

4. BOOKING AND ARRANGING ACCESS

1. The Contractor shall be required to book and co-ordinate access to the Sites with the Access Manager in accordance with the Work Request/SABRE process and the Accepted Access Plan. The Contractor accepts that access to the Sites will be refused without a valid SABRE number and the Contractor shall be responsible for checking that it is in possession of a valid SABRE number for all access requirements detailed on the Accepted Access Plan. If the Contractor is not in possession of the same it shall advise the Company's Representative accordingly.
2. The Contractor shall comply with the requirements of the use of LUCAS (London Underground Combined Access System) and Sentinel (Network Rail's Access and Competency System), particularly in the context of access control at the point of Site entry. The Contractor acknowledges that TfL is phasing out the use of LUCAS cards and is adopting Sentinel as a replacement access and competency system. On expiry of existing LUCAS cards the Contractor shall sponsor the Contractor Personnel required to work on TfL infrastructure to obtain replacement Sentinel cards if they are not already a Sentinel card holder.

3. Training, Certificates, Identity Cards and Entry Permits

- 3.1 The Contractor is responsible for ensuring that all staff and Contractor Personnel are suitably trained, competent and carry the appropriate and requisite certification for performing the roles required of them in carrying out the Works.

The Standards, and in particular QUENSH and the LUL Rule Book(s) set out the training and certifications required to be met by the Contractor.

- 3.2 The Contractor is responsible for arranging, booking, and paying for all requisite medicals, training and certification of its staff and/or Contractor Personnel.
- 3.3 The Contractor shall allow a minimum of twenty-eight (28) days' notice period for all TfL provided training and certification courses and will include the same on any proposed Access Plan or programme. The Contractor acknowledges that any time period less than this cannot be guaranteed, and although the Company may make efforts to facilitate a shorter notice period wherever possible, the Contractor does not rely on such reduced time periods being accommodated.
- 3.4 At the Contract Commencement Date, the Contractor shall produce a competency matrix for all its staff or Contractor Personnel involved in providing the Works detailing the training, certification and other competency information held on record. The Contractor shall update the matrix until the Expiry Date and make the same available on request of the Company's Representative.

4. London Underground Access Control

- 4.1 LUCAS (London Underground Combined Access System) smartcards have not been issued since 01/04/2015. Unexpired cards issued before this date remain valid until they expire or by further notification from TfL.

- 4.2 All Contractor Personnel require either:

- a valid LUCAS smartcard; or
- a Sentinel smartcard endorsed with the Industry Common Induction (ICI) competence plus the LU ICI endorsement

(in each case a "Smartcard")

in order to access the Sites and carry out works on London Underground operational infrastructure.

- 4.3 The Contractor shall register to become a Sentinel Sponsor (as such term is defined in RISQs) via the Rail Industry Contractor Qualification Scheme ("RISQs"). Further details can be found at the following Achilles website address (Achilles administer the scheme on the behalf of RISQs).

http://www.achilles.com/en/?option=com_content&view=article&id=285.

- 4.4 The Contractor will and will procure that any sponsored individuals must abide by the Sentinel Scheme Rules, the latest version of these can be found at the following Sentinel website address:

<https://www.railsentinel.co.uk/Content/Downloads/SentinelSchemeRules.pdf>

- 4.5 The Smartcard is specific to an individual and is not transferable.

- 4.6 The Contractor shall procure that the Contractor Personnel carry their Smartcard at all times when working on operational Underground Network property and present their Smartcard to any authorised representative of TfL for inspection when requested to do so. Failure to produce a valid Smartcard, or requisite certification, for inspection may result in the individual being instructed to leave the Site or London Underground property. A Smartcard is not required when working solely on non-operational Underground Network property.

- 4.7 The Smartcard does not entitle the Contractor Personnel to any benefits other than permitting access to the Site or London Underground operational infrastructure for the purpose of carrying out the Works during the agreed hours of work. The LUCAS Smartcard remains the property of the Company and is required to be returned immediately upon request.

- 4.8 Details or required courses and medicals are detailed in QUENSH.

- 4.9 Exceptions to the Smartcard process

For certain exceptional access circumstances it may not always be practical or cost effective to enrol the Contractor, the Contractor Personnel or Others on to the Sentinel Scheme. In such a case, the Company shall issue a temporary LUA-LU paper certificate.

Such scenarios whereby temporary LUA-LU paper certificates are issued would be:

- specialised contractors requiring limited access; and
- survey work requiring limited access.

If the Company's Representative decides to permit exceptional access to the Site or any working areas, the Contractor must obtain the Company's Representative's written acceptance regarding the personnel and work activities prior to commencement on Site.

4.10 The Contractor acknowledges that any person attempting to gain access to the Site or working areas who is not in possession of a valid LUCAS or Sentinel Smartcard shall be treated as a visitor. All visitors, except for authorised collection or delivery drivers, must be escorted or supervised at all times by an authorised member of staff whilst on Site.

The Contractor shall maintain a register of all visitors including:

- name;
- employer;
- nature of business / persons being visited;
- time in;
- time out; and
- supervisor/escort name including signature.

The Contractor shall provide a health and safety Site briefing to each visitor and shall procure that such visitor shall sign a form to confirm that they have received the briefing and understand the Site rules and their respective responsibilities as a visitor.

The Contractor shall issue the visitor with a temporary pass that is valid for a maximum 24 hours and which clearly indicates the expiry date and time of such visit.

The Contractor shall ensure the temporary pass is returned when the visitor leaves the Site and that a list of any lost passes is maintained.

The Contractor shall ensure that lost electronic visitor passes are de-activated immediately on the Contractor being made aware of the loss.

5. London Underground - Access Control

5.1 When booking in and out of the Site, the Contractor shall procure that the Contractor Personnel report in, record entry and exit, and present their Smartcards when and where required, in accordance with the local access control arrangements.

5.2 Where a Smartcard reader is installed on Site as part of the local access control arrangements, then the Contractor shall procure that all Contractor Personnel as a mandatory requirement swipe their Smartcard on entry and egress from the Site. Any individuals found on Site where such a card reading system is in place who have not followed such a procedure may be instructed to leave Site for the duration of the associated shift, regardless of whether they may hold the appropriate Smartcard. The Company takes no responsibility for any abortive costs or impact to schedule of any such instruction to any member of the Contractor's staff under such circumstances.

5.3 If the Contractor wishes to make a change to the Accepted Access Plan or to the Contractor's requirements for Access after being approved by the Company's Representative and Access Manager, the Contractor shall submit written request of such change and a revised programme and Access Plan to the Company's Representative and Access Manager confirming any and all revised Access requirements.

5. CLASH CHECKING

1. The Contractor shall be responsible for checking for clashes (Clash Checking) in respect of access booked by Others and the Company's Representative in respect of which the Company's Representative has provided the Contractor with the Access Visualisation Tool. The Contractor shall also monitor the following publications:
 - (a) Engineering Look Ahead Notice;
 - (b) Engineering Notice;
 - (c) Nightly Engineering Protection Arrangements (NEPA) Notice;
 - (d) Traffic Circular; and
 - (e) Station Works Plan.
2. In the event of clashes the Contractor shall notify the Company's Representative and where instructed submit a revised Access Plan for acceptance. The indicative publication timescales (in advance of proposed works) for the above notices are as provided in Appendix 3.
3. Clash Checking is a condition precedent in respect of any entitlement to apply for relief pursuant to Clause 28 or Schedule 12, paragraph 6.1.
4. In the event that the Contractor attends the Site and access is not provided by TfL in accordance with the Accepted Access Plan, the Contractor shall complete the Cancelled or Delayed/Curtailed Access Form contained in Appendix 6.
5. Without prejudice to the generality of Clause 28, Clash Checking, the completion of a Cancelled or Delayed/Curtailed Access Form in full (including the obtaining of all necessary signatures) and the identification of the period of access in question on the Accepted Access Plan (with the relevant SABRE number) are all condition precedents in respect of any entitlement to apply for a Relief Event under Clause 28 in relation to the frustration of any access booked by the Contractor in accordance with this Schedule 5 (subject to compliance by the Contractor with the requirements of Schedule 5).

6. TYPES OF ACCESS

1. Summarised below are the types of access that the Contractor's Access Plan shall be based upon. In preparing the Access Plan the Contractor shall select the type of access required for the Works. The Contractor shall consult with the Access Manager as to the appropriateness of the selection as set out in the Access Plan. The Access Manager's decision as to the types of access and closures which can be used in the formulation of the Access Plan is final and binding.

1.1 General Access

General Access is a category of access for undertaking non-exclusive/non-restrictive works on the Underground Network, using all necessary tools and equipment. It is valid for both Station and Track. SABRE numbers may be valid for up to a whole financial year, but can also be issued for shorter time periods to suit work demands.

General Access may be applied for to cover large areas of the Underground Network, for example whole lines, or for more discreet locations or worksites to suit work demands. The Contractor may apply for a number of General Access SABRE numbers, but the Access Manager will aim to limit the proliferation of General Access SABRE numbers for the same or similar work teams, projects, or areas etc.

General Access does not need to be Published.

1.2 Non-Restrictive/Exclusive Access

Non-Restrictive/Exclusive Access is a category of access for undertaking non-restrictive and non-exclusive works on the Underground Network, using all necessary tools and equipment. It is valid for both Station and Track.

The Contractor shall clearly define the area covered by a Non-Restrictive/Exclusive Access request and shall limit the area to the minimum required to deliver the Works.

Non-Restrictive/Exclusive Access does not need to be Published.

1.3 Restrictive Access

Restrictive Access is a category of access that places a restriction on what can take place within a particular worksite and where the restriction will apply to all parties attempting to work that particular shift.

In the event that the Contractor believes that Restrictive Access is necessary, the Contractor shall demonstrate that this is the most appropriate form of access and shall take account of the impact that the granting of Restrictive Access would have on the network and other work streams. The Contractor acknowledges that Restrictive Access will not typically be permitted to cover a protracted number of shifts or consecutive shifts, across the same geographical area.

The Contractor shall clearly define the area covered by a Restrictive Access request and shall restrict the area to the minimum required to deliver the works and avoid unduly impeding the works of Others.

Restrictive Access will need to be Published.

1.4 Exclusive Access

Exclusive Access is a category of access that prohibits any party not directly involved in the works (for which Exclusive Access has been booked) from working in that worksite.

In the event that Exclusive Access is necessary, the Contractor shall demonstrate that this is the most appropriate form of access and shall take account of the impact that granting Exclusive Access would have on the Underground Network and other work streams. Exclusive Access will not typically be permitted to cover a protracted number of shifts or consecutive shifts, across the same geographical area.

The Contractor shall clearly define the area covered by an Exclusive Access request and shall restrict it to the minimum area required to deliver the works and to avoid unduly impeding the works of others.

Exclusive Access will need to be Published.

1.5 Emergency Access

Emergency Access is access required to deal with an Incident as defined in the LUL Rule Book, or which is required to rectify the failure of an asset which, if not rectified, would have a material adverse impact on passenger works for the following day. Emergency Access takes precedence over any other booking or request as directed by the Incident Officer.

1.6 Major Closures

A Major Closure can be classified as any planned disruptive work which results in any TfL service being unavailable between 0600 and 2100 on a weekday (excluding Bank Holidays).

1.7 Minor Closures

A Minor Closure can be classified as any planned disruptive work, apart from L&E Closures (defined below) which results in any TfL works being unavailable outside the hours of 0600 and 2100 on a weekday (excluding Bank Holidays) or at any other time at Weekends and Bank Holidays (including the Night Tube Period for work within the Night Tube Sections).

1.8 L&E Closures

L&E Closures are closures of lifts, escalators, travelators, fixed stairways, routeways or cross-passageways which can be accommodated without requiring a Station or platform to be closed. The Contractor will liaise with the Access Manager to review the impact of any requested L&E Closure in the context of any other concurrent Underground Network closures. The Company's Representative may also participate in such liaison.

1.9 Access Subcategories

Within the above access types there are a number of access subcategories which are used in the booking system. The subcategories are detailed in Appendix 4 hereto and a description of the typical work to which they apply, such as track

possession, is also provided in order to assist the Contractor in identifying the type of access applicable to particular works.