) and which has circumstances similar to any of the circumstances described in Article 90 of the Directive 2014/25/EU;
“Proposed Variation”	a Variation issued by the Authority where the preparation and agreement of the Service Provider’s proposal occurs prior to the implementation of the Variation;
“Proposed Variation Notice”	shall have the meaning given to it in Schedule 9 (Form of Variation);
“Proprietary Tools”	a tool, system, piece of software, software licence or equipment (a "tool") which in accordance with this Contract is not to be made available on handback to a Successor Operator;
“Qualified Compliance Certificate”	shall have the meaning given in paragraph 2.4.3.2 of Schedule 3 (Transition);
“Rating Agency”	means Standard & Poor’s Rating Services, a division of the McGraw-Hill Companies Inc., and its successors (“ S&P ”) or Fitch Ratings Limited and its successors (“ Fitch ”) or Moody’s Investors Services Limited, and its successors (“ Moody’s ”);
“Records”	shall have the meaning given in Clause 24.1.1;
“Regulatory Bodies”	means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Authority Group and "Regulatory Body" shall be construed accordingly;
“Relevant Protected Characteristic”	shall have the meaning given to in Clause 20.1.4;
“Required Variation”	a Variation issued by the Authority where the Service Provider is required to proceed with the implementation of the Variation in parallel

	to the preparation and agreement of a Service Provider's proposal in respect of that Variation;
"Required Variation Notice"	shall have the meaning given to it in Schedule 9 (Form of Variation);
"Required Variation Settlement Notice"	a notice issued by the Authority pursuant to paragraph 5.4 of Schedule 9 (Form of Variation);
"Retention Period"	shall have the meaning given in Clause 24.1.2;
"SCD Long Stop Date"	subject to any extension in accordance with Clause 50 (Authority Events), shall have the meaning given in the table in paragraph 2.5 of Schedule 3 (Transition);
"Senior Personnel"	shall have the meaning given in Clause 33.2;
"Service Bonus"	means a measure of the addition to the Charges due to the Service Provider's performance bettering the specified Service Level and/or other performance criteria;
"Service Credit"	means a measure of the reduction to the Charges due to the Service Provider's performance failing to meet the specified Service Level and/or other performance criteria;
"Service Commencement Date"	the date for commencement of the first phase of the Services (as the case may be) as set out in Schedule 1 (Key Contract Information) or, if later the actual date on which responsibility for the provision of any part of the Services transfers to the Service Provider in accordance with Schedule 3 (Transition);
"Service Dependencies"	the dependencies that the Service Provider has on the Authority in the performance of the Services as identified at Appendix 1 of Schedule 2 (Overview of the Contract) as amended by agreement in writing from time to time
"Service Levels"	shall have the meaning given in Clause 5.1;
"Service Performance Report"	means the report of that name as described in Schedule 8 (Service Management);
"Service Provider Confidential Information"	shall have the meaning given in Clause 31.8;
"Service Provider Equipment"	the equipment and materials of whatsoever

	nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract (including the Proprietary Tools) but excluding any Authority Assets;
“Service Provider Group”	the Service Provider 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 each Holding Company of the Service Provider and any subsidiaries (as so defined) of any such Holding Company and reference to any “member of the Service Provider Group” shall refer to the Service Provider, any such Holding Company or any such subsidiary;
“Service Provider Contract Manager”	as defined in Clause 13.3. This role is designated as Key Personnel;
“Service Provider Incident Manager”	as defined in Clause 13.5. This role is designated as Key Personnel;
“Service Provider Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Service Provider Proposal Notice”	shall have the meaning given to it in Schedule 9 (Form of Variation);
“Service Provider Response”	shall have the meaning given to it in Schedule 9 (Form of Variation);
“Service Review Meeting”	has the meaning given in Schedule 8 (Service Management);
“Services”	subject to Clause 34.9:- a) all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract including those detailed in Schedule 3 Transition), Schedule 4 (Service Scope Specification), Schedule 8 (Service Management) and Schedule 11 (Handback), including any Variations to such services or activities pursuant to Clause 41; and b) any services, functions or responsibilities

	which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;
“Specification”	the specification and other requirements set out in Schedule 4 (Service Scope Specification);
“Submission Period”	shall have the meaning given in paragraph 2.4.16.1 of Schedule 3 (Transition);
“Successor Operator(s)”	any person engaged by, or which may be engaged by, any member of the Authority Group, in its absolute discretion, in order to provide the Services (or parts thereof) or services and/or systems which replace the Services (or parts thereof), which may be the Authority or a member of the Authority Group where the Authority so determines;
“Successor Plan”	shall have the meaning given in Clause 36.4;
“Term”	the period during which the Contract continues in force as provided in Clause 2 (Commencement and Duration);
“TfL”	Transport for London, a statutory corporation established under the Greater London Authority Act 1999 (including its successors);
“TfL Assurance Audit Programme”	shall mean the programme described and developed in accordance with paragraph 3 of Schedule 14 (Assurance);
“Third Party”	any person or entity which is not a Party to this Contract, including without limitation any government body, but excluding any member of the Authority Group;
“Third Party Act”	shall have the meaning given in Clause 40.1;
“Training Plan”	shall have the meaning given in paragraph 3.1.1 of Schedule 0 (Training);
“Training Programme”	shall have the meaning given in paragraph 3.2.1 of Schedule 0 (Training);
“Training Log”	shall have the meaning given in paragraph 3.3.1 of Schedule 0 (Training);
“Transition”	means the transition of services from the Existing Services Provider to the Service Provider in accordance with Schedule 3 (Transition);

“Transition Dependencies”	means the Transition Dependencies described in paragraph 7.2 of Schedule 3 (Transition);
“Transition Governance Group”	means the group of that name described in paragraph 6 of Schedule 3 (Transition);
“Transition Long-Stop Date”	subject to any extension in accordance with Clause 50 (Authority Events), shall have the meaning given in the table in paragraph 2.5 of Schedule 3 (Transition);
“Transition Milestone”	means a Milestone relating to the Transition included in the High-Level Transition Plan and including those Milestones described in paragraph 2.3.1.2 of Schedule 3 (Transition);
“Transition Milestone Completion Plan”	has the meaning given in paragraph 2.4.1 of Schedule 3 (Transition);
“Transition Milestone Criteria”	means the criteria required to be satisfied for the achievement of any Transition Milestone, as described in Appendix 3 of Schedule 3 (Transition);
“Transition Milestone Date”	means the date provided in the relevant Transition Plan for the achievement of a Transition Milestone;
“Transition Period”	means the period between the Contract Commencement Date until the end of the Post-Transition Phase;
“Transition Phase”	has the meaning given in paragraph 2.1.1.2 of Schedule 3 (Transition);
“Transition Plan”	shall mean (as the context requires) the High-Level Transition Plan described in paragraph 2.2.1.1 of Schedule 3 (Transition) or the Detailed Transition Plan described in paragraph 2.2.1.2 of Schedule 3 (and “Transition Plans” shall be interpreted accordingly);
“Transparency Commitment”	means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;
“Variation”	any variation to the Contract and/or the Services or their performance, including additions, omissions, substitutions, alterations, changes in quality, form, character, kind, position, dimension, level or

line and changes in any sequence, method, manner or timing, pursuant to Schedule 9 (Form of Variation) and Varied shall be construed accordingly;

“VAT”

value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.

“VfM” or “Value for Money”

means the optimum combination of whole-of-life costs and quality in respect of the Services;

“Withdrawal Notice”

a notice issued by the Authority pursuant to paragraph 5.4 of Schedule 9 (Form of Variation).

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 (and save as expressed otherwise) shall be construed as a reference to the document as at the date of execution of the Contract (except that save as otherwise expressly provided, references to this Contract (or to any Schedule or appendix or annex to it) are references to those documents as they may be amended from time to time in accordance with the terms of this Contract);
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses, Schedules, appendices, annexes and any ancillary document forming part of the Contract, the order of precedence will be as follows (except where the conflicting part of the relevant document ranked lower in the list is explicitly expressed to take precedence):
 - 1.1.1 the Clauses
 - 1.1.2 the Schedules
 - 1.1.3 the appendices
 - 1.1.4 the annexes
 - 1.1.5 any ancillary documents;