
Dated: 7 April 2016

- (1) TRANSPORT TRADING LIMITED**
- (2) EXTERION MEDIA (UK) LIMITED**

ADVERTISING PARTNERING AGREEMENT



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BETWEEN

- (1) **TRANSPORT TRADING LIMITED** (Company registration number 03914810) whose registered office is at Windsor House 42-50 Victoria Street London SW1H 0TL ("**TTL**"); and
- (2) **EXTERION MEDIA (UK) LIMITED** (Company registration number 02866133) whose registered office is at Camden Wharf, 28 Jamestown Road, London, NW1 7BY (the "**Media Partner**").

BACKGROUND

- (A) TTL is the owner or controller of certain property and rolling stock on the Estate (as defined below) that is suitable for the display of Advertisements.
- (B) TTL wishes to appoint a media partner to work with TTL to exploit Advertising Opportunities on the Estate under licence. TTL expects its media partner to actively seek significantly improved revenues from the exploitation of Advertising Opportunities on the Estate over the term of its appointment.
- (C) The Media Partner is in the business of exploiting, advising on the development of, and developing, Advertising Opportunities.
- (D) The Media Partner wishes to be appointed, on the terms of this Agreement, to exercise the Advertising Rights and to exploit Advertising Opportunities on the Estate under licence and the Media Partner will actively seek significantly improved revenues from the exploitation of Advertising Opportunities on the Estate over the term of its appointment.
- (E) The parties have agreed that TTL will appoint the Media Partner to exploit Advertising Opportunities on the Estate as a concession under licence, subject to and in accordance with the terms of this Agreement.
- (F) TTL and the Media Partner agree that they will work collaboratively during the term and on the terms of this Agreement and, in particular, to seek to identify and exploit Advertising Opportunities on the Estate; share the knowledge and expertise of both parties; create a dynamic and creative forum for discussion and development of ideas and proposals; create a working environment where decision making processes are clearly governed and optimised; improve the quality of the offering to third parties; maximise the financial return to both parties and manage costs and operational efficiency.
- (G) The parties acknowledge that the Media Partner has acquired or will acquire some assets of the business of the Outgoing Concessionaires and that the provisions of this Agreement relating to the interaction between the parties and the Outgoing Concessionaires will need to be interpreted and applied accordingly.

OPERATIVE PROVISIONS

1. DEFINITIONS

1.1 In this Agreement the following expressions will have the following meanings unless the context otherwise requires:

- "Access Procedures"** means the access procedures governing rights of access to the Estate as may be notified to the Media Partner by TTL from time to time
- "Advertisement"** any medium carrying a promotional message



"Advertising Activity"	any activity undertaken in connection with the exercise of the Advertising Rights at the Estate, including the installation, maintenance, upgrade, repair and/or replacement of Equipment, Advertising Spaces and any Advertisement displayed thereon, the implementation of Capex Projects by the Media Partner and any services, functions or responsibilities which may be reasonably regarded as properly incidental to the foregoing services or activities or the exercise of the Advertising Rights and which may be reasonably inferred from this Agreement
"Advertising Estate"	the areas at the Estate permitted to be used for Advertising through the exercise of the Advertising Rights as the same may be modified, added to or replaced during the term of this Agreement in accordance with clause 19 , each particular permitted area being an Advertising Space for the purposes of this Agreement
"Advertising Opportunities"	opportunities to generate revenues from the sale and management of Advertising at the Estate and the exercise of the Advertising Rights
"Advertising Package"	an offer or special offer by the Media Partner for the display of an Advertisement at an Advertising Space or for a package of Advertisements at Advertising Spaces on the Media Partner's standard commercial terms (other than as to price) for Advertising on the Estate from time to time
"Advertising Policy"	The policy with which Advertisements must comply to be displayed on the Estate as set out in Schedule 7 and as amended by TTL acting reasonably from time to time
"Advertising Rights"	the rights, as described in clause 3.1 , to Advertise in relation to the Estate
"Advertising Space"	any specified location marked out or otherwise identified on the Estate which TTL has individually approved for the display or use of Advertising by the Media Partner either as at the Contract Commencement Date or as approved with the Outgoing Concessionaire prior to the Service Commencement Date, or subsequently approved in accordance with clause 19
"Advertising Strategy"	the overarching strategy document in relation to Advertising at the Estate as may be amended by the parties via a resolution of the Partnering Board
"Advertising"	the exposure to the public of a promotional message on behalf of a third party and "Advertise" will be construed accordingly
"Agreed Amortisation Policy"	amortisation for amortising the capital costs of any item which shall be unless otherwise specified (in a Capex Project or otherwise) on a 5 (five) year straight line basis from the date of the relevant expenditure being made
"Agreed Procedures and Method Statements"	the procedures and method statements of the Media Partner, as agreed by TTL from time to time in accordance with clause 6
"Amortisation Period"	has the meaning set out in Schedule 4
"Approved Sub-Contractor"	each of the sub-contractors authorised by TTL and/or any TfL Affiliate to perform works on the Estate for the Media Partner relating to the Advertising Estate as set out in Schedule 13 , and such other sub-contractors as TTL and/or any TfL Affiliate may approve to carry out works on the Estate relating to the Advertising Estate



	from time to time
"Business Day"	a day other than Saturday, Sunday or a public or bank holiday in England
"Campaign"	has the meaning provided in clause 11.2
"Capex Commitment"	has the meaning provided in paragraph 6.1 of Part A of Schedule 5 and paragraph 1.1 of Part A of Schedule 8
"Capex Opportunity"	has the meaning provided in paragraph 6.3 of Part A of Schedule 5
"Capex Project"	has the meaning provided in paragraph 6.8.3 of Part A of Schedule 5
"Capex Proposal"	has the meaning provided in paragraph 6.4 of Part A of Schedule 5
"CDM Regulations"	CDM Regulations are the Construction (Design and Management) Regulations 2015 and any amendment, consolidation, revision and/or replacement thereto and related guidance together with any requirements issued from time to time by the Health and Safety Executive
"Cessation Plan"	a plan agreed between the parties or determined by TTL pursuant to clauses 35.3 in the event a Declaration of Ineffectiveness is sought or clause 35.9 to give effect to a Public Procurement Termination Event
"Commercial Client"	any third party with whom the Media Partner has entered into an agreement in relation to Advertising on the Estate, and TTL will be deemed to be a Commercial Client where it uses Advertising Packages or places Advertisements
"Competent Authority"	any legislative, judicial, regulatory or administrative body or agency (or any subdivision of any of them) of the United Kingdom or of the European Union or any supranational body which has rulemaking power or whose directives, decisions, instructions, rulings, laws or regulations are directly enforceable against either of the parties in connection with the performance of this Agreement
"Contract Commencement Date"	the date of the entering into of this Agreement.
"Contract Information"	this Agreement and any information received by TTL or a TFL Affiliate pursuant to this Agreement
"Contract Manager"	the person nominated by each party in accordance with paragraph 8.1 of Part B of Schedule 5 who will have the responsibilities set out in paragraph 8.3 of Part B of Schedule 5
"Control"	control as defined by sections 450 and 451 of the Corporation Tax Act 2010
"Crossrail Service Commencement Date 1"	the date on which the first service of the national rail component network commences on the part of the Estate comprising Crossrail.
"Crossrail Service Commencement Date 2"	the date on which the first service of the main component rail network commences on the part of the Estate comprising Crossrail.
"Crossrail"	the stations and depots, assets, systems, track and other buildings which are used in the maintenance and provision of services known or to be known as "Crossrail" (or any replacement name from time to time) including that part currently known as TFL Rail

"Data"	data created wholly or partially as a result of the performance of this Agreement or other activities at the Estate including all such data created relating to users and customers on the Estate and their activities or Advertising preferences
"Declaration of Ineffectiveness"	A declaration made by a court under regulation 98 which has any of the consequences described in regulation 101 of the Public Contracts Regulations 2015 SI 2015/102 (the "PCR 2015") or which is made under an equivalent provision in the regulations implementing Directive 2014/23/EU in England, Wales & Northern Ireland and which has consequences which are similar to any of the consequences described in regulation 101 of the PCR 2015
"DLR"	the stations and depots, assets, systems, track and other buildings which are used in the maintenance and provision of services known as "Docklands Light Railway" (or any replacement name from time to time)
"EIR Legislation"	the Environmental Information Regulations 2004 and any subordinate legislation made under it, any amendment or re-enactment of any of them; and any guidance and/or codes of practice issued by the Information Commissioner, any relevant Government Department or decisions made by other appropriate legislative bodies (including in each case its successors or assigns) in relation to such legislation from time to time
"Emergency Meeting"	means where there are circumstances that could not have been reasonably foreseen which require immediate attention and possible action by the Partnering Board, and which of necessity make it impracticable to provide notice as required in paragraph 3.11 of Schedule 5
"Equipment"	means TTL Equipment and Media Partner Equipment
"Estate"	The estates of TTL and other TFL Affiliates comprising: <ul style="list-style-type: none"> • London Underground; • DLR; • London Overground; • Tramlink; • Victoria Coach Station; and • Crossrail <p>each being a part of the Estate and in each case as those parts of the Estate are extended, refurbished, added to or reduced from time to time</p>
"Fees"	the TTL Investment Preference Payment, the TTL Revenue Share, the Performance Monitoring Credit and any other sums payable by the Media Partner to TTL in consideration for the Advertising Rights or under this Agreement pursuant to Schedule 4 and clause 9 or otherwise
"Financial Controls Plan"	the plan setting out the Media Partner's systems and processes to ensure that all elements of its financial systems and management enable and support the accurate determination, calculation and evidencing of all financial matters relating to this Agreement, as established in accordance with Schedule 22 as



	amended or varied by the written agreement of both parties from time to time
"Financial Report"	has the meaning set out in Schedule 4
"Financial Year"	in the case of: <ul style="list-style-type: none"> (a) the first Financial Year, the period from the Service Commencement Date to the next following 31 March; (b) the second and subsequent Financial Years, each subsequent 12 (twelve) calendar month period ending on 31 March; and (c) the last Financial Year, the period commencing on the day following the end of the previous Financial Year and ending on the date of expiry or termination of this Agreement
"FOIA Legislation"	the Freedom of Information Act 2000, all regulations made under it and any subordinate legislation made under them, any amendment or re-enactment of any of them; and any guidance and/or codes of practice issued by the Information Commissioner, any relevant Government Department, including the DCLG Code of Practice, or decisions made by other appropriate legislative bodies (including in each case its successors or assigns) in relation to such legislation from time to time
"Force Majeure"	in relation to either party, circumstances beyond the reasonable control of that party, including: <ul style="list-style-type: none"> (a) war, invasions, acts of foreign enemies, hostilities (whether war be declared or undeclared), civil war, rebellion, revolutions, insurrection, military or usurped power, confiscation, or requisition by or under the order of any government or public or local authority; (b) civil unrest; (c) any act of terrorism or a specific threat of terrorism which results in the partial or total, temporary or long term closure of any part of the Estate; (d) lightning, earthquake, or extraordinary storm; (e) fire; (f) flooding; (g) tunnel collapse; (h) nuclear, chemical or biological contamination including ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; (i) the discovery of fossils, antiquities or other material which in each case is required to be



exhumed or unexploded bombs or ammunition;

- (j) strikes, lock outs or other industrial action being in each case industry wide;
- (k) train crashes, derailments or other train failures; and
- (l) compliance with sections 118 to 121 of the Railways Act 1993

"Forward Sales Commission"

the commission in respect of the Third Party Contracts that relate to Advertising that is payable to an Outgoing Concessionaire under the terms of a contract between any TfL Affiliate and the Outgoing Concessionaire and that is to be funded by the Media Partner in accordance with **clause 6.6**

"Gross Revenues"

the gross value of all sums earned, receivable or accountable (whether or not payment is made and without any deduction) by the Media Partner in relation to the exercise of the Advertising Rights from whatever source, including:

- (a) all payments earned, receivable or accountable from Commercial Clients (without deduction for any rebates paid or payable to Commercial Clients) and in relation to Gross Revenues at Advertising Spaces where the price paid by the advertiser was part of a deal in combination with other advertising spaces (including as part of a regional or national deal involving Advertising outside the Estate) such Gross Revenues will be accounted for at a proper and fair market value;
- (b) the value of all non-monetary consideration earned, receivable from Commercial Clients, as valued by the Media Partner in accordance with **clause 7.1.9**; and
- (c) all compensation payments receivable under any loss of revenues or business interruption insurance policies,

but not including VAT, the Forward Sales Commission, any credit properly payable to a Commercial Client under the terms of the agreement with that Commercial Client in respect of a period of non-display of the relevant Advertisements or any *bona fide* sums earned by the Media Partner in relation to the production of Advertisements for display on the Estate. For the avoidance of doubt, any sums that are not earned, receivable or accountable by the Media Partner under its contracts with Commercial Clients due to an event of Force Majeure, shall not constitute Gross Revenues

"Guarantor Affiliates"

all subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time of the guarantor, or the replacement guarantor, as the case may be

"Incoming Media Partner"

any successor Media Partner appointed by TTL in respect of Advertising on the Estate whose appointment takes effect at any time on or after the expiry or termination of this Agreement (as applicable)

"Independent Report"

an independent report by an individual or body:

- (a) whose organisation, systems and procedures conform to:
 - (i) ISO Guide 65:1996 (EN 45011:1998); and
 - (ii) general requirements for bodies operating product certification systems; and
- (b) who is accredited to audit against forest management standards by a national or international body whose organisation, systems and procedures conform to ISO Guide 61 General Requirements for Assessment and Accreditation of Certification Bodies

"Indexation"

an adjustment to an amount calculated in accordance with the following formula on 1 April of each year:

$$B = A \times (RPI^2 / RPI^1)$$

where "RPI¹" is the value of the General Index of Retail Prices (all items) published on 22 March 2016 being 260.0 (being the value for February 2016), "RPI²" is the General Index of Retail Prices (all items) (as published in the United Kingdom in the Statistical Bulletin for Consumer Price Inflation by the Office for National Statistics or any replacement thereof) as published in March in the relevant year (being the value for February in the relevant year), "A" is the amount before indexation and "B" is the amount after indexation, provided that no adjustment shall be made if the above formula would result in a reduction in any amount

"Innovation"

a development in Advertising technology, data or other forms of Advertising which is (i) not used on the Estate at the relevant time and which the Media Partner has identified may be suitable for use on the Estate or (ii) which TTL has asked the Media Partner to consider for use on the Estate or which has been identified by the parties as such in accordance with **paragraph 7 of Part A of Schedule 5**

"IPR"

intellectual property rights (which expression shall include patents, patent applications, know-how, registered or unregistered trade marks or service marks, trade names, logos, database rights, get-up, design rights, registered or unregistered designs, copyright or any industrial or commercial right similar to any of the foregoing)

"Key Personnel"

each of the persons authorised by TTL and the Media Partner to act as a liaison to the other party in relation to matters relevant to the performance by each party of its obligations and exercise of its rights under this Agreement as at the date of the agreement and as set out in **Schedule 10**, and such other personnel of the Media Partner as agreed between the parties via the Partnering Board.

"Landmark Sites"

non-standard, large format advertising displays fixed to bulkheads above escalators or other hard-to-reach positions



"Law" or "Legislation"	any and all of the following each as is in force from time to time: <ul style="list-style-type: none"> (a) laws, by-laws, codes, common law or other laws or legislation made by a Competent Authority and all rules, regulations, ordinances, orders, notices, directives, franchises, guidance notes and circulars promulgated pursuant to the same (to the extent legally effective); and (b) any authoritative judicial or legally effective administrative interaction of each of the foregoing
"Leased Equipment"	those items of Equipment which are, from time to time, subject to hire purchase, credit sale, lease or other finance arrangements
"London Overground"	the stations and depots, assets, systems, track and other buildings which are used in the maintenance and provision of overground rail services known as "London Overground" (or any replacement name from time to time)
"London Underground"	the stations and depots, assets, systems, track and other buildings which are used in the maintenance and provision of underground services known as "London Underground" (or any replacement name from time to time)
"Losses"	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments
"Material Adverse Change"	means a change to the financial position of the guarantor of the guarantee described in clause 2 (or any replacement guarantor) which is the result of: <ul style="list-style-type: none"> (a) Restricted Corporate Activity; or (b) <ul style="list-style-type: none"> (i) something other than Ordinary Corporate Activity (ii) that has a material adverse impact on its ability to meet its obligations under this Agreement or the Media Partner's ability to meet its obligations under this Agreement
"Media Partner Equipment"	equipment, tooling, displays and structures (including Leased Equipment leased by the Media Partner) and any other asset, other than TTL Equipment and equipment and structures owned by a third party, used by the Media Partner from time to time on the Estate in the exercise of the Advertising Rights and performance of the Advertising Activities
"Media Partner Personnel"	all persons, including employees, officers, suppliers, sub-consultants, sub-contractors and agents of the Media Partner, as are engaged in the performance of any of the Advertising Activities and including the Key Personnel
"Media Partner Reserved Information"	the information or categories of information set out in Schedule 15 , excluding any such information or categories of information in respect of which the date in



"Mobilisation Period"	the last column of Schedule 15 has passed The period between the Contract Commencement Date and the Service Commencement Date
"Mobilisation Plan"	The plan set out in Schedule 1 to be implemented by the Media Partner during the Mobilisation Period in order for the Media Partner to be able to undertake the Advertising Activities and exercise the Advertising Rights on and from the Service Commencement Date
"Ordinary Corporate Activity"	means any one or more of the following activities carried on by the guarantor (or replacement guarantor) or a Guarantor Affiliate: <ul style="list-style-type: none"> (a) refinancing and/or increasing the debt burden of the guarantor and/or the Guarantor Affiliates provided that the resulting debt of the guarantor (or replacement guarantor) is not above reasonable market levels; (b) listing less than 50% of its shares on a recognised stock exchange; (c) declaring a dividend or redeeming or repurchasing any shares; (d) providing guarantees; (e) entering into any intercompany loan arrangement; (f) acquiring a business or company from, or selling a business or company to, an independent third party; (g) winding up or liquidating any dormant company; (h) merging with another entity and/or entering into a joint venture (provided there is no change in Control of the Media Partner or the guarantor (or replacement guarantor)); (i) intra group reorganisations and/or restructurings (provided that all Guarantor Affiliates, and business and assets of the guarantor or replacement guarantor or Guarantor Affiliates, that, prior to such reorganisation and/or restructuring, were directly or indirectly Controlled by the guarantor or replacement guarantor, remain directly or indirectly Controlled by the guarantor or replacement guarantor following the completion of the reorganisation and/or restructuring); (j) entering into any material franchise, concession, distribution, agency or supply agreement either in the United Kingdom or elsewhere, or ceasing to be a party to any such agreement (whether as a result of its expiry or termination or otherwise); and (k) the hiring of any personnel, or any personnel ceasing to be employed, by the guarantor (or replacement guarantor) or any Guarantor



Affiliate.

"Other Service Provider"	Any person operating or performing work or services on any part of the Estate
"Outgoing Concessionaires"	The concessionaires in respect of Advertising on the Estate immediately prior to the Service Commencement Date and "Outgoing Concessionaire" shall mean the relevant such concessionaire as the context requires
"Parent Company"	any company which from time to time directly or indirectly controls the Media Partner where "control" is as defined by section 450 of the Corporation Tax Act 2010
"Partnering Board"	means the board set up by the parties in accordance with paragraph 2.1 of Schedule 5
"Performance Monitoring Credit"	the amount payable by the Media Partner to TTL in any Quarter in accordance with Schedule 3 to reflect the Media Partner's failure to achieve the minimum standards required under Schedule 3 , as calculated from time to time in accordance with clause 9 of Part 2 of Schedule 3
"Performance Standards"	the minimum levels of performance to which the Media Partner must carry out Advertising on the Estate as set out in Part 1 of Schedule 3
"Procurement Regulations"	A reference to the Procurement Regulations in clause 35 shall be interpreted in a manner which is consistent with a decision of a court that the Public Contracts Regulations 2015 SI 2015/102 (as amended from time to time), or the regulations implementing Directive 2014/23/EU in England, Wales & Northern Ireland (as amended from time to time), apply to the Agreement
"Project Manager"	the person nominated by TTL in accordance with paragraph 5 of Part A of Schedule 5 who will be responsible for organising all meetings and actions provided for in Part A of Schedule 5 , providing appropriate secretarial support for the Partnering Board and the Working Groups (as defined in Schedule 5) and facilitating discussions (where appropriate) between the Contract Managers and the Partnering Board and/or Working Groups
"Public Procurement Termination Event"	TTL exercises its right to terminate the Agreement in one or more of the circumstances described either in regulation 73(1) of the Public Contracts Regulations 2015 SI 2015/102 (as amended from time to time), or equivalent provisions in the regulations implementing Directive 2014/23/EU in England, Wales & Northern Ireland (as amended from time to time)
"Quarter"	one of four periods in each 12 (twelve) calendar month period used by TTL as its financial year, the dates and durations of which in each such 12 (twelve) calendar month period are determined as follows: <ul style="list-style-type: none">(a) the first quarter will commence on 1 April and end on the last day of the third TTL Period;(b) the second quarter will commence on the first day of the fourth TTL Period and end on the last day of the sixth TTL Period;(c) the third quarter will commence on the first day of the seventh TTL Period and end on the last

day of the ninth TTL Period; and

- (d) the fourth quarter will commence on the first day of the tenth TTL Period and end on 31 March

and "Quarterly" will be construed accordingly

"QUENSH Conditions Manual"	the Quality Environmental Safety and Health Conditions Manual in force and as supplied to the Media Partner by TTL from time to time
"Railway Safety Certificate"	means the Safety Certificate and Safety Authorisation document prepared by TfL in accordance with ROGS and approved by the Office of Rail Regulation (March 2007) and any other Safety Certificates and Safety Authorisation documents prepared by TfL Affiliates in accordance with ROGS, as may be changed, amended, revoked, replaced or supplemented from time to time
"Records"	as defined in clause 23.2.1
"Register"	The register required to be maintained as provided in clause 23.3
"Regulations"	Transfer of Undertakings (Protection of Employment) Regulations 2006
"Relevant Employees"	those employees of the Media Partner or its sub-contractors who are involved in the performance by the Media Partner of its obligations under this Agreement, including its Key Personnel
"Relevant Period"	such period of no more than 18 (eighteen) calendar months prior to the expiry of this Agreement as may be specified by TTL by notice in writing or the period following notice of termination of this Agreement by either party
"Requirements"	required standards for each transport mode (as amended, added to and/or varied from time to time) to which the Media Partner must comply and meet when carrying out Advertising Activities on the Estate as set out in Schedule 6
"Research and Development"	analytical, research and development activities relating to Advertising Activities and further Advertising Opportunities
"Reserved Matters"	those matters (a list of which is set out at paragraph 3.19 of Schedule 5) which the Partnering Board approves by unanimous resolution
"Restricted Corporate Activity"	means intra group reorganisations and/or restructurings which would result in Guarantor Affiliates, or any business and assets of the guarantor or the replacement guarantor or Guarantor Affiliates, that, prior to such reorganisation and/or restructuring, were directly or indirectly Controlled by the guarantor or replacement guarantor no longer remaining directly or indirectly Controlled by the guarantor or replacement guarantor following the completion of the reorganisation and/or restructuring but excluding always any activity falling within (f) or (h) of the definition of Ordinary Corporate Activity;
"Review Meetings"	the annual or Quarterly review meetings held in accordance with Part B of Schedule 5
"ROGS"	the Railways and Other Guided Transport Systems (Safety) Regulations 2006 (as amended)

"Service Commencement Date"	The date for commencement of the exercise of the Advertising Rights under this Agreement in respect of (i) all of the Estate other than Crossrail and (ii) that part of the Estate currently known as TfL Rail being 1 October 2016
"Sponsorship"	any arrangement (not being a form of Advertising approved for use on the Estate as part of the Advertising Rights) which relates to the subsidising by a third party unconnected to TTL or any TfL Affiliate (including the Greater London Authority and any other third party supported by TTL, any TfL Affiliate or the Greater London Authority), of a particular event, service or facility on the Estate, where the third party is seeking to create brand association or media exposure as a result of people visiting the event, service or facility on the Estate by associating its name with such event, service or facility
"Storage Facilities"	the storage facilities at stations and at depots which will be made available to the Media Partner by TTL pursuant to clause 24 , particulars of which are set out in Schedule 12 , and such further or alternative storage facilities as may be nominated by TTL from time to time
"TfL Affiliates"	TfL and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time and reference to any "TfL Affiliate" will refer to TfL or any such subsidiary
"TfL"	Transport for London, a statutory body established under the Greater London Authority Act 1999
"Third Party Contracts"	all contracts with third parties entered into by the Outgoing Concessionaires which relate to: <ul style="list-style-type: none"> (i) Advertising; or (ii) Leased Equipment, as are current and in force on the Service Commencement Date, full particulars of which will be made available by TTL to the Media Partner prior to the Service Commencement Date and all such contracts entered into by the Media Partner as are current at the date of expiry or termination of this Agreement
"Tramlink"	the stations and depots, assets, systems, track and other buildings which are used in the maintenance and provision of underground services known as "Tramlink" (or any replacement name from time to time)
"Transferring Employees"	those employees of the Outgoing Concessionaires whose contracts of employment will be transferred to the Media Partner pursuant to the Regulations
"Transparency Commitment"	TTL's obligation to publish certain information relating to contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and TTL's own published transparency commitments
"TTL Capital Expenditure"	has the meaning set out in Schedule 4
"TTL Contractors"	any third party engaged and authorised by TTL or any TfL Affiliate to carry out works or provide services in connection with the maintenance, provision, operation or exploitation of the Estate, or any employee, agent or subcontractor of such third party engaged in carrying out such works or services
"TTL Equipment"	equipment, tooling, displays and structures (including any Leased Equipment leased by TTL) and any other



assets (i) made available by TTL to the Media Partner from time to time for use by the Media Partner on the Estate in the exercise of the Advertising Rights and performance of the Advertising Activities or (ii) introduced onto the Advertising Estate pursuant to a Capex Project (except where the Capex Project otherwise provides)

"TTL Information"

the existence and the terms of this Agreement and all information (written or oral) concerning the business and affairs of TTL, any Tfl Affiliate or TTL Contractor or the Outgoing Concessionaires (except all information concerning the business and affairs of the Media Partner as the Outgoing Concessionaire) that the Media Partner has obtained or received or will obtain or receive as a result of the discussions leading up to, the entering into and the performance of this Agreement, including all knowledge and information relating to the trade, business, activities, operations, organisations, finances, property, processes, drawings, specifications, methods of and/or concerning TTL or any Tfl Affiliate or TTL Contractor or the Outgoing Concessionaires

"TTL Investment Preference Payment" or "TIPP"

has the meaning as defined in **Schedule 4**

"TTL Period"

one of thirteen accounting periods in each 12 (twelve) calendar month period used by TTL as its financial year, the dates and durations of which in each such 12 (twelve) calendar month period are determined as follows:

- (a) the first TTL Period will commence on 1 April and end on the first Saturday that is at least 28 (twenty eight) days after 1 April;
- (b) the second to twelfth TTL Periods will commence on the first Sunday following the end of the previous TTL Period and end on the Saturday that is 28 (twenty eight) days later; and
- (c) the thirteenth TTL Period will commence on the first Sunday following the end of the twelfth TTL Period and end on 31 March

The TTL Periods during the term of this Agreement are set out in **Appendix A of Schedule 4** as updated by TTL from time to time.

"TTL Return Value"

has the meaning as defined in **Schedule 4**

"TTL Revenue Share"

has the meaning as defined in **Schedule 4**

"TTL Standards"

the mandatory requirements in force on the Estate from time to time that the Media Partner must comply with in its exercise of the Advertising Rights and undertaking Advertising Activities, comprising applicable rules, procedures, codes, standards and safety agreements of TTL and Tfl Affiliates (and any relevant franchisees or other third parties operating on the Estate) in relation to, without limitation, health and safety, environment, security, operational, engineering, and ambience standards and other customer service delivery standards (including the Requirements)

"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
"Victoria Coach Station"	the station and other buildings currently known as "Victoria Coach Station" and as replaced or relocated from time to time
"Working Groups"	the working groups established by the Partnering Board in accordance with paragraph 2.6 of Part A of Schedule 5
"WORM"	the Working on the Railway Manuals (if any) in force and as supplied to the Media Partner by TTL from time to time

1.2 The table of contents and the clause and paragraph headings in this Agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.

1.3 Unless the context otherwise requires:

1.3.1 any reference in this Agreement to a clause or schedule is a reference to a clause of or a schedule to this Agreement and references to paragraphs are to paragraphs in the schedule in which such paragraph appears;

1.3.2 references to **Volume 2** to this Agreement refer to the document titled **Volume 2** as signed by the parties on the date of this Agreement.

1.3.3 references to this Agreement or to any other document will include any permitted variation, amendment or supplements to such document;

1.3.4 references to any enactment, order, regulation or other similar instrument will be construed as a reference to the enactment, order, regulation or instrument (including any European instrument) as amended or re-enacted;

1.3.5 references to a person includes firms and corporations and their successors and permitted assignees or transferees;

1.3.6 words in this Agreement importing any one gender include both other genders and may be used interchangeably; and

1.3.7 words in this Agreement importing the singular meaning include the plural meaning and vice versa.

1.4 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

1.5 The schedules and Volume 2 form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement will include the schedules and Volume 2.

1.6 If there is a conflict between any of the terms of this Agreement and the schedules, the conflict will be resolved according to the following descending order of priority:

1.6.1 the clauses of this Agreement;

1.6.2 the schedules and Volume 2 of this Agreement except **Schedule 24**;

1.6.3 the annexes to any of the schedules; and

1.6.4 **Schedule 24.**

2. **GUARANTEE**

- 2.1 The Media Partner will on or before the Contract Commencement Date (to the extent that it has not already done so) provide at its expense a guarantee from Doubleplay I Limited or such replacement guarantor as may be agreed between the parties and, if requested by TTL, a legal opinion as to its enforceability, both in the form set out in **Schedule 2** to this Agreement.
- 2.2 The Media Partner will be regarded as being in material breach of this Agreement in the event that any guarantee is or becomes invalid or otherwise unenforceable.
- 2.3 The Media Partner will give notice to TTL before or within 10 Business Days where there is any change in Control of the guarantor or replacement guarantor (for the time being) and in such event the Media Partner shall provide upon TTL's request a replacement guarantee or other appropriate security from a replacement guarantor having obtained TTL's prior approval of the replacement guarantor (or other appropriate security as the case may be) (such approval not to be unreasonably withheld) and on terms that are reasonably acceptable to TTL.
- 2.4 The Media Partner shall provide TTL with:
- 2.4.1 the annual audited accounts of the guarantor of the guarantee or any replacement guarantor's pursuant to **clause 2.3** within ten Business Days of them being signed by the guarantor of the guarantee or any replacement guarantor; and
- 2.4.2 such information as TTL may require from time to time (acting reasonably) so as to satisfy itself as to the on-going financial covenant of the guarantor of the guarantee or any replacement guarantor including but not limited to management accounts.
- 2.5 The Media Partner shall promptly notify TTL in writing where there has been, or the Media Partner expects there to be in the reasonably foreseeable future, a Material Adverse Change.
- 2.6 Either:
- 2.6.1 where no notice has been issued pursuant to **clause 2.5**, no later than 90 days following a TTL director becoming aware of a Material Adverse Change; or
- 2.6.2 where a notice has been issued pursuant to **clause 2.5**, no later than 90 days following the date of such notice,
- and in either case provided such Material Adverse Change is continuing, TTL shall (at its discretion but acting reasonably) be entitled to require that the Media Partner procure a replacement guarantor or an alternative acceptable support arrangement within 30 Business Days from such request and the provisions of **clause 2.7** shall apply.
- 2.7 TTL may at any time indicate by notice in writing that any corporate activity undertaken by the Media Partner is not a Material Adverse Change.
- 2.8 Where the Media Partner procures a replacement guarantor or other appropriate security pursuant to the provisions of this Agreement the following provisions shall apply:
- 2.8.1 the financial covenant of any such replacement guarantor or other appropriate security must meet or exceed the requirements of TTL acting reasonably;
- 2.8.2 any such replacement guarantor must enter into a deed of guarantee with TTL on substantially the same terms as the previous guarantee or where another appropriate security is put in place, the terms of any appropriate security arrangement shall be documented and agreed with TTL (acting reasonably); and
- 2.8.3 TTL's prior written consent shall be required to any replacement guarantor or to any other appropriate security (as applicable) and TTL shall act reasonably and without delay in considering whether to give its consent.

3. APPOINTMENT OF THE MEDIA PARTNER

3.1 In consideration of the payment of the Fees, TTL hereby grants the Media Partner by way of licence with effect from the Service Commencement Date and during the term of this Agreement the following rights to Advertise at the Estate, subject to **clauses 3.2, 3.3 and 3.4** and as provided in this Agreement:

3.1.1 subject to **clause 3.1.2**, the exclusive right to Advertise on the Estate; such Advertising may only take place at Advertising Spaces approved by TTL; and

3.1.2 the non-exclusive rights to carry out Advertising on the Estate as:

3.1.2.1 part of Sponsorship activities;

3.1.2.2 part of any leafleting or sampling activities; and

3.1.2.3 part of data services linked to tablet and mobile/smart phone coverage, Bluetooth, Wi-Fi services or similar,

provided that the Media Partner will not exercise any of the rights under this **clause 3.1.2** unless TTL has given its prior written approval to such exercise which approval TTL may in its absolute discretion withhold. In the event that TTL declines a request for approval under this **clause 3.1** and the Media Partner believes that TTL's decision may materially impact the Media Partner's ability to generate Gross Revenue the Media Partner may refer the matter to the Partnering Board for further discussion but without any obligation on TTL to amend or revoke any such decision. The Media Partner agrees and acknowledges that TTL and any Tfl Affiliate may exercise or authorise any third parties to exercise any of the rights detailed in **clauses 3.1.2.1 to 3.1.2.3** and that in no event will the Media Partner be entitled to any revenue or other payment if those rights are exercised by a person other than the Media Partner on the Estate. In the event that TTL or any Tfl Affiliate does propose to exercise or authorise any third party to exercise any such rights, TTL will use reasonable endeavours to give the Media Partner notice of such exercise and if the Media Partner believes that TTL's decision may materially impact the Media Partner's ability to generate Gross Revenue the Media Partner may refer the matter to the Partnering Board for further discussion provided that TTL will be under no obligation to delay exercise of such rights pending such referral.

3.2 The Advertising Rights do not extend to the exercise of such rights:

3.2.1 on any cellular, radio or other audio broadcasts on the Estate;

3.2.2 on the exterior of any station other than the Advertising Spaces identified in **Schedule 23** at the Service Commencement Date or as otherwise approved by the Partnering Board;

3.2.3 at any car parks;

3.2.4 anywhere at Heathrow Terminal 5;

3.2.5 on any part of the Estate that is not visible and/or accessible to the public and that is used only by TTL staff and/or contractors or sub-contractors;

3.2.6 at the following DLR stations Lewisham, Elverson Road, Deptford Bridge, Greenwich, Cutty Sark, Island Gardens and Mudchute (until such time as the Advertising Rights extend to the exercise of rights at such stations);

3.2.7 at any roadside locations, being locations where any Advertising would be primarily visible to users of a public highway and subject to local planning consent (other than listed building consent) or where any Advertising would not generally be affixed to a station building;

3.2.8 at any area within the curtilage of retail units located on the Estate;

- 3.2.9 at any other kiosks, photo booths, vending machines, ATMs or newspaper stands; and
- 3.2.10 on any part of the Estate and for any purpose the Partnering Board may determine by agreement to exclude from the exercise of such rights.
- 3.3 TTL will retain the right to access the Estate and reserves the right to display or supply at any location on the Estate that is not an Advertising Space:
 - 3.3.1 any advertising, information or promotional materials in relation to the business or activities of TTL or any TfL Affiliates;
 - 3.3.2 any advertising, information or promotional materials in relation to the business or activities of any third party where such business or activities are carried out in association with, or are supported by, TTL or any TfL Affiliates;
 - 3.3.3 any artwork, decorative friezes or other non-promotional materials; or
 - 3.3.4 any free newspapers or journals.
- 3.4 Nothing in this Agreement grants or is intended to grant a proprietary interest in or exclusive possession of the Advertising Estate or any other part of the Estate in favour of the Media Partner or any other person.
- 3.5 Where following the Contract Commencement Date TTL or any TfL Affiliates is proposing to permit Advertising, other than via the Media Partner:
 - 3.5.1 at any area within the curtilage of retail units located on the Estate where such Advertising is permitted to include messages which are not solely directed at the promotion of goods and/or services for sale by one or more of the retailers operating from the same area;
 - 3.5.2 on kiosks, photo booths, vending machines, ATMs or newspaper stands (with the exception of ATM screen advertising) where such Advertising is permitted to include messages which are not solely directed at the promotion of goods and /or services for sale at the same location;
 - 3.5.3 on the exterior of any station other than those listed in **Schedule 23**; or
 - 3.5.4 as part of any advertising, information or promotional materials in relation to the business or activity of any third party where such business or activities are carried out in association with, or supported by, TTL or any TfL Affiliates.

TTL will use reasonable endeavours to give the Media Partner notice of such proposal and if the Media Partner believes that TTL's decision may materially impact the Media Partner's ability to generate Gross Revenue the Media Partner may refer the matter to the Partnering Board for further discussion provided that TTL will be under no obligation to delay the grant of such rights pending such referral.

4. **DURATION**

This Agreement will commence on the Contract Commencement Date and will (subject to the provisions for early termination for cause or force majeure set out in **clause 49**) continue until 31 March 2025.

5. **AGENCY**

- 5.1 TTL and the Media Partner acknowledge that certain parts of the Estate are owned by TfL Affiliates. TTL confirms and acknowledges that it is duly authorised to enter into this Agreement by such TfL Affiliates.

6. TRANSITION OF THE CONCESSION

- 6.1 The transition of the right to Advertise on the Estate from the Outgoing Concessionaires to the Media Partner will be implemented by the parties during the Mobilisation Period in accordance with the Mobilisation Plan and in accordance with this **clause 6**.
- 6.2 The transfer of the Transferring Employees from the Outgoing Concessionaires to the Media Partner will be implemented by the parties in accordance with **Schedule 11**.
- 6.3 The parties will procure in accordance with **clause 17.2** that, with effect from the Service Commencement Date, the Media Partner will be entitled to use the TTL Equipment that the Outgoing Concessionaires are entitled to use immediately prior to the Service Commencement Date in the exercise of the Advertising Rights.
- 6.4 Subject to **clause 6.5**, the Media Partner will, at its cost and expense, ensure that it is able to commence the Advertising Activities and exercise the Advertising Rights in full (i) in respect of all parts of the Estate other than Crossrail on the Service Commencement Date, (ii) in respect of the part of the Estate comprising the national rail component network of Crossrail, on the Crossrail Service Commencement Date 1, and (ii) in respect of the part of the Estate comprising the main component rail network of Crossrail, on the Crossrail Service Commencement Date 2 and, without prejudice to the generality of the foregoing, each party acknowledges and agrees that it will:
- 6.4.1 implement the Mobilisation Plan in full co-operation with the other party and all relevant third parties (including the Outgoing Concessionaires);
- 6.4.2 complete all deliverables in accordance with the timetable set out in the Mobilisation Plan;
- 6.4.3 apply the same level of skill, care and diligence in the performance of its tasks and obligations under the Mobilisation Plan as it is required to apply in the provision of the Advertising Activities and exercise of the Advertising Rights; and
- 6.4.4 take all actions necessary to minimise any adverse financial impact upon the parties during the Mobilisation Period.
- 6.5 The parties acknowledge and agree that the Media Partner's ability to comply with its obligations under this Agreement will depend on TTL and TfL Affiliates providing the Media Partner and its employees, agents and permitted sub-contractors with all relevant access to: (i) the Estate in accordance with **Schedule 9**; (ii) the TTL Equipment in accordance with **clause 6.3** and, (iii) equipment, structures and displays owned by or which will transfer to TTL under the terms of its contract with an Outgoing Concessionaire in accordance with **clause 17.2.1**. The Media Partner will not be liable for any failure to comply with this Agreement to the extent such failure is caused by a failure of TTL or TfL Affiliates to provide the access referred to in this clause.
- 6.6 In respect of Third Party Contracts that relate to the Advertising Rights:
- 6.6.1 to the extent permitted by Law, the Media Partner will assist TTL in determining the value of the Forward Sales Commissions;
- 6.6.2 within 14 (fourteen) days of calculation of the Forward Sales Commissions in accordance with the terms of the contracts between TTL and the Outgoing Concessionaires, the Media Partner will if applicable, pay the Forward Sales Commissions to TTL (or, as TTL shall direct, to the Outgoing Concessionaires); and
- 6.6.3 insofar as any payment or receipt by the Media Partner or the Outgoing Concessionaires from any third party in respect of Advertising Packages relates to a period which includes time prior to and after the Service Commencement Date, the parties will apportion such payment or receipt on a time basis and the relevant party will promptly pay to the other party, or procure the prompt payment to the other party, of an appropriate amount in respect of such payment or receipt.

- 6.7 TTL will use its reasonable endeavours to procure that, subject always to the Outgoing Concessionaires or TTL being able to obtain all necessary third party licences, consents and permissions, the Outgoing Concessionaires will assign or novate the Third Party Contracts to the Media Partner with effect from the Service Commencement Date and:
- 6.7.1 the Media Partner will, if so required by TTL, provide reasonable assistance to TTL and/or the Outgoing Concessionaires to seek the licences, consents and permissions necessary for the assignment or novation to the Media Partner of the Third Party Contracts;
 - 6.7.2 TTL and the Media Partner undertake to each other to comply with the terms of all licences, consents and permissions given in respect of the assignment or novation of the Third Party Contracts;
 - 6.7.3 insofar as any charge, outgoing or expense paid to any third party by the Media Partner or the Outgoing Concessionaire in respect of Leased Equipment relates to a period which includes time prior to and after the Service Commencement Date, the parties will apportion such charge, outgoing or expense on a time basis and the relevant party will promptly pay to the other party, or procure the prompt payment to the other party, of an appropriate amount in respect of such charge, outgoing or expense; and
 - 6.7.4 to the extent that TTL is unable to procure the assignment or novation to the Media Partner of any Third Party Contract, then the Media Partner will use all reasonable endeavours to obtain alternative contracts for the relevant Advertising and/or Leased Equipment (as the case may be) as quickly as is practicable.
- 6.8 If the Media Partner becomes aware that it is or is reasonably likely to be unable to meet or is unlikely to be able to perform any mobilisation deliverable in accordance with any timetable set out in the Mobilisation Plan then, without prejudice to any other rights or remedies of TTL, the Media Partner will promptly notify TTL in writing of the same, the reason for the delay and provide an estimate of when that mobilisation deliverable will be completed.
- 6.9 If the Media Partner fails to complete any mobilisation deliverable by the date specified in the Mobilisation Plan for completion of it, then (without prejudice to TTL's rights and remedies) the Media Partner will at its own cost, arrange such additional resources as are necessary to fulfil its obligations under the Mobilisation Plan as soon as possible after the relevant date contained in the timetable set out in the Mobilisation Plan.
- 6.10 The Media Partner will regularly review the Mobilisation Plan and whenever appropriate propose changes to the Mobilisation Plan, at the Media Partner's expense, to assist the Media Partner in undertaking the Advertising Activities and exercising the Advertising Rights in full from the dates set out in **clause 6.4** and in accordance with the terms of this Agreement. All changes proposed by the Media Partner will be subject to the prior written approval of TTL.
- 6.11 If at any time during the Mobilisation Period TTL decides that the progress or the works under the Mobilisation Plan are not sufficient or appropriate to enable the Media Partner to undertake the Advertising Activities and exercise the Advertising Rights in full on the Service Commencement Date in accordance with the terms of this Agreement, TTL may instruct the Media Partner to revise the Mobilisation Plan acting reasonably and in good faith and the Media Partner will, at its expense, promptly prepare and implement the requisite modifications.
- 6.12 The Media Partner will, as soon as practicable following the Contract Commencement Date, provide details to TTL of the resource that they will deploy in preparing for the Service Commencement Date and will provide to TTL the following for its approval:
- 6.12.1 a health and safety plan as referred to in **clause 42.5**, in relation to the exercise of its rights and fulfilment of its obligations under **paragraph 3 of Part A of Schedule 9** no later than 90 days prior to the Service Commencement Date;

- 6.12.2 a business plan for the first Financial Year in accordance with **paragraph 9 of Part B of Schedule 5**;
- 6.12.3 a standard format for the Register in accordance with **clause 23.3** within 30 days following the Contract Commencement Date;
- 6.12.4 details of the Media Partner's system for approval of Advertisements, in accordance with **clause 13.2** within 60 days following the Contract Commencement Date; and
- 6.12.5 its draft procedures and method statements for the exercise of the Advertising Rights and undertaking the Advertising Activities, in accordance with **paragraph 2 of Part A of Schedule 9** no later than 90 days prior to the Service Commencement Date,

and, in relation to each such document, TTL will be entitled to accept, reject or require the Media Partner to amend it (in each case acting reasonably) and, once agreed by TTL, the Media Partner will comply with and use the relevant document, subject only to any changes which are agreed by TTL from time to time. If the parties have not agreed either of the health and safety plan and the draft agreed procedures and method statements by 6 (six) weeks prior to the Service Commencement Date, then TTL will be entitled to terminate this Agreement in accordance with **clause 32.2**. If the parties have not agreed either of the standard format for the Register, the standard format for the business cases, the Media Partner's system for approval of Advertisements or the draft procedures and method statements before the Service Commencement Date, then TTL may require the Media Partner to comply with such format or procedures and method statements as are notified to the Media Partner in writing. Any approved or required draft procedures and method statements shall be Agreed Procedures and Method Statements for the purposes of this Agreement.

- 6.13 The Media Partner will, within 3 (three) calendar months from the date of this Agreement (and in any event no less than 3 (three) calendar months or such lesser period as may be agreed prior to the Service Commencement Date) draw up (and will thereafter maintain and update) its own internal plans for the performance of its obligations under this Agreement, relating to:

- 6.13.1 implementation;
- 6.13.2 service management;
- 6.13.3 security/disaster recovery;
- 6.13.4 training;
- 6.13.5 quality; and
- 6.13.6 asset renewal,

each in accordance with the Advertising Estate Management Programme described in **Part 1 of Schedule 3**. The Media Partner will provide copies of the above plans (or any amendments thereto) to TTL on request.

7. **EXERCISE OF ADVERTISING RIGHTS**

- 7.1 In exercising the Advertising Rights and undertaking the Advertising Activities, the Media Partner will at all times ensure compliance with its specific obligations under this Agreement and will:

- 7.1.1 ensure compliance with the Advertising Strategy;
- 7.1.2 use the highest standards of skill, care and diligence in accordance with best industry practice in the advertising industry and the transport industry as applicable in the exercise of its rights or the performance of its obligations;



- 7.1.3 maintain the Advertising Estate (including the Equipment) in good condition at all times including the maintenance, repair and/or replacement of Equipment. In relation to the replacement of Equipment other than in the ordinary course of operations or where TTL has insurance covering the costs of such replacement, the replacement will be the subject of a Capex Proposal to be agreed by the Partnering Board under **Schedule 5** in which event the terms relating to that Capex Proposal will apply). In relation to replacement of Equipment in the ordinary course of operations the Media Partner will bear the cost of such replacement except where the replacement is with the benefit of any product warranty or guarantee in which event TTL will make available the benefit of such warranty or guarantee to the extent it is able to do so. In relation to replacement of Equipment where TTL has insurance covering the costs of such replacement the Media Partner will bear the cost of such replacement except where (i) the replacement is with the benefit of any product warranty or guarantee in which event TTL will make available the benefit of such warranty or guarantee to the extent it is able to do so and (ii) TTL will make available to the Media Partner the insurance proceeds received in relation to such replacement cost;
- 7.1.4 exercise its rights and perform its obligations in compliance with all requirements of all Laws relevant to the Media Partner's business, from time to time in force which are or may become applicable to the exercise of its rights or performance of its obligations, and not exercise its rights or perform its obligations in a manner that would cause TTL to breach any Laws from time to time in force. The Media Partner will promptly notify TTL if the Media Partner is required to make any change to any of its policies or procedures for the purposes of complying with its obligations under this **clause 7.1.4**;
- 7.1.5 comply with all relevant TTL Standards;
- 7.1.6 support TTL in maintaining the statutory obligations relating to the Estate (including where applicable the Railway Safety Certificate and ROGS);
- 7.1.7 co-operate fully with the reasonable instructions of all TTL's personnel and personnel of TTL Contractors having authority to give such instructions;
- 7.1.8 obtain at its own expense all licences, powers and consents necessary to perform its obligations hereunder;
- 7.1.9 use reasonable endeavours to minimise the entering into of agreements with Commercial Clients for consideration other than money, and if such agreements are entered into, account for the consideration received at Gross Revenue level at a fair market value (other than with TTL's prior written approval) and in any event report details of all such agreements at the Quarterly Review Meetings as set out in **paragraph 11 of Part B of Schedule 5**;
- 7.1.10 use reasonable endeavours to avoid the payment of excessive credits;
- 7.1.11 do all other things necessary to exercise the Advertising Rights (i) in respect of all areas of the Estate excluding Crossrail from the Service Commencement Date, (ii) in respect of the part of the Estate comprising the national rail component network of Crossrail, from the Crossrail Service Commencement Date 1, (iii) in respect of the part of the Estate comprising the main component rail network of Crossrail, from the Crossrail Service Commencement Date 2, including, but not limited to, providing all equipment and materials necessary for the exercise of the Advertising Rights;
- 7.1.12 maintain the Register;
- 7.1.13 maintain an effective assurance programme in accordance with **clause 42**;
- 7.1.14 comply with the Performance Standards and seek to exceed the Performance Standards wherever possible;

- 7.1.15 use only procedures and methods that comply with the Agreed Procedures and Method Statements;
 - 7.1.16 ensure that any employees, agents and permitted sub-contractors which it uses in the exercise of its rights or the performance of its obligations hold any relevant certification required under **clause 20.3.5.3** and meet the conditions of **clause 20.3**;
 - 7.1.17 comply with the provisions of **Schedule 9**; and
 - 7.1.18 comply with the relevant Requirements applicable to the part of the Estate on which the Advertising Activities are taking place and any other requirements that TTL and/or a TfL Affiliate may (acting reasonably) specify from time to time.
- 7.2 The Media Partner will, in conjunction with the Partnering Board and the Working Groups, actively seek to maximise the revenue generated from Advertising and Advertising Opportunities from the exercise of the Advertising Rights on the Estate, including:
- 7.2.1 by seeking out new advertising spaces and locations, and new Advertising Opportunities and Innovations; and
 - 7.2.2 by providing advice and consultation to TTL, using the highest professional standards of skill and care, in relation to the exploitation of Advertising on the Estate or any extension of the Estate, the development and exploitation of new Advertising Opportunities and Innovations, the introduction of new Advertising Spaces on the Estate and new locations, any changes to Advertising Spaces, the modernisation of the locations or any other aspect of the Advertising Estate, and any other advice as TTL or the Partnering Board may reasonably require.
- 7.3 TTL will provide to the Media Partner:
- 7.3.1 passenger information;
 - 7.3.2 traffic information; and
 - 7.3.3 marketing information
- in relation to the Estate to assist the Media Partner in exploiting the Advertising Rights, in such form and to such extent as TTL shall determine.
- 7.4 TTL and the Media Partner will comply with the provisions of **Schedule 24**.

8. **CDM REGULATIONS**

- 8.1 Unless TTL notifies the Media Partner that in respect of a specific project (as it may decide) TTL (or another person) will be the client for that project for the purposes of the CDM Regulations, then by entering into this Agreement, the Media Partner agrees, for the purposes of regulation 4(8) of the CDM Regulations, to be treated as the only client in respect of the Advertising Activities. TTL agrees to the Media Partner's election to be treated as the only client.
- 8.2 To the extent that the CDM Regulations apply to the Advertising Activities, the Media Partner shall:
- 8.2.1 comply with its obligations as the client under the CDM Regulations;
 - 8.2.2 procure that its employees, agents and permitted sub-contractors and sub-consultants comply with their obligations and duties under the CDM Regulations;
 - 8.2.3 procure that designers and contractors for the purposes of the CDM Regulations comply with their obligations in the CDM Regulations;

8.2.4 procure that where required by the CDM Regulations, full details of the Advertising Activities are given to the Health and Safety Executive in accordance with regulation 6 of the CDM Regulations.

8.3 The Media Partner shall at all times co-operate, so far as is reasonably practicable, with all persons having health and safety responsibilities on or adjacent to the Estate, including any principal contractor and principal designer (as such terms are defined in the CDM Regulations) for the effective discharge of those responsibilities.

8.4 The Media Partner to the extent that he is in control of the Estate or any part of it within the meaning of Section 4 of the Health and Safety at Work etc. Act 1974 keeps the Estate, any access and egress, safe and without risk to the health of persons using it.

9. FEES AND FINANCIAL PROVISIONS

9.1 In consideration of the grant of the Advertising Rights, the Media Partner will pay the Fees to TTL in accordance with **Schedule 4** and the provisions of this **clause 9**.

9.2 Without prejudice to the provisions of **clause 23** the Media Partner will maintain accounting books and records in accordance with good accountancy practice and establish and maintain financial control and procedures in accordance with the Financial Controls Plan.

9.3 The Media Partner will provide TTL with open book accounting and will, in the Financial Report to be delivered in accordance with **Schedule 4**, and whenever requested by TTL, provide TTL with details and supporting evidence of

9.3.1 the Media Partner's costs in meeting its obligations under this Agreement; and

9.3.2 how the Fees have been calculated,

together with such other information as TTL may reasonably require to satisfy itself as to the Media Partner's compliance with this Agreement.

9.4 Any sum payable by either party to the other under this Agreement will be exclusive of any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate for the time being prescribed by Law on delivery of a valid VAT invoice.

9.5 If any sum payable under this Agreement is not paid by the paying party when due (including any disputed sum which is subsequently agreed or determined to be payable) then, without prejudice to the other party's other rights under this Agreement, that sum will bear interest from the date when the payment is due to be made until payment is made in full both before and after any judgment, at 2 (two) percent per annum over the Bank of England base rate from time to time. The parties agree that this **clause 9.5** is a substantial remedy for late payment of any sum in accordance with s.8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

9.6 TTL will have the right to audit the Media Partner's compliance with the provisions of this **clause 9** and **Schedule 4** at any time in accordance with **clause 23** of this Agreement.

10. CAPITAL EXPENDITURE

10.1 The provisions of **Schedule 8** shall apply.

11. TTL ADVERTISING AND PUBLICITY

11.1 The Media Partner will make available Advertising Packages for TTL or TFL Affiliates, in accordance with the Advertising Strategy and this **clause 11**. Where TTL or its nominated buying agency books the use of an Advertising Package in accordance with **clause 11.2** or **11.5**, TTL will be deemed to be a Commercial Client and:

11.1.1 TTL may state the type of Advertising Package that it requires and the Media Partner will make such Advertising Package available to TTL for the duration required by TTL; and

11.1.2 the Media Partner will otherwise treat TTL's booking in the same way as it would the booking of any other Commercial Client.

11.2 The Media Partner will make available, free of charge to TTL, 8 two week campaigns per annum on all digital inventory across the Advertising Estate (each, a "Campaign"). Each Campaign will (i) consist of one slot or equivalent time (being one sixth of the total time available in the advertising loop of each item in the digital inventory) within the Advertising Estate for the period of the Campaign, (ii) commence on the date determined by TTL's Contract Manager in accordance with **clause 11.3**, and (iii) be displayed in each loop during the two week period.

11.3 The commencement date for each Campaign will be determined by TTL's Contract Manager acting reasonably, in consultation with the Media Partner's Contract Manager, will be subject to availability at the time of booking, and will be notified to the Media Partner in writing at least 20 Business Days in advance of the commencement date.

11.4

[REDACTED]

11.4.1

[REDACTED]

11.4.2

[REDACTED]

11.4.3

[REDACTED]

11.5 Where TTL pays for an Advertising Package in accordance with **clause 11.4.2** or otherwise pays the Media Partner for any Advertising, it will also accrue the right, for itself or on behalf of a Tfl Affiliate, to require the Media Partner to place additional Advertisements or to make available additional Advertising Packages on the Estate free of charge in accordance with this **clause 11.5** (the "Accrued Rights").

11.5.1 The value of the Accrued Rights earned by TTL will be calculated to reflect twice the value of the Advertising Packages which TTL has paid for under **clause 11.4.2** and any other Advertising for which TTL has paid the Media Partner and will be calculated at the rate actually paid by TTL.

11.5.2 TTL may use the Accrued Rights at any time until the end of the first Financial Year following the Financial Year in which the rights were accrued, or where the rights are accrued in the final Financial Year, during that Financial Year, provided that:

11.5.2.1 TTL or its nominated buying agency will give the Media Partner at least 12 (twelve) weeks' notice of its requirements. TTL will be entitled to cancel a booking to use Accrued Rights, provided that where TTL gives the Media Partner less than 4 (four) weeks' notice of its cancellation prior to the planned use of the Accrued Rights, it will lose the Accrued Rights to the extent that the Media Partner is unable to sell the reserved Advertising Packages to a third party. When determining whether the Media Partner is unable to sell the reserved Advertising Packages the Media

Partner will have fair regard to any spare or void capacity of the same type in the same or similar Advertising Spaces at that time;

11.5.2.2 the Accrued Rights used by TTL will be calculated at the Media Partner's normal advertising price for Advertising on the Estate without discount;

11.5.2.3 in the event that TTL require the Media Partner to produce the relevant Advertisements, TTL will pay the Media Partner's reasonable costs of production for the relevant Advertisements as demonstrated by the Media Partner to TTL's reasonable satisfaction.

11.6 Any charges payable by TTL to the Media Partner in relation to the purchase of Advertising Packages or the use of its Accrued Rights will be payable by TTL in accordance with the Media Partner's normal billing practice under agreements with Commercial Clients for the purchase of Advertising Packages.

12. GOVERNANCE AND PARTNERING

12.1 The Media Partner and TTL will from the Contract Commencement Date manage and operate this Agreement, the development and exercise of the Advertising Rights, and the performance of the Advertising Activities under this Agreement in accordance with the Advertising Strategy and other provisions of **Schedule 5**.

12.2 The Media Partner and TTL severally undertake to use their reasonable endeavours to ensure that a quorum is present to transact business at meetings of the Partnering Board and Working Groups throughout the term of this Agreement.

13. ACCEPTANCE OF ADVERTISEMENTS FOR DISPLAY

13.1 The Media Partner will be responsible for examining and approving all Advertisements which are displayed by it on the Estate or in exercise of the Advertising Rights prior to the display of such Advertisements and for ensuring that any Advertisements that are approved by it:

13.1.1 comply with the relevant approvals issued by TTL in force from time to time under **clause 13.4**;

13.1.2 comply with the Advertising Policy; and

13.1.3 are not expressly banned from display by TTL.

13.2 The Media Partner will demonstrate before the Service Commencement Date that it has in place a system for the approval of Advertisements which will ensure that it is able to meet its obligations under **clause 13.1** and will maintain such system throughout the duration of this Agreement.

13.3 The Media Partner will be responsible for promptly bringing to the attention of TTL any Advertisement about which it is in doubt as to whether it complies with the Advertising Policy. TTL will use reasonable endeavours to provide the Media Partner with its response as soon as is reasonably practicable.

13.4 Without prejudice to the generality of **clause 13.3**, if the Media Partner wishes to display any Advertisement other than a poster or a digital display of a format approved by TTL it will seek TTL's prior written approval. In deciding whether to grant approval, TTL will be entitled to take into account potential adverse impacts on its passengers or other road users or its ability to carry out maintenance works or any other reasonable considerations it sees fit.

13.5 TTL will be entitled in its sole discretion to prohibit the display of, or require the removal of, any Advertisement that it reasonably considers to be contrary to its interests or those of any TfL Affiliate, notwithstanding that such Advertisement complies or complied with the Advertising Policy immediately prior to its prohibition under this **clause 13.5** or that it may have been approved by TTL under **clause 13.4** above.

13.6 The Media Partner will be responsible, at its own cost, for removing forthwith any Advertisement that it has accepted if it subsequently comes to or is brought to its attention that such Advertisement does not comply with the Advertising Policy or if TTL requires the Media Partner to remove or withdraw such Advertisement in accordance with **clause 13.5**. The Media Partner will remove or withdraw any such Advertisement forthwith and in any event no later than 3 (three) days after the earlier of the date on which it comes to the Media Partner's attention that the Advertisement does not comply with the Advertising Policy or the date on which TTL requires the Media Partner to remove or withdraw the Advertisement.

14. **AGREEMENTS WITH THIRD PARTIES**

14.1 The Media Partner will act as principal when entering into agreements in the exercise of the Advertising Rights, including agreements with third parties in relation to Advertisements, Advertising Packages and Leased Equipment of the Media Partner.

14.2 The Media Partner will ensure that the terms of any of its agreements with third parties relating to Advertising at the Estate are consistent with TTL's rights and the Media Partner's obligations under this Agreement. In particular:

14.2.1 the Media Partner will ensure that the relevant third party is required, at TTL's request, to enter into a novation with TTL or the Incoming Media Partner in the event that this Agreement expires or is terminated; and

14.2.2 the Media Partner will ensure, in relation to agreements with third parties for Leased Equipment, that the relevant agreement can be novated to the Incoming Media Partner or to TTL or to a third party provider of finance; and

14.2.3 if this Agreement is due to expire or terminate during the currency of a proposed new agreement with a third party relating to Advertising at the Estate, the Media Partner will only enter into such agreement having obtained TTL's prior written consent (not to be unreasonably withheld or delayed) and on terms that are acceptable to TTL.

14.3 The Media Partner will provide to TTL:

14.3.1 a summary of any written agreements (including individual orders and 'Surco' agreements) with Commercial Clients (including for the avoidance of doubt Commercial Clients who are agents) that it has entered into or proposes to enter into, where all or part of the consideration from the Commercial Client is non-monetary, and in relation to such agreements, the approximate value of the non-monetary consideration; and

14.3.2 a summary of any written agreements (including individual orders and 'Surco' agreements) with Commercial Clients (including for the avoidance of doubt Commercial Clients who are agents) that the Media Partner has entered into or proposes to enter into, where any part of the agreement relates to areas other than the Estate, and in relation to such agreements, the value of the consideration receivable under such agreement by the Media Partner which is being attributed by the Media Partner to the Estate and included in the Gross Revenue; and

14.3.3 details of any significant variations to its standard terms and conditions of business for Advertisements on the Estate, of which it will also notify TTL from time to time.

Such information shall be made available by the Media Partner to TTL via any reasonable method. In addition such information shall be summarised and reported on at the Review Meeting between the Media Partner and TTL as provided for in **paragraph 11 of Part B of Schedule 5**.

14.4 The Media Partner will provide to TTL immediately upon request a copy of its standard rate card (if any) or any alternative standard pricing and terms and conditions of business for Advertisements on the Estate and such of its promotional materials as TTL may request.

15. COMPLAINTS ABOUT ADVERTISEMENTS

- 15.1 The Media Partner will promptly provide to TTL's Contract Manager details of formal complaints it has received from any source whatsoever in relation to the Advertisements it has displayed or made available on the Estate, along with details of its responses (if any) to such complaints. The Media Partner will also provide to TTL not less than 10 (ten) Business Days in advance of each relevant Review Meeting details of complaints it has received from any source whatsoever in relation to the Advertisements it has displayed or made available on the Estate, along with details of its responses to any such complaints. Such information shall be provided at the Review Meeting between the Media Partner and TTL as provided for in **paragraph 11 of Part B of Schedule 5**.
- 15.2 TTL will be entitled to intervene and handle any complaints on the Media Partner's behalf where TTL reasonably believes that its interests or reputation or those of any Tfl Affiliate will or may be affected by the complaint.
- 15.3 In order to afford the parties greater protection against complaints about Advertisements the Media Partner will participate in any appropriate industry bodies in which TTL might reasonably require it to participate or in which the Media Partner considers its participation is prudent.

16. UNSOLD AND UNUSED ADVERTISING SPACES

- 16.1 Without prejudice to the Media Partner's obligations under **clause 7.2**, it is recognised that from time to time, there may be Advertising Spaces on the Estate:
- 16.1.1 that are not subject to agreements with Commercial Clients, whether or not such Advertising Spaces are carrying out-of-date Advertisements ("**Unsold Advertising Spaces**"); or
- 16.1.2 in relation to which the Media Partner temporarily or permanently does not intend to seek to create third party income, whether or not such Advertising Spaces are carrying out-of-date Advertisements ("**Unused Advertising Spaces**"),

and without prejudice to its obligations under the Performance Standards in relation to cleaning and maintenance, the Media Partner will ensure that Unsold and Unused Advertising Spaces are dealt with in accordance with this **clause 16**.

- 16.2 In relation to Unsold Advertising Spaces:
- 16.2.1 the Media Partner will at its own cost, and as soon as is practicable, display filler material, which it may choose from a selection of filler material supplied to it by TTL from time to time; and
- 16.2.2 where an Unsold Advertising Space remains unsold for a period of more than 3 (three) calendar months, the Media Partner will deal with such Unsold Advertising Space in accordance with **clause 16.3** below, as if such space was an Unused Advertising Space.
- 16.3 Without prejudice to TTL's ability to temporarily or permanently remove Advertising Spaces from the Advertising Estate in accordance with **clauses 19.2** and the Media Partner's ability to seek TTL's consent to permanently remove Advertising Spaces from the Advertising Estate in accordance with **clause 19.5**, in relation to any Unused Advertising Spaces:
- 16.3.1 subject as provided below, **clause 16.2.1** will continue to apply in respect of such Advertising Space;
- the Media Partner will give TTL notice in writing within 3 (three) calendar months of any Advertising Space becoming an Unused Advertising Space and will report that fact and the reason why the Advertising Space is unused to TTL at the next following Review Meeting (such information shall be provided at the Review Meeting between the Media Partner and TTL as provided for in **paragraph 11 of Part B of Schedule 5**);

17. **OWNERSHIP AND USE OF EQUIPMENT**

17.1 The Media Partner will at all times comply with the Performance Standards in respect of all Equipment it uses in the exercise of the Advertising Rights.

17.2 In relation to equipment, structures and displays used or available for use by the Outgoing Concessionaires immediately prior to the Service Commencement Date:

17.2.1 where any such equipment, structures and displays are owned by or will transfer to TTL under the terms of its contract with an Outgoing Concessionaire, TTL will permit the Media Partner to use such equipment, structures and displays in the exercise of the Advertising Rights (in which event the equipment, structures and displays will be TTL Equipment);

17.2.2 where any such equipment, structures and displays are leased by an Outgoing Concessionaire, **clause 6.7** will apply;

17.2.3 where any such equipment, structures and displays are owned by an Outgoing Concessionaire and will not transfer to TTL under the terms of its contract with an Outgoing Concessionaire, TTL will negotiate a purchase price for such equipment, structures and displays with the Outgoing Concessionaire. TTL shall then inform the Media Partner of this price and ask the Media Partner to confirm whether it wishes TTL to proceed with the purchase. If the Media Partner does confirm it wishes TTL to proceed, TTL will purchase from an Outgoing Concessionaire and make available to the Media Partner such equipment, structures and displays and the Media Partner will indemnify TTL in full against the purchase price of such equipment, structures and displays and any associated costs incurred by TTL in purchasing such equipment, structures and displays and making them available (at which point such equipment will be TTL Equipment); and

17.2.4 where such equipment, structures and displays are under the possession, ownership and/or control of a TTL Contractor, the parties acknowledge that such equipment, structures and displays will remain under the possession, ownership and/or control of the relevant TTL Contractor. TTL will procure that the TTL Contractor will permit the Media Partner to use them in the exercise of the Advertising Rights (or arrange its removal from the Estate) and the Media Partner will indemnify TTL in full against any liabilities arising from such use.

17.3 Other than any TTL Equipment provided by TTL under **clauses 17.2.1** or **17.2.3**, TTL shall have no obligation to provide the Media Partner with any equipment, structures or displays to enable the Media Partner to exercise the Advertising Rights and undertake the Advertising Activities other than equipment, structures and displays funded by TTL under a Capex Project. All other equipment, structures and displays required by the Media Partner will be provided by and be the responsibility of the Media Partner unless TTL and the Media Partner agree otherwise.

17.4 Where the Media Partner wishes to purchase any equipment, structures and displays for use on the Estate (and such purchase is not the subject of a Capex Proposal), save where the parties have expressly agreed otherwise, it may do so only on the condition that the Media Partner will write the cost of the relevant Media Partner Equipment down in accordance with the Agreed Amortisation Policy and upon expiry or termination of this Agreement:

17.4.1 if its written down value is nil, the Media Partner will assign or transfer it to TTL or to the Incoming Media Partner at no cost to TTL; or

17.4.2 if its written down value is not nil, be subject to an option for TTL to purchase at its written down value and/or to novate the relevant purchase agreement to the Incoming Media Partner or to a third party provider of finance.

17.5 Where the Media Partner wishes to lease any Media Partner Equipment, subject as provided below, it may do so only on the condition that the Media Partner will afford TTL a reasonable opportunity to review and approve (such approval not to be unreasonably



withheld or delayed) the relevant leasing agreement prior to signature and that the leasing agreement to be concluded by the Media Partner:

- 17.5.1 is concluded on reasonable rental terms in accordance with normal commercial practice based on fair market value for the asset and not at an overvalue;
- 17.5.2 includes a right for the Media Partner to require novation of the rental agreement to TTL or to the Incoming Media Partner;
- 17.5.3 includes a right for the Media Partner and TTL to purchase the relevant Media Partner Equipment on reasonable terms in accordance with normal commercial practice at any time;
- 17.5.4 includes a right for the Media Partner to remove the Media Partner Equipment from the Estate in the circumstances described in **clauses 16, 19 and 33**; and
- 17.5.5 includes all maintenance terms for the relevant Media Partner Equipment,

in which case the relevant Media Partner Equipment will be deemed to be Leased Equipment. Where the Media Partner wishes to lease any Media Partner Equipment on terms that will extend beyond the expiry of this Agreement, it will only do so with the prior written consent of TTL, which may be withheld by TTL in its absolute discretion.

17.6 The Media Partner will not be entitled to dispose of any Media Partner Equipment used on the Estate without the prior written consent of the TTL Contract Manager.

17.7 Title and risk in:

- 17.7.1 all TTL Equipment will vest in TTL at all times either from the Service Commencement Date or at the date of installation or acquisition by TTL, as applicable; and
- 17.7.2 all Media Partner Equipment installed by or on behalf of the Media Partner on the Estate, will vest in the Media Partner at all times, unless otherwise agreed in writing between TTL and the Media Partner.

17.8 The Media Partner will ensure that all Media Partner Equipment supplied by or on behalf of the Media Partner and located on the Estate will:

- 17.8.1 conform with the specification provided to and agreed by TTL (acting reasonably) and any additional requirements agreed with TTL;
- 17.8.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 (as amended)), including any purpose held out by the Media Partner or made known to the Media Partner by TTL;
- 17.8.3 be free from defects in design, materials and workmanship; and
- 17.8.4 be so formulated, designed, constructed and finished as to be safe and without risk to health.

17.9 If any damage is caused at any time to any of the Equipment or any part thereof the Media Partner will promptly repair such damage or replace such Equipment as the case may be. The cost of any repair will be borne solely by the Media Partner unless the damage is caused by TTL or any Tfl Affiliate (or by any of its or their subcontractors) in which case TTL will at its option make good or reimburse to the Media Partner the reasonable costs actually incurred by the Media Partner in such repair. The cost of any replacement will be borne in accordance with the provisions of **clause 7.1.3**.

18. ELECTRICAL SUPPLY

18.1 TTL will ensure that the Media Partner is provided, free of charge: (i) from the Service Commencement Date throughout the term of this Agreement with the total electricity load necessary to power the Equipment that forms part of the Advertising Estate in whatever place it may be as at the Service Commencement Date, (ii) from the Crossrail Service

Commencement Date 1 throughout the term of this Agreement with such additional electricity load as the Media Partner may reasonably require to power Equipment to exercise the Advertising Rights at the part of Estate comprising the national rail network component of Crossrail, (iii) from the Crossrail Service Commencement Date 2 throughout the term of this Agreement with such additional electricity load as the Media Partner may reasonably require to power Equipment to exercise the Advertising Rights at the part of Estate comprising the main component network of Crossrail, (iv) and in relation to any Capex Project, the additional electricity load required by the Media Partner to power the Equipment (if any) to implement the relevant Capex Project which will be discussed and agreed as part of any approval of the antecedent Capex Proposal.

18.2 The Media Partner will seek TTL's prior written consent (as part of the approvals process under **paragraph 2 of Part A of Schedule 9**) to the undertaking of activities, the movement of Equipment or the installation of new Equipment, that will or might result in an additional or increased electrical load demand beyond the level referred to in **clause 18.1**, and in relation to such additional or increased load demand, may make a request to TTL for access to and/or supply of electricity. In relation to such request, TTL shall:

18.2.1 grant access to its electricity supply and allow the Media Partner to be provided with electricity free of charge; or

18.2.2 grant access to its electricity supply and allow the Media Partner to be provided with electricity, subject to the reimbursement by the Media Partner of any reasonable additional electrical charges incurred by TTL,

and TTL shall act reasonably and without delay in its election.

18.3 The Media Partner will carry out and will be liable for any costs associated with the design, management, approval, installation, enabling and upkeep of electricity supply leads from the supply point to any permanent or temporary Advertising Spaces and associated Equipment.

18.4 Where TTL or a TTL Contractor reasonably considers that it is reasonably necessary to do so, TTL (or the relevant TTL Contractor) will be entitled to permanently or temporarily disconnect, or remove, the electrical supply to any Equipment and will notify the Media Partner under the Secondary Revenue Impact Assessment (SRIA) process. TTL will be liable for the reasonable expenses incurred by it or by the Media Partner in relation to such disconnection or removal.

19. **CHANGES TO THE ADVERTISING ESTATE**

19.1 TTL will consult with the Media Partner over any Advertising Spaces to be created (i) on the Estate and (ii) at any new property which is built, transferred to, or otherwise acquired by TTL (or the relevant TfL Affiliate as the case may be) as a result of any extension to the Estate or the construction of any new stations, and the Media Partner will advise TTL on the siting of Advertising Spaces at such new property in accordance with **clause 7.2.2**. For the avoidance of doubt, no new Advertising Space will be created by the Media Partner without the approval of TTL.

19.2 TTL will be entitled for the purposes of carrying out its business as usual day to day operations (including planned and reactive maintenance, station upgrades and refurbishments) or for reasons relating to health and safety to obscure or temporarily suspend the use of an Advertising Space (a "**Temporary Change**"), or to remove an Advertising Space from the Advertising Estate permanently (a "**Permanent Change**"). If the Media Partner believes that TTL is exercising its rights under this clause unreasonably, the Media Partner may refer the matter for discussion to the Partnering Board. The Media Partner must comply with any instruction from TTL in relation to TTL's rights under this clause notwithstanding any referral to the Partnering Board.

19.3 Where a Temporary Change or a Permanent Change is part of a Capex Proposal, the works and costs associated with those changes will be dealt with as part of the Capex Proposal. Where, other than when implementing a Capex Project, TTL requires a Temporary Change or a Permanent Change in accordance with **clause 19.2**, the Media Partner will be responsible for removing all Equipment from the relevant Advertising Space at the Media Partner's cost. TTL will give the Media Partner 4 (four) weeks' notice in writing where it requires a Temporary Change or a Permanent Change. Where, in the event of an

emergency or otherwise, TTL fails or is unable to give the Media Partner 4 (four) weeks' notice in writing TTL will be entitled to remove any Equipment itself at the Media Partner's cost, and in the case of a Temporary Change, TTL will in such circumstances be liable for the Media Partner's reasonable expenses of reinstating the Equipment, provided that TTL will not be so liable if the Media Partner fails to reinstate the Equipment within 28 (twenty eight) days following TTL notifying it that it may reinstate the Equipment. Where as a result of Permanent Change, Equipment in respect of which TIPP is payable in accordance with **Schedule 4** is removed from the Advertising Estate TTL will use all reasonable endeavours to relocate such Equipment within the Advertising Estate as soon as practicable to minimise the loss of Gross Revenue as a result of the removal of the Equipment. In addition and without prejudice to **clause 19.2**, either party may refer the consequences of any Permanent Change relating to Equipment in respect of which TIPP is payable to the Partnering Board for discussion and, where appropriate, a resolution to be passed concerning any steps to be taken by the parties (including whether or not any adjustment to the TIPP should be made).

19.4 In the event that there has been a Temporary Change in accordance with **clause 19.2** and the Temporary Change is no longer required by TTL, TTL will notify the Media Partner in writing that the Advertising Space suspended from the Advertising Estate will no longer be suspended from the Advertising Estate and the date from which the Advertising Space will be available for the use of Advertising by the Media Partner..

19.5 The Media Partner will be entitled, with TTL's prior written consent (which may be refused in TTL's absolute discretion), permanently to remove an Advertising Space from the Advertising Estate. TTL agrees that in exercising its absolute discretion under this **clause 19.5** TTL shall have regard to, though shall not be bound by, any commercial justification put forward by the Media Partner for the removal of an Advertising Space. The Media Partner shall be fully responsible for the costs of removal of Equipment and of making good the condition of any site the subject of such removal of the Advertising Space in accordance with **clause 19.6**.

19.6 Subject to **clause 19.7**, where the Media Partner wishes to remove an Advertising Space from the Advertising Estate permanently or where TTL requires a Permanent Change in accordance with **clause 19.2**, the Media Partner will be responsible at its own cost for:

19.6.1 removing all Equipment from the relevant Advertising Space; and

19.6.2 restoring the Advertising Space to a good condition to the reasonable satisfaction of TTL, including, cleaning the Advertising Space and providing such tiling or other suitable wall surface as may be required in order that the Advertising Space blends in with the surrounding surfaces.

19.7 Where the Media Partner is able to demonstrate to TTL's reasonable satisfaction that an Advertising Space has become unusable otherwise than directly or indirectly through the actions of the Media Partner or its employees, agents or permitted sub-contractors, it will be entitled, upon giving TTL 4 (four) weeks' notice in writing and obtaining TTL's prior written consent, to temporarily or permanently remove an Advertising Space from the Advertising Estate at the Media Partner's cost.

19.8 Where an Advertising Space has been temporarily removed from the Advertising Estate under **clauses 19.2** or **19.7**, the Media Partner's obligations in relation to that Advertising Space will continue for the duration of this Agreement. Where an Advertising Space has been permanently removed from the Advertising Estate under **clauses 19.2** or **19.7**, the Media Partner will record such removal on the register maintained under **clause 23** and the Media Partner's obligations under this Agreement in relation to that Advertising Space will otherwise cease.

20. **EMPLOYEES, AGENTS AND PERMITTED SUB-CONTRACTORS**

20.1 The provisions of **Schedule 11** will apply.

20.2 The Media Partner will procure that its employees, agents and permitted sub-contractors successfully complete all such training as they may reasonably require in order to carry out the Advertising Activities and retain records of such training. TTL will co-operate with the Media Partner and use its reasonable endeavours to assist in arranging training for the Media Partner's employees, agents and permitted sub-contractors.

- 20.3 The Media Partner will ensure in relation to its employees, and those of its agents and permitted sub-contractors:
- 20.3.1 that they are permitted to work in the United Kingdom;
 - 20.3.2 that they have the appropriate level of skill and expertise in order to carry out their activities;
 - 20.3.3 that they have an appropriate level of written and spoken English in order that they may carry out their activities in compliance with the Media Partner's obligations under this Agreement, including that they will be able to understand the Media Partner's health and safety obligations and any associated notices which they may receive and any general notices displayed on the Estate;
 - 20.3.4 that they have not been convicted of any criminal offence other than an offence which does not in TTL's reasonable opinion affect their integrity or credibility and does not compromise their capacity to carry out their activities; and
 - 20.3.5 when accessing the Estate:
 - 20.3.5.1 that they dress in a manner that is appropriate having regard in particular to the Media Partner's health and safety obligations;
 - 20.3.5.2 that they are identified as employees of the Media Partner or its permitted sub-contractors; and
 - 20.3.5.3 that they carry any relevant passes, certificates or other items.

21. **SUB-CONTRACTORS AND SUB-CONSULTANTS**

- 21.1 Nothing in this Agreement shall prohibit the Media Partner from providing or procuring the provision of the Advertising Activities from an Approved Sub-Contractor. The Media Partner will not otherwise be entitled to sub-contract the whole or any part of its obligations under this Agreement without the prior written consent of TTL, such consent not to be unreasonably withheld. The Media Partner will remain liable for its permitted sub-contractor or sub-consultant's performance of its obligations under this Agreement, and for any breach by a permitted sub-contractor or sub-consultant of the Media Partner's obligations under this Agreement or any other act or omission of such sub-contractors or sub-consultants. The Media Partner will keep a register of its Approved Sub-Contractors and sub-consultants.
- 21.2 Prior to proposing any contractor for approval as an Approved Sub-Contractor the Media Partner will comply with the provisions of **Part 2 of Schedule 13**.
- 21.3 Where the Media Partner sub-contracts all or any part of the Advertising Activities to any person, which, for the avoidance of doubt, includes sub-contracting to a sub-contractor or a sub-consultant, the Media Partner will, if so required by TTL, procure that a permitted sub-contractor or sub-consultant enters into a warranty agreement with TTL substantially in the form specified in **Schedule 14** or in such other form as has been previously approved in writing by TTL.

22. **CO-OPERATION WITH TTL AND OTHERS**

- 22.1 The Media Partner will (and will procure that all its Approved Sub-Contractors and sub-consultants will) co-operate fully and promptly with TTL and TTL Personnel and (where requested by TTL) Other Service Providers and third parties in relation to all activities relating to the subject matter of this Agreement and any points of integration, interface or dependency between this Agreement and any other activities on the Estate including in connection with:
- 22.1.1 the mobilisation and transition of contracts for the delivery of the Advertising Activities;
 - 22.1.2 the delivery of works and services on the Estate;

- 22.1.3 the sharing of information in support of TTL or the delivery of services on the Estate;
 - 22.1.4 performance measuring and monitoring;
 - 22.1.5 scheduling of works and services on the Estate;
 - 22.1.6 the introduction of additional services or amendments of services through variations;
 - 22.1.7 compliance with all Applicable Laws, standards and codes of practice from time to time; and
 - 22.1.8 claims or actions brought by third parties.
- 22.2 The co-operation referred to in **clause 22.1** will be subject to the provisions of **clause 36** and will include promptly providing TTL and TTL Personnel and, where applicable Other Service Providers or third parties with:
- 22.2.1 information or data reasonably requested by them (to the extent within the Media Partner's control or possession);
 - 22.2.2 access to operational and technical staff to answer questions (including their attendance at TTL or other external meetings if required);
 - 22.2.3 the opportunity to attend meetings of the Media Partner at which the Advertising Rights and/or the Advertising Activities or other services will be discussed;
 - 22.2.4 the resolution of incidents and defects.
- 22.3 The Media Partner will give TTL at least five (5) Business Day's prior notice of all meetings it has with any Other Service Provider(s) and TTL will be entitled to attend all such meetings.
- 22.4 In exercising the Advertising Rights and undertaking the Advertising Activities, the Media Partner will (and will procure that all its Approved Sub-Contractors and sub-consultants will) co-operate fully and promptly to avoid prejudicing TTL's relationship with any Other Service Provider or third party.
23. **REPORTING, RECORDS, AUDIT AND INSPECTION**
- 23.1 The Media Partner will produce and supply to TTL the reports and other information as specified and in accordance with **Schedules 21** and **22**.
- 23.2 The Media Partner will, and will procure that its agents and permitted sub-contractors will:
- 23.2.1 maintain a complete and correct set of records pertaining to the exercise of the Media Partner's rights and the performance of its obligations under this Agreement, including all costs and revenues and other matters relevant to the provisions of **clause 9**, the calculation of the Gross Revenue and the Fees including the accounting policies applied, its maintenance, upgrade, innovation and training activities, its participation in the operation of the Working Groups and the Partnering Board and all other activities under **Schedule 5**, and all other activities relating to and all transactions entered into by the Media Partner for the purposes of this Agreement ("**Records**"); and
 - 23.2.2 retain all Records during the term of this Agreement and for a period of not less than 6 (six) years (or such longer period as may be required by Law) following termination or expiry of this Agreement (the "**Retention Period**").
- 23.3 Without prejudice to the generality of **clause 23.1**, the Media Partner will maintain a register, in a format approved by TTL in accordance with **clause 6.12** (the "**Register**"), of:

- 23.3.1 the Advertising Spaces, including but not limited to details as to the size and precise location of the Advertising Space and the type of Equipment (if any) attached to it and the type of electricity supply (if any) to it. Wherever it is reasonably practicable to do so, the Media Partner will identify each Advertising Space with a unique identification number in accordance with the TTL Standards, which will be displayed clearly and neatly above, adjacent to or on the Advertising Space and recorded in the Register. In relation to Advertising Spaces where this is not reasonably practicable, the Media Partner will identify the Advertising Space in such manner (if any) as may be agreed between the parties from time to time, and will record such identification in the Register;
 - 23.3.2 the Gross Revenue earned in relation to each Advertising Space in each TTL Period and the calculation thereof, including in relation to Gross Revenue at Advertising Spaces where the price paid by the advertiser was part of a deal in combination with other advertising spaces (including as part of a regional or national deal involving Advertising outside the Estate) or the consideration was for non-monetary consideration;
 - 23.3.3 discounts applied by the Media Partner from its standard Advertising pricing;
 - 23.3.4 details of Unsold Advertising Spaces and Advertising Spaces provided free of charge (if any);
 - 23.3.5 the Equipment, including but not limited to details as to the written down value of any Equipment which has been purchased by the Media Partner in accordance with **clause 17.4** and details of any Leased Equipment of the Media Partner and the associated terms, as referred to in **clause 17.5**;
 - 23.3.6 the approvals from time to time issued by TTL in accordance with **paragraph 2 of Part A of Schedule 9**;
 - 23.3.7 its Approved Sub-Contractors;
 - 23.3.8 any complaints in relation to Advertising; and
 - 23.3.9 any other information as TTL and the Partnering Board may reasonably require.
- 23.4 The Media Partner will provide to TTL and the Partnering Board a copy of the Register at the annual Review Meetings between the Media Partner and TTL (as provided for in **paragraph 11 of Part B of Schedule 5**) and a summary of the Register at such Quarterly Review Meetings, containing such information as TTL may reasonably require.
- 23.5 TTL has the right to audit the Register and any and all Records at any time during the term of this Agreement and during the Retention Period on reasonable notice to the Media Partner in writing and at any reasonable time to inspect any aspect of the Media Partner's exercise of its rights or performance of its obligations, including its compliance with **clause 38**. To the extent permitted by Law, and subject to compliance with its confidentiality obligations in **clause 36**, TTL shall also have the right at any time during the term of this Agreement (to be exercised no more than once per Quarter) to require the Media Partner to provide to TTL, and for discussion at the Partnering Board, a report (in a format and with content specified or approved by TTL acting reasonably) that includes information relating to gross revenue received by the Media Partner for advertising spaces outside the Advertising Estate (for the avoidance of doubt the report shall include appropriate data for the purposes of analysing the pricing achieved in relation to the Advertising Spaces and the Gross Revenue achieved under this Agreement compared with pricing and advertising revenue received by the Media Partner under and in relation to other agreements). The Media Partner will procure that the Media Partner's independent auditor will certify annually that the information contained in the reports provided in the preceding year of the Agreement are accurate and complete based on agreed audit procedures and a scope of work agreed by TTL. TTL agrees that (i) it will not exercise its right of audit under this clause in respect of the same category of Records more than once each Quarter, (ii) it shall not employ or engage the services of any outdoor advertising company to assist TTL in relation to TTL's right to audit under this **clause 23.5**, and (iii) it shall act reasonably to co-ordinate its audits and manage the number, scope, timing and method of undertaking its audits so as to ensure that the Media Partner (and any of its accountants and other

professional advisers) is not, without due cause, disrupted or delayed in the performance of its obligations under this Agreement or any other business activities.

- 23.6 Nothing in **clause 14.3** or this **clause 23** shall give TTL a right to audit or inspect: records or activities unrelated to this Agreement (other than the reports to be provided as set out in **clause 23.5**); records or documents in draft form; or legally privileged information or discussions. Where in accordance with the provisions of this **clause 23** TTL is permitted or entitled to access to audit or inspect records or activities which are not directly related to this Agreement and these are subject to obligations of confidentiality owed by the Media Partner to third parties, the Media Partner shall be entitled to provide details of such records or activities to TTL in an aggregated and/or anonymised form only.
- 23.7 For the purposes of exercising its rights under **clause 23.5**, the Media Partner will provide TTL with all reasonable co-operation including:
- 23.7.1 granting full access to TTL (including TTL's accountants and other professional advisors, subject always to the provisions of **clause 36.5**) to any premises, equipment, plant, machinery or systems used in the Media Partner's exercise of rights or performance of obligations under this Agreement, and where such premises, equipment, plant, machinery or systems are not the Media Partner's own, using all reasonable endeavours to procure such access;
 - 23.7.2 ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of and/or alteration to any Records; and
 - 23.7.3 making all Records available for inspection on an open book basis and in a timely manner and providing copies of any Records if requested.
- 23.8 Any audit or inspection by TTL pursuant to **clause 23.5** will not relieve the Media Partner (or any of its sub-contractors) from any obligation under this Agreement or prejudice any of TTL's rights, powers or remedies against the Media Partner.
- 23.9 If, as a result of any audit or inspection pursuant to **clause 23.5**, TTL identifies that the Media Partner's exercise of its rights or performance of its obligations does not conform in all respects with this Agreement and TTL so informs the Media Partner, the Media Partner will take all steps necessary to ensure conformity and provide evidence thereof to TTL's reasonable satisfaction. TTL will be entitled to carry out a repeat audit, to which the provisions of **clauses 23.5** and **23.7** will apply, and the Media Partner will reimburse TTL's reasonable costs of carrying out any such repeat audit.
- 23.10 The Media Partner will provide to TTL, prior to the first Review Meeting of the second and each successive Financial Year, and on termination or expiry of this Agreement:
- 23.10.1 an auditor's statement (the scope of work acceptable to TTL) of the total value of Gross Revenues received or receivable by the Media Partner during the Financial Year just ended;
 - 23.10.2 an auditor's statement (the scope of work acceptable to TTL) of the total value of non-monetary consideration received or receivable by the Media Partner during the Financial Year just ended; and
 - 23.10.3 as soon as reasonably practicable after they are available a copy of the Media Partner's audited accounts for the Financial Year just ended.

Such information shall be provided at the Review Meeting between the Media Partner and TTL as provided for in **paragraph 11** of **Part B** of **Schedule 5**.

24. **STORAGE FACILITIES**

- 24.1 TTL will grant to the Media Partner and its employees, agents and permitted sub-contractors a licence to access and use the Storage Facilities for the storage of posters, posting materials, ladders, stripping and waste materials and such other materials as may be agreed by the parties from time to time.

- 24.2 The Media Partner must comply with and ensure that its employees, agents and permitted sub-contractors comply with its obligations under this Agreement insofar as the same may apply in relation to access to and use of the Storage Facilities and, in particular, with all applicable Agreed Procedures and Method Statements and with its obligations under **Schedule 9**. TTL will be entitled to immediately terminate access to and use of any or all the Storage Facilities, in the event of the Media Partner's breach of its obligations in relation to the Storage Facilities.
- 24.3 TTL and the TTL Contractors will retain a right of access to the Storage Facilities at all times and will be entitled to terminate access to and use of any or all of the Storage Facilities upon giving to the Media Partner notice in writing. In such circumstances, TTL will use its reasonable endeavours to grant to the Media Partner access to and use of alternative storage facilities, provided that TTL will not be liable for any Losses suffered by the Media Partner due to TTL's failure to find alternative storage facilities or to agree with the Media Partner the terms of its access to and use of such alternative storage facilities.

25. **RATES**

- 25.1 TTL and the Media Partner acknowledge and agree that local authority rates and taxes in respect of Advertising on the Estate, the Advertising Estate or any Equipment, and Advertising Spaces ("**Rates**") may be payable and the terms of this **clause 25.1** shall apply.
- 25.2 TTL will pay, and the Media Partner will not be liable to pay Rates payable in respect of those Advertising Spaces on the Estate which are included within the London Underground central rating list assessment (or assessments within rating frameworks relating to TTL or any TfL Affiliate for other parts of the Estate).
- 25.3 If the manner of calculating any part of the Rates changes following the Contract Commencement Date, or if for any other reason the Media Partner becomes, or is likely to become, liable for payment of any Rates in relation to the Advertising Estate then the following provisions shall apply.
- 25.4 If the Media Partner becomes, or reasonably believes it is likely to become liable for payment of any Rates, or receives any demand for payment of Rates relating to the Advertising Estate, then the Media Partner will notify TTL promptly of such liability or anticipated liability and will provide all assistance and information requested by TTL in respect of those Rates and their assessment. The Media Partner will give TTL full conduct and control of any discussion or negotiation with any relevant authority in relation to the Rates and the Media Partner will in no circumstances make any comment or admission as to the liability of the Media Partner for any Rates or the amount of any such liability without the prior written consent of TTL.
- 25.5 In the event that the Media Partner has a liability to pay any Rates then TTL agrees that it will pay such Rates on the Media Partner's behalf or will reimburse the Media Partner for any such Rates paid by the Media Partner. The mechanism for the payment or reimbursement will be agreed by the parties acting reasonably and as soon as reasonably practicable.
- 25.6 The Media Partner agrees that the Media Partner will not do anything in addition to or outside of performing its obligations in accordance with this Agreement that causes a significant increase to the Rates payable or reimbursable by TTL.

26. **WARRANTIES AND INDEMNITIES**

- 26.1 The Media Partner warrants to TTL that:
- 26.1.1 it does not and will not have at the Contract Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interests with its or TTL's rights and obligations under this Agreement (including any ownership interest in any third party with such a conflict or potential conflict) save to the extent fully and fairly disclosed to and approved by TTL;
- 26.1.2 it will check for any conflict of interests as described in **clause 26.1.1** at regular intervals throughout the term of this Agreement and will notify TTL in writing

immediately upon becoming aware of any actual or potential conflict of interests with its or TTL's rights and obligations under this Agreement and will work with TTL to do whatever is necessary to manage such conflict to TTL's satisfaction;

- 26.1.3 in exercising the Advertising Rights, the Media Partner will exercise such skill and care as is specified in and will comply with its obligations under **clause 7.1** in accordance with the terms of this Agreement; and
 - 26.1.4 in exercising the Advertising Rights and its obligations in relation to the repair, maintenance and improvement of the Advertising Estate and each component of them it will ensure that it meets the levels of performance specified in the Performance Standards.
- 26.2 Subject to **clause 26.3** and **clauses 27.2, 27.4** and **27.5**, the Media Partner is responsible for and will indemnify and keep indemnified and hold harmless TTL and Tfl Affiliates (including their respective employees, sub-contractors and agents) from and against:
- 26.2.1 any and all Losses in respect of death or injury to any person, loss of or damage to property (including property belonging to TTL or Tfl Affiliates or for which it is responsible);
 - 26.2.2 any and all Losses arising where TTL is required to accept from third parties non-performance of contractual obligations, or performance to a lower standard than would otherwise have been required under its contracts with them; and
 - 26.2.3 any other Losses which may arise out of or in the course of or by reason of the Media Partner's performance, non-performance, part-performance or delay in performance of this Agreement,

in each case to the extent such Losses are due to any negligence, direct or indirect breach of contract or breach of statutory duty of the Media Partner, its employees, agents or permitted sub-contractors.

- 26.3 The Media Partner is not responsible for and will not indemnify TTL or Tfl Affiliates for Losses to the extent that such Losses are caused by the negligence of TTL, Tfl Affiliates, its employees or agents.
- 26.4 Subject to TTL having obtained all necessary consents from third parties to enable the Third Party Contracts to be novated or assigned to the Media Partner (the Media Partner agreeing to provide all necessary assistance to obtain such consents), the Media Partner will indemnify and keep indemnified TTL, from and against all third party actions, claims and demands (and all costs and expenses in connection therewith) in respect of any of the Third Party Contracts which have been novated to the Media Partner pursuant to this Agreement insofar as and to the extent that the action, claim or demand in question relates to any date or period after the date of the relevant novation to the Media Partner.
- 26.5 In respect of any claim by TTL or a Tfl Affiliate arising under any indemnity contained in this Agreement, the party indemnified will as soon as is reasonably possible give to the Media Partner written notice of the claim, circumstance or matter against which that party is claiming to be indemnified, and all details of the claim from time to time in the knowledge or possession of that party.

27. **LIMITATION OF LIABILITY**

- 27.1 The following provisions set out the parties' entire liability, including any liability to each other, in respect of Losses arising from or in connection with:
- 27.1.1 the acts and omissions of their respective employees, agents or sub-contractors;
 - 27.1.2 any breach of their respective contractual obligations under this Agreement; and
 - 27.1.3 (subject to **clause 54.1**) any representation, statement or tortious act or omission, including negligence, arising under or in connection with the

performance of their respective contractual obligations under this Agreement (including any indemnities).

- 27.2 The Media Partner will accept unlimited liability for:
- 27.2.1 death or personal injury caused by the negligence of the Media Partner;
 - 27.2.2 fraud committed by the Media Partner;
 - 27.2.3 infringement or alleged infringement of third party IPR and/or any breach of the provisions of **clause 29** (Infringement of Intellectual Property Rights);
 - 27.2.4 any breach of **clause 30** (Data Protection) or **clause 36** (Confidentiality and Transparency);
 - 27.2.5 Losses arising under any indemnity in **Schedule 11** (Employment);
 - 27.2.6 payment of the Fees;
 - 27.2.7 wilful default of its obligations under this Agreement; and
 - 27.2.8 any other liability to the extent which it cannot be lawfully excluded.
- 27.3 If the Media Partner causes any damage to the Estate or any third party property or equipment in the exercise of its rights or performance of its obligations under this Agreement, it shall, at TTL's option:
- 27.3.1 make good such damage to the reasonable satisfaction of TTL; or
 - 27.3.2 make payment to TTL for the reasonable cost of making good such damage.
- 27.4 Subject to **clause 27.2** and as hereafter provided, the Media Partner's liability whether in contract (including under any indemnity), in tort (including negligence), under statute or otherwise under or in connection with this Agreement or the undertaking of the Advertising Activities shall:
- 27.4.1 in respect of Losses within the scope of the Insurance maintained by the Media Partner pursuant to **clause 59.2.2** (public and product liability insurance) not exceed the level of the insurance cover required to be taken out in respect of public liability pursuant to **clause 59.2.2** per incident (or series of incidents arising out of one event);
 - 27.4.2 in respect of Losses within the scope of the Insurance maintained by the Media Partner pursuant to **clause 59.2.3** (professional indemnity insurance) not exceed the level of the insurance cover required to be taken out in respect of professional indemnity pursuant to **clause 59.2.3** per incident and in the aggregate per annum;
 - 27.4.3 in respect of all other claims arising under this agreement, will not exceed £15,000,000 (fifteen million pounds Sterling) per incident (or series of incidents arising out of one event),
- save that the limitations in **clauses 27.4.1, 27.4.2 and 27.4.3** will be increased to reflect the levels of insurance cover from time to time required to be taken out by the Media Partner in the event of any review of the insurance requirements pursuant to **clause 59.10**.
- 27.5 Subject to **clauses 27.2 and 27.4** (in so far as a Loss is within the scope of the Insurances required to be taken out under **clause 59.1**), the Media Partner's liability to TTL (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) arising out of any act or omission of the Media Partner, its agents or subcontractors for:
- 27.5.1 loss of profits, loss of business, loss of revenue, depletion of goodwill and like loss; or

- 27.5.2 any indirect or consequential loss howsoever caused arising out of or in connection with any statement made or not made, or advice given or not given, by or on behalf of the Media Partner or otherwise under this Agreement;

shall be limited to £7,500,000 (seven million and five hundred thousand pounds) in aggregate per Financial Year.

- 27.6 TTL will accept unlimited liability for:

- 27.6.1 death or personal injury caused by the negligence of TTL;

- 27.6.2 fraud committed by TTL;

- 27.6.3 any breach of **clause 30** (Protection of Personal Data) or **clause 36** (Confidentiality and Transparency);

- 27.6.4 Losses arising under any indemnity in **Schedule 11** (Employment);

- 27.6.5 infringement or alleged infringement of third party IPR as a result of use by the Media Partner of any materials, data or information provided by or on behalf of TTL that is incorporated or used by the Media Partner in the Advertising Activities.

- 27.6.6 wilful default of its obligations under this Agreement; and

- 27.6.7 any other liability to the extent which it cannot be lawfully excluded.

- 27.7 Subject to **clause 27.6**, TTL will be under no liability to the Media Partner whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for:

- 27.7.1 loss of profits, loss of business, depletion of goodwill and like loss;

- 27.7.2 any indirect or consequential loss howsoever caused arising out of or in connection with any statement made or not made, or advice given or not given, by or on behalf of TTL or otherwise under this Agreement.

- 27.8 Subject to **clauses 27.6** and **27.7**, TTL's liability, whether in contract (including under any indemnity), in tort (including negligence), under statute or otherwise under or in connection with this Agreement shall in respect of all claims arising under this Agreement, not exceed £3,000,000 (three million pounds Sterling) per incident (or series of incidents arising out of the same event).

28. **INTELLECTUAL PROPERTY RIGHTS**

Intellectual Property

- 28.1 The Media Partner acknowledges and agrees that all IPR (i) owned by TTL on the Contract Commencement Date including in any TTL Equipment or (ii) owned subsequently by TTL or (iii) created by or exclusively on behalf of TTL or (iv) created wholly or substantially as a consequence of funding provided by TTL or any TfL Affiliate (collectively the "**TTL IPR**") and including any IPR in the systems known as CAS and Scanner application (as the same may be varied from time to time) will remain or be vested in TTL.

- 28.2 TTL will, to the extent that the Media Partner requires the use of any TTL IPR for the exercise of the Advertising Rights pursuant to this Agreement, grant (or procure the grant) to the Media Partner a non-exclusive, non-assignable, royalty free licence to use TTL's IPR for the duration of this Agreement, with the right to sub-license to any third party in each case for the benefit of the undertaking of Advertising Activities on the Estate. Such licence will include the right on the part of the Media Partner to sub-license such rights (on written notice to TTL) to its subcontractors where such subcontractors require a sub-licence to provide Advertising Activities to TTL.

- 28.3 The Media Partner will not be permitted to use TTL IPR for the benefit of any entities other than TTL or TfL Affiliates without the prior written consent of TTL, which may be withheld at TTL's sole discretion and will only then be permitted to use TTL IPR for such purposes on appropriate licence terms to be agreed with TTL.
- 28.4 TTL acknowledges and agrees that all IPR owned by the Media Partner on the Contract Commencement Date will remain vested in the Media Partner (the "**Media Partner Background IPR**"). TTL further acknowledges and agrees that all IPR created or acquired by or on behalf of the Media Partner in relation to Media Partner Equipment or in the performance of this Agreement (other than any which is TTL IPR) will vest in the Media Partner on their creation (such IPR and the Media Partner Background IPR is referred to as the "**Media Partner IPR**"). The Media Partner hereby grants to TTL an irrevocable, non-exclusive, royalty free licence, with a right to sub-licence, to use and modify the Media Partner IPR other than any IPR which is comprised within third party generic "off the shelf products" provided by, for and on behalf of the Media Partner by a third party (the "**Third Party IPR**") for the benefit of the business and operations of TTL and TfL Affiliates on the Estate and as necessary to effect a smooth transition to an Incoming Media Partner for the period from the Service Commencement Date and ending one year after expiry or termination of this Agreement howsoever arising.
- 28.5 Subject to **clause 28.7** the Media Partner hereby grants, or will procure the relevant third party grants from the Service Commencement Date, to TTL an, irrevocable, non-exclusive, non-transferable, licence to use any Third Party IPR to the extent necessary for the benefit of the business and operations of TTL and TfL Affiliates on the Estate and as necessary to effect a smooth transition to an Incoming Media Partner for the period from the Service Commencement Date and ending one year after expiry or termination of this Agreement howsoever arising (and to copy and modify the Third Party IPR to the extent necessary to support and maintain the effectiveness of the Third Party IPR during such licence period). The costs of obtaining such licences will be borne by the Media Partner during the term (as extended), and will be borne by TTL for the year following the Termination Date.
- 28.6 Such licence will be transferable to the extent that any Third Party IPR is required to exploit the Advertising Opportunities and will include the right on the part of TTL to sub-licence such rights to any Incoming Media Partner and its subcontractors for the purpose of providing services to TTL only.
- 28.7 In the event that any Third Party IPR is unavailable on the terms set out in **clauses 28.5** and **28.6**, the Media Partner will immediately notify TTL upon becoming aware of the same and will assist TTL in procuring terms from the relevant third party which as closely as possible reflect the terms set out in **clause 28.5** or **28.6**. If there are costs attributable to obtaining such licences in respect of any period following the Termination Date, TTL will bear such costs.
- 28.8 All IPR (including trade marks, copyright and design rights) existing as at the Contract Commencement Date or arising any time thereafter in (i) the TfL roundels, (ii) the New Johnston typeface (iii) the London Underground, London Overground, DLR, Tramlink and Crossrail maps, and (iv) TfL, London Underground, London Overground, DLR, Crossrail, Tramlink and Victoria Coach Station logos, artwork, line names, product designs, trading names, websites and domain names (collectively "**TfL's IPR**"), belong to TfL. TTL is authorised by TfL to permit the Media Partner to use any of TfL's IPR and TTL will, at the Media Partner's request, procure the grant to the Media Partner of a non-exclusive, non-assignable licence to use any of TfL's IPR provided that such use is only in strict accordance with TfL's Corporate Design Department's Design Guidelines and Standards as from time to time set out on the TfL website.
- 28.9 The Media Partner shall use its reasonable endeavours to assist TTL in protecting TTL IPR and TfL's IPR and shall not knowingly do or cause or permit anything to be done which might endanger the IPR or the title thereto of TTL or TfL as applicable.

Data

- 28.10 The Media Partner acknowledges and agrees that all Data and all IPR in such Data (i) owned by TTL on the Contract Commencement Date or (ii) owned subsequently by TTL or (iii) created by or exclusively on behalf of TTL or (iv) created wholly or substantially as a consequence of funding provided by TTL or any TfL Affiliate (collectively the "**TTL Data**") will remain vested in TTL.

28.11 TTL will, to the extent that the Media Partner requests the use of any TTL Data solely for the exercise of the Advertising Rights on the Estate pursuant to this Agreement, grant to the Media Partner a non-exclusive, non-assignable, royalty free licence to use TTL's Data for the duration of this Agreement. Such licence will include the right on the part of the Media Partner to sub-licence such rights (on written notice to TTL) to its subcontractors where such subcontractors require a sub-licence to provide Advertising Activities to TTL.

28.12 The Media Partner will not be permitted to use TTL Data for the benefit of any entities other than TTL or Tfl Affiliates without the prior written consent of TTL, which may be withheld at TTL's sole discretion and will only then be permitted to use TTL Data for such purposes on appropriate licence terms to be agreed with TTL.

28.13 TTL acknowledges and agrees that all Data and all IPR in such Data owned by the Media Partner on the Contract Commencement Date will remain vested in the Media Partner. TTL further acknowledges and agrees that: (i) all Data and all IPR in the Data created by or on behalf of the Media Partner in the performance of this Agreement (other than any which is TTL Data) relating to users and customers on the Estate and their activities or Advertising preferences ("**Media Partner Data**"), and (ii) all other Data and all IPR in such Data created by or on behalf of the Media Partner in the performance of this Agreement (other than any which is TTL Data) will vest in the Media Partner on their creation. The Media Partner hereby grants to TTL an irrevocable, non-exclusive, royalty free licence, with a right to sub-licence, to use and modify the Media Partner Data for the benefit of the business and operations of TTL and Tfl Affiliates and as necessary to effect a smooth transition to an Incoming Media Partner for the period from the Service Commencement Date and ending one year after expiry or termination of this Agreement howsoever arising.

28.14



28.15 If either TTL or the Media Partner wishes to exploit any Media Partner Data for purposes outside the Estate then neither party will be permitted to do so without the approval of the Partnering Board. The Partnering Board in giving its approval (if any) may impose such conditions as it considers appropriate and such conditions may include a determination as to how the benefits of such exploitation should be distributed between the parties.

28.16 To the extent that the provisions of **clauses 28.10 to 28.14** are inconsistent with the provisions of **clauses 28.1 to 28.7**, the provisions of **clauses 28.10 to 28.14** shall prevail.

29. **INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

29.1 The Media Partner will promptly notify TTL upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Right which affects or may affect the provision or receipt of the Advertising Activities or exercise of the Advertising Rights or if any claim or demand is made or action brought for infringement or alleged infringement of any Intellectual Property Right relating to the subject matter of this Agreement.

29.2 The Media Partner shall fully indemnify and keep fully indemnified TTL against any and all actions, costs, claims, demands, damages, expenses (including legal fees), liabilities, losses and proceedings arising directly from any valid claim by a third party that the Media Partner's use of advertising materials (other than in respect of TTL IPR) infringe the IPR of that third party, except where and to the extent that any infringement relates to any materials, data or information provided by or on behalf of TTL that is subsequently incorporated into or used in the Advertising Activities.

29.3 If there is an infringement under **clause 29.1**, the Media Partner shall, at its own expense:

29.3.1 procure for TTL the right to continue using the material; or



29.3.2 modify or replace the material so that it is non-infringing without materially detracting from its overall performance.

30. PROTECTION OF PERSONAL DATA

30.1 The Media Partner will comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of TTL, will comply with the obligations on a data processor under that Act and will only carry out such Processing for the purposes of undertaking the Advertising Activities in accordance with this Agreement (and where required by Law) and will act in accordance with instructions from TTL.

30.2 TTL will comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Media Partner, will comply with the obligations on a data processor under that Act and will only carry out such Processing for the purposes for which the Media Partner has made that personal data available to it in accordance with this Agreement (and where required by Law) and will act in accordance with instructions from the Media Partner.

31. STEP-IN

31.1 If TTL reasonably believes that it needs to take action in connection with the Advertising Activities:

31.1.1 because a serious risk exists to the health or safety of persons or property or to the environment; and/or

31.1.2 because the Media Partner has failed to a material extent to deliver in whole or in part and in a full and timely manner a Capex Project in accordance with this Agreement following approval by the Partnering Board (and such failure is not also caused, in whole or in part, by a material failure by TTL to comply with the terms of the Agreement or the relevant Capex Project),

then TTL or a third party appointed by TTL for the purpose may, by providing written notice to the Media Partner in the form set out in **clause 31.2** (the "Step In Notice"), take on the conduct and operation of the management of the Advertising Estate and the maintenance of the Equipment and the implementation of Capex Projects (the "Required Action") and the Media Partner will give all reasonable assistance to TTL or such third party while it is taking such Required Action (such assistance to be at the expense of TTL).

31.2 The Step In Notice shall describe:

31.2.1 the Required Action TTL wishes to take;

31.2.2 the reason for such action;

31.2.3 the date TTL wishes to commence such action;

31.2.4 the time period which TTL believes will be necessary for such action; and

31.2.5 to the extent practicable, the effect on the Media Partner and its obligations to provide the Advertising Activities during the period such action is being taken.

31.3 For so long as and to the extent that the Required Action is taken:

31.3.1 and this prevents the Media Partner from providing any part of the Advertising Activities, the Media Partner will be relieved from its obligations to provide such part of the Advertising Activities and, where the provisions of **clause 31.1.2** apply, the Media Partner will not be entitled to receive any payments in relation to such Capex Project under **Part B of Schedule 8** and will repay any payments received in relation to such Capex Project to the extent not already used by the Media Partner in relation to such Capex Project;

31.3.2 and this prevents the Media Partner from providing any part of the Advertising Activities (i) the Media Partner will not be entitled to receive or retain any Gross

Revenue in relation to any part of the Advertising Estate where the Media Partner has been prevented or unable to provide any part of the Advertising Activities and the Media Partner will promptly pass to TTL any Gross Revenues so received in full without deduction (ii) TTL shall be entitled to all other elements of the Fees for that part of the Advertising Estate not affected by the Required Action (iii) if TTL uses any Media Partner Equipment or Media Partner Personnel as part of the Required Action, the Media Partner shall be entitled to charge for the costs associated with such use by TTL;

- 31.3.3 TTL shall ensure that any third party appointed by it that has access to any Media Partner IPR, Media Partner Data or Media Partner Personnel pursuant to **clause 31.1** is subject to reasonable confidentiality undertakings with TTL which grant third party rights in favour of the Media Partner; and
 - 31.3.4 TTL shall and shall procure that any third party engaged by it in relation to its exercise of rights of step in under **clause 31.1** shall, when exercising those rights, use reasonable endeavours not to disrupt the provision of any other services by the Media Partner.
- 31.4 Nothing in this **clause 31** shall give TTL a right to: manage activities unrelated to this Agreement; access materials unrelated to the performance of the rights under this **clause 31**; access non current draft documents or access legally privileged information or discussions.

32. TERMINATION

32.1 This Agreement will expire on the date stated in **clause 4** and may be terminated earlier by either party ("**the Party Giving Notice**"):

32.1.1 by notice in writing having immediate effect if the other commits any material breach of its obligations under this Agreement and either:

32.1.1.1 such breach is incapable of remedy; or

32.1.1.2 where the breach is capable of remedy and the Party Giving Notice has given notice in writing to the other party to remedy the breach, such notice specifying the breach and a reasonable period for remedy (the "**Remedial Notice**"), and the other party has failed to remedy the breach within 28 (twenty eight) days or such other period as was specified in the Remedial Notice,

provided that any such notice of termination is served within 6 (six) calendar months of the breach occurring or the Party Giving Notice becoming aware of such breach, whichever occurs later. For the purposes of this **clause 32.1.1**:

(a) no serious safety breach by the Media Partner (being a breach of the TTL Standards which causes death or personal injury or a significant risk of death or personal injury and/or results in serious operational disruption to any part of the Estate) will be considered capable of remedy;

(b) any other breach will be considered capable of remedy if the party in breach can comply with the provisions in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

32.1.2 by notice in writing having immediate effect if the other:

32.1.2.1 being a company, summons a meeting of its creditors, makes a proposal for a voluntary arrangement, becomes subject to any voluntary arrangement, is unable to pay its debts within the meaning of section 123 Insolvency Act 1986, has a receiver, manager, administrator or administrative receiver appointed over any of its assets, undertaking or income, has passed a resolution for its winding-up (save for the purpose of a voluntary

reconstruction or amalgamation), is subject to a bona fide petition presented to any Court for its winding-up (save for the purpose of a voluntary reconstruction or amalgamation), is subject to a petition presented to any Court for its administration, has a provisional liquidator appointed, has a proposal made for a scheme of arrangement under Part 26 of the Companies Act 2006 or is the subject of a notice to strike off the register at Companies House or is subject to an administration order;

- 32.1.2.2 ceases, or appears in the reasonable opinion of the Party Giving Notice likely to or is threatening to cease to trade within 6 (six) calendar months; or
 - 32.1.2.3 suffers the equivalent of any of the above under any jurisdiction to which that party is subject.
 - 32.1.3 by notice in writing having immediate effect if the other's Parent Company suffers the equivalent of any of the events or circumstances referred to in **clause 32.1.2** under any jurisdiction to which it is subject; or
 - 32.1.4 by 6 (six) calendar months' notice in writing if TTL continues to perform Required Action 6 (six) calendar months following the service of a Step In Notice served under **clause 31.1** due to the ground set out in **clause 31.1.1** and (i) the parties have been unable to agree appropriate terms for the cessation of the Required Action and the resumption of the exercise of the Advertising Rights and fulfilment of the obligations under this Agreement by the Media Partner and (ii) the circumstances giving rise to the Step In Notice have not been rectified and the Media Partner's ability to perform its obligations under the Agreement is materially affected as a result.
- 32.2 This Agreement may be terminated by TTL by notice in writing having immediate effect if:
- 32.2.1 the parties have not agreed any of the health and safety plan by 6 (six) weeks prior to the Service Commencement Date in accordance with **clause 6.12**;
 - 32.2.2 in accordance with **Part 2 of Schedule 3**, the Media Partner has incurred more than 10,000 (ten thousand) deficiency points on 2 (two) or more instances in any period of 4 (four) consecutive Quarters;
 - 32.2.3 the Media Partner has failed to make any undisputed payment due to TTL under this Agreement within 14 days of the due date on 6 (six) or more occasions during the Agreement or on 2 (two) occasions in any 12 month period;
 - 32.2.4 the Media Partner has failed to provide a guarantee as required in accordance with **clause 2.1** or any such guarantee is or becomes unenforceable;
 - 32.2.5 the Media Partner fails to procure a replacement guarantor or other appropriate security in accordance with **clause 2.3** when required to do so in accordance with that clause;
 - 32.2.6 the Media Partner fails to procure a replacement guarantor or other appropriate security in accordance with **clause 2.6** when required to do so in accordance with that clause;
 - 32.2.7 the guarantor giving any guarantee in accordance with **clause 2.1** or any replacement guarantor provided under **clause 2.1** or **clause 2.3** or **clause 2.6** suffers any of the events described in **clause 32.1.2**;
 - 32.2.8 there is any change in Control of the Media Partner and, in the reasonable opinion of TTL, this has a material and adverse effect on the Media Partner's ability to perform its obligations under this Agreement as a result of the change in Control;
 - 32.2.9 the Media Partner commits any of the money laundering related offences listed in the Public Contract Regulations 2015;

- 32.2.10 following a Declaration of Ineffectiveness in accordance with the provisions of **clause 35**; or
 - 32.2.11 the Media Partner or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010 or otherwise is in breach of **clause 39.1**.
- 32.3 This Agreement may be terminated in respect of part or all of the Estate by either party ("**the Party Giving Notice**") by notice in writing having immediate effect if the other has invoked Force Majeure in respect of any or all of its obligations under this Agreement and:
- 32.3.1 the event giving rise to Force Majeure has lasted at least 6 (six) calendar months, is subsisting and can reasonably be expected to continue;
 - 32.3.2 the parties have been unable to agree terms for the continued exercise of the rights and fulfilment of the obligations under this Agreement as are affected by the Force Majeure; and
 - 32.3.3 the part of the Estate terminated is that affected by the Force Majeure and the Party Giving Notice to terminate has lost all or substantially all of its benefits under the Agreement in relation to that part of the Estate as a result of the Force Majeure.
- 32.4 Whenever TTL is entitled to serve notice to terminate this Agreement with immediate effect or with any period of notice, it will also be entitled to serve such longer period of notice of up to 12 (twelve) calendar months as it in its absolute discretion sees fit and this Agreement will terminate on the date specified in any such notice.
- 32.5 The rights to terminate this Agreement given by this clause will not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.

33. **EFFECT OF TERMINATION**

33.1 Within the Relevant Period:

33.1.1 TTL will be entitled to:

33.1.1.1 take all measures reasonably necessary to ensure the smooth transfer of the Advertising Rights to it or the Incoming Media Partner after the date of expiry or termination of this Agreement (the "**Termination Date**"); and

33.1.1.2 require the Media Partner at its own expense to have up to 10% of the Equipment within the Advertising Estate surveyed by an independent surveyor. If following such initial survey TTL acting reasonably has concerns regarding the state and condition of Equipment on the Advertising Estate, TTL will be entitled to require that all Equipment used in relation to the Agreement are independently surveyed at the Media Partner's own expense.

33.1.1.3 require the Media Partner to provide TTL with advertising estate plans and details of the condition of the Equipment and full maintenance records relating thereto (without prejudice to the provisions of **clause 33.1.1.2** and **clause 23**).

33.1.2 The Media Partner will:

33.1.2.1 promptly implement the Exit Plan entered into pursuant to **Schedule 18**;

33.1.2.2 continue, in accordance with **clause 7.2**, to act in good faith to maximise the creation of third party income generated from Advertising Opportunities on the Estate but will not forward sell any Advertising Space for a period beyond 3 months after the

expiry or termination of this Agreement without TTL's prior written approval;

33.1.2.3 not remove, sell, destroy or otherwise dispose of or cause the depreciation of any Equipment or assets owned by it or TTL, unless it has first obtained TTL's written consent; and

33.1.2.4 Within the Employment Relevant Period provide such information in relation to the Relevant Employees as TTL may reasonably require in accordance with **paragraph 3 of Schedule 11**, and comply fully with its obligations as set out in **paragraph 3 of Schedule 11**.

33.2 Notwithstanding the expiry of this Agreement or any notice of termination, the Media Partner agrees to continue the provision of advertising on the Estate in accordance with the terms and conditions of this Agreement for a reasonable period, until such time as the Exit Plan has been fully implemented.

33.3 Upon the expiry or termination of this Agreement for whatever reason:

33.3.1 the Media Partner will comply with its obligations in relation to the Media Partner Personnel as set out in **paragraph 3 of Schedule 11**;

33.3.2 the Media Partner will remain liable for and will indemnify and hold harmless TTL and the Incoming Media Partner (as appropriate) against all wages, holiday pay, employment benefit, costs, redundancy costs and unfair dismissal costs and awards payable in respect of all employees and former employees of the Media Partner, save in respect of the Media Partner Personnel who transfer to TTL or the Incoming Media Partner under the Regulations (as applicable), when the Media Partner's indemnity will apply only in respect of such employees insofar as and to the extent that such wages, pay, costs and awards arise on or in respect of any date or period before the date of their employment by TTL or the Incoming Media Partner (as applicable);

33.3.3 TTL shall have the option on the Termination Date to:

33.3.3.1 purchase the whole or any part of the Media Partner Equipment used exclusively on the Estate at its then net book value (as appearing in the accounts of the Media Partner) or novate the relevant purchase agreement to the Incoming Media Partner or a third party provider of finance;

33.3.3.2 purchase the whole or any part of the Leased Equipment of the Media Partner used exclusively on the Estate at its then net book value as would have been depreciated in accordance with the Agreed Amortisation Policy in the accounts of the Media Partner had the Media Partner funded such assets itself;

33.3.3.3 seek to novate the relevant purchase agreement or leasing agreement to TTL or the Incoming Media Partner or a third party provider of finance (but if the third party supplier does not consent the Media Partner will be required at its own expense to remove any Media Partner Equipment in relation to which the relevant purchase agreement or leasing agreement is not novated in accordance with **clause 33.3.4**);

33.3.3.4 require the Media Partner to transfer to TTL any relevant product guarantees and manufacturer's warranties for any Equipment (i) purchased, and (ii) in respect of which the relevant purchase agreement has been novated, in the event that and pursuant to the exercise by TTL of the option in **clause 33.3.3.1**;

33.3.3.5 request that the Media Partner remove such Media Partner Equipment and the Media Partner will also be liable at its own expense for the cost of restoring the Advertising Space or other

surface (if any) to which the Media Partner Equipment was attached to a good condition to the reasonable satisfaction of TTL.

- 33.3.4 the Media Partner will use all reasonable endeavours to procure the assignment or novation of the Third Party Contracts to TTL, or to such third party as TTL will nominate. In default the Media Partner hereby irrevocably appoints TTL its attorney for the purposes of signing and executing all such documents in its name and on its behalf as will be necessary to effect such assignments or novations with effect from the Termination Date;
 - 33.3.5 the Media Partner will promptly deliver up to TTL all such items as TTL or the Incoming Media Partner (as applicable) may reasonably require in order to carry out Advertising at the Estate after the Termination Date, including:
 - 33.3.5.1 all keys, entry passes and licences that have been issued to employees, agents and permitted sub-contractors of the Media Partner;
 - 33.3.5.2 all tools, appliances, fabrications, assembly parts and moulds;
 - 33.3.5.3 all TTL Equipment (and any Equipment in respect of which TTL has exercised its option to purchase, or to novate the relevant purchasing agreement, in **clause 33.3.3**) in the Media Partner's possession, custody or control and the Media Partner will ensure that all such Equipment will be delivered up in a condition compliant with the Media Partner's obligations under **clause 7.1.3** and will indemnify TTL against any costs incurred by TTL or any third party in bringing the Equipment up to such condition;
 - 33.3.5.4 all stocks of materials in the Media Partner's possession, custody or control which relate to the Advertising Estate;
 - 33.3.5.5 all posters held in respect of current or future displays;
 - 33.3.5.6 the Register (in a format that is readable and extractable) that it is required to maintain under **clause 23.3**;
 - 33.3.5.7 the records that it is required to maintain under **clause 23** and such other records as are necessary for the proper performance of future Advertising on the Estate including, all accounting documentation necessary for the continuation of invoicing, details of continuing disputes, posting cycles, sub-contractors who are safety-certified, operational arrangements agreed with line management, outstanding poster delivery instructions, details of outstanding and overdue debts on current contracts;
 - 33.3.5.8 all documents held in respect of rating assessments, appeals and the like;
 - 33.3.5.9 all materials incorporating any TTL Information;
 - 33.3.5.10 all copies of any computer software owned by TTL which has been used or developed by the Media Partner in the performance of this Agreement; and
 - 33.3.5.11 any such further items or information as may be reasonably required by TTL in order to ensure the smooth transition of the Advertising Rights to the Incoming Media Partner.
 - 33.3.6 within 28 (twenty eight) days after the Termination Date the Media Partner will certify in writing to TTL that the Media Partner has fully complied with its obligations under **clause 33.3.5**.
- 33.4 Further to the novation of those Third Party Contracts as referred to in **clause 33.3.4** that relate to Advertising;

- 33.4.1 the Media Partner will be responsible for submitting to relevant Commercial Clients all invoices in respect of periods of display of Advertising on the Estate on or before the Termination Date. TTL (or the third party nominated by TTL) will be responsible for submitting to relevant Commercial Clients all invoices in respect of which there are periods of display of Advertising on the Estate after the Termination Date which have not been submitted prior to the Termination Date. Each party will be responsible for recovering all amounts outstanding in respect of the invoices which it submits to Commercial Clients for which it is responsible pursuant to this **clause 33.4.1**;
- 33.4.2 if either the Media Partner receives any amount in respect of relevant Third Party Contracts with Commercial Clients which is attributable to periods of display of Advertising on the Estate after the Termination Date, or TTL (or the third party nominated by TTL) receives any amount in respect of relevant Third Party Contracts with Commercial Clients which is attributable to periods of display of Advertising on the Estate on or before the Termination Date, then the relevant party will promptly pay to the other party, or will procure the prompt payment to the other party of an amount equal to such amount received by that party.
- 33.5 The Media Partner shall prepare, or shall procure that its accountants prepare, a draft of a Statement of the Post-Termination Amount in accordance with **Schedule 16**. The Media Partner shall submit such draft to TTL within 28 (twenty eight) days of the Termination Date and:
- 33.5.1 Within 28 (twenty eight) days after receipt of the draft Statement of the Post-Termination Amount, TTL shall notify the Media Partner in writing as to whether it accepts the draft Statement of the Post-Termination Amount, specifying the matters (if any) set out in the draft which it does not accept. If TTL fails to so notify the Media Partner within the said 28 (twenty eight) day period, TTL shall be deemed to have accepted such draft Statement of the Post-Termination Amount.
- 33.5.2 At the expiration of the period referred to in **clause 33.5.1**:
- 33.5.2.1 in respect of matters in the draft Statement of the Post-Termination Amount that are not in dispute, the draft Statement of the Post-Termination Amount shall be final and binding on the parties and the Media Partner shall calculate the Post-Termination Amount in accordance with **Schedule 16** on the basis of the amounts set out in the draft Statement of the Post-Termination Amount; and
- 33.5.2.2 if TTL notifies the Media Partner that it does not accept any of the matters set out in the draft Statement of the Post-Termination Amount, the parties' Contract Managers shall use all reasonable endeavours to reach agreement upon the matter(s) in dispute within 14 (fourteen) days of TTL notifying the Media Partner that it disputes such matter(s). Failing any resolution by the Contract Managers, the dispute will be subject to ~~clause 63.1~~ and shall be referred directly to the Senior Personnel of each of the parties as described in **paragraph 2** of **Schedule 17**. Following the resolution of the dispute, the Media Partner shall make such adjustments to the draft Statement of the Post-Termination Amount as are necessary, and the draft as so adjusted, shall be final and binding on the parties. The Media Partner shall re-calculate the Post-Termination Amount in accordance with **Schedule 16** on the basis of the Statement of the Post-Termination Amount as adjusted hereunder.
- 33.5.3 Within 14 (fourteen) days of the expiration of the period referred to in **clause 33.5.1** in respect of matter(s) that are not disputed or, in respect of matter(s) that are disputed under **clause 33.5.2.2**, within 14 (fourteen) days of the resolution of the dispute under **clause 33.5.2.2** (as applicable), TTL shall pay to the Media Partner an amount equivalent to 15% (fifteen percent) of the Post-Termination Amount as calculated under **clause 33.5.2**.

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33.6 Any expiry or termination of this Agreement for any reason will not affect any accrued rights or liabilities of either party, nor the coming into force, or the continuance in force, of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such expiry or termination.

34. **OBLIGATIONS IN CONTEMPLATION OF TERMINATION**

34.1 Without prejudice to **clause 33**, the Media Partner agrees to take all such reasonable steps and to provide all such reasonable co-operation and assistance, both before and after the Termination Date, for such period as TTL may reasonably require to enable TTL to conduct an effective tender process and if applicable to assist in the transfer to TTL or an Incoming Media Partner of the responsibility for the exercise of the Advertising Rights (including giving reasonable access to and allowing consultation with any person, consultant, contractor, subcontractor or employee who was at that time or is still employed or engaged in the provision of services to TTL under this Agreement) at no additional cost to TTL. In particular, the Media Partner will provide TTL (and any proposed or potential Incoming Media Partner) with such information as TTL may reasonably request, including all relevant records relating to Media Partner Personnel and all relevant records relating to the Advertising Estate including their condition and the value of the Advertising Rights thereon and the terms of any Third Party Contracts.

34.2 In the period which either:

34.2.1 commences 12 months before the Termination Date and ends two months later; or

34.2.2 commences upon the date upon which TTL gives notice that it intends to terminate this Agreement and ends upon either the Termination Date or (if earlier) the date falling one month after the date upon which TTL gives such notice (without prejudice to any rights the Media Partner may have in relation to wrongful termination of this Agreement),

the parties (acting reasonably) will seek to agree a strategy for managing the transition of the Advertising Activities and the transfer of the rights to exercise the Advertising Rights to an Incoming Media Partner, including as to the management of and the terms of any agreements which may be Third Party Contracts and including arrangements for the forward selling of advertising by the Media Partner and the payment by TTL of commission on such advertising. Such strategy will be designed to minimise the adverse impact upon the performance of the Advertising Activities and the adverse financial impact upon the parties (ignoring for these purposes the financial impact arising from any default which gave rise to the termination).

34.3 Without prejudice to the generality of **clause 34.1**, the Media Partner will support and assist the orderly, controlled transition of responsibility for the provision of the Advertising Activities and the exercise of rights to Advertise at the Estate, from the Media Partner to TTL or to an Incoming Media Partner with the minimum of disruption and so as to prevent or mitigate any inconvenience to TTL by means of the implementation of the Exit Plan. The principles for the Exit Plan are set out in **Schedule 18**. The Media Partner shall revise the Exit Plan from time to time throughout the Term to take into account changing technologies and any changes to the scope or nature of the Advertising Activities and in any event will meet and discuss with TTL not less than every six months whether the Exit Plan requires revision. The Media Partner will ensure that TTL has a copy of the then current Exit Plan available to TTL at all times and shall make such amendments to the Exit Plan as TTL may reasonably require from time to time.

34.4 The Media Partner agrees that the obligations in this **clause 34** will enure for the benefit of, and may be enforced by any Incoming Media Partner of TTL provided that the parties may amend such obligations, and TTL may validly waive such obligations without consulting with or securing the agreement of any Incoming Media Partner affected.

35. **DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT**

35.1 In the event that a court makes a Declaration of Ineffectiveness, TTL will promptly notify the Media Partner. The parties agree that the provisions of **clauses 33, 34** and these

clauses 35.1, 35.2, 35.4 to 35.6 and clause 35.12 will apply as from the time when the Declaration of Ineffectiveness is made.

- 35.2 The Declaration of Ineffectiveness will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness.
- 35.3 During any court proceedings seeking a Declaration of Ineffectiveness, TTL may require the Media Partner to prepare a Cessation Plan in accordance with this **clause 35.3** by issuing a notice in writing. As from the date of receipt by the Media Partner of such notification from TTL, the parties (acting reasonably and in good faith) will agree or, in the absence of such agreement, TTL will reasonably determine an appropriate Cessation Plan with the object of achieving:
- 35.3.1 an orderly and efficient cessation of the exercise of the Advertising Rights or (at TTL's request) a transition of the exercise of the Advertising Rights to TTL or such other entity as TTL may specify; and
- 35.3.2 minimal disruption or inconvenience to TTL or to public passenger transport services or facilities,
- in accordance with the provisions of **clause 35.2 to 35.6** and which the parties agree would have effect in the event that a Declaration of Ineffectiveness is made.
- 35.4 Where there is any conflict or discrepancy between the provisions of **clauses 33, 34 and clauses 35.2 to 35.6** or the Cessation Plan, the provisions of these **clauses 35.2 to 35.6** and the Cessation Plan will prevail.
- 35.5 The parties will comply with their respective obligations under the Cessation Plan (as agreed by the parties or, where agreement cannot be reached, as reasonably determined by TTL) in the event that a Declaration of Ineffectiveness is made.
- 35.6 TTL will pay the Media Partner's reasonable costs in assisting TTL in preparing, agreeing and complying with the Cessation Plan. Such costs will be based on any comparable costs or as otherwise reasonably determined by TTL. Provided that TTL will not be liable to the Media Partner for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to any Declaration of Ineffectiveness.
- 35.7 Consistent with TTL's rights of termination implied into the Agreement by the Procurement Regulations, in the event of a Public Procurement Termination Event, TTL shall promptly notify the Media Provider and the provisions of **clause 33** and these **clauses 35.7 to 35.12** (inclusive) shall apply as from the date of receipt by the Media Partner of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of **clause 33** and these **clauses 35.7 to 35.12** or the Cessation Plan, the provisions of these **clauses 35.7 to 35.12** and the Cessation Plan shall prevail.
- 35.8 The Public Procurement Termination Event shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Public Procurement Termination Event in respect of the period prior to the Public Procurement Termination Event.
- 35.9 As from the date of receipt by the Media Partner of the notification of the Public Procurement Termination Event, the parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, TTL shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 35.9.1 an orderly and efficient cessation or (at TTL's election) a transition to TTL or such other entity as TTL may specify of: (i) the exercise of the Advertising Rights; or (at TTL's election), (ii) the part of the Advertising Rights which are affected by the Public Procurement Termination Event; and
- 35.9.2 minimal disruption or inconvenience to TTL or to public passenger transport services or facilities,

in accordance with the provisions of these **clauses 35.7 to 35.12** (inclusive) and to give effect to the terms of the Public Procurement Termination Event.

- 35.10 Upon agreement, or determination by TTL, of the Cessation Plan the parties will comply with their respective obligations under the Cessation Plan.
- 35.11 TTL shall pay the Service Provider's reasonable costs in assisting TTL in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Agreement or as otherwise reasonably determined by TTL, provided that TTL shall not be liable to the Media Partner for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement as a result of a Public Procurement Termination Event.
- 35.12 For the avoidance of doubt, the provisions of this **clause 35** (and applicable definitions) shall survive any termination of the Agreement following a Declaration of Ineffectiveness or a Public Procurement Termination Event.

36. CONFIDENTIALITY AND TRANSPARENCY

- 36.1 The Media Partner acknowledges that TTL and Tfl Affiliates are subject to the Transparency Commitment under which TTL and Tfl Affiliates may be required to publish certain information in relation to this Agreement and/or the Advertising Rights and/or the Advertising Activities (the "**Main Terms**") to the general public. Accordingly, notwithstanding any other provision of this Agreement, the Media Partner acknowledges that TTL or any Tfl Affiliate may publish the Main Terms to the general public provided that, to the extent permitted by law, TTL or if relevant any Tfl Affiliate shall:
 - 36.1.1 consult with the Media Partner regarding any such proposed publication and redactions to the information to be published pursuant to this **clause 36.1**;
 - 36.1.2 consider the Media Partner's objections to disclosure;
 - 36.1.3 save where TTL is obliged under Part 2 of the Local Government Transparency Code 2015 to publish the relevant information in its entirety, apply appropriate FOIA Legislation and/or EIR Legislation exemptions/exceptions to the relevant information; and
 - 36.1.4 save where TTL is obliged under Part 2 of the Local Government Transparency Code 2015 to publish the relevant information in its entirety, make appropriate redactions to all or part of the Main Terms prior to the publication.
- 36.2 The Media Partner undertakes to:
 - 36.2.1 keep TTL Information confidential;
 - 36.2.2 not without TTL's written consent disclose TTL Information in whole or in part to any other person, save for those of its employees, agents or Approved Sub-contractors involved in the exercise of the Advertising Rights and who have a need to know the same and save for its auditors and any other professional advisers who are under formal obligations of confidentiality or any other bodies having a legal duty to know TTL Information provided that prior to such disclosure the Media Partner consults with TTL as to the proposed form of such disclosure; and
 - 36.2.3 use TTL Information solely in connection with the exercise of the Advertising Rights and not for its own benefit or the benefit of any third party.
- 36.3 The provisions of **clause 36.2** will not apply to the whole or any part of TTL Information to the extent that it is:
 - 36.3.1 in the public domain other than as a result of a breach of this **clause 36**; or
 - 36.3.2 required to be disclosed by any Applicable Law, the regulations of any recognised stock exchange, any taxation authorities or by an order of a court or

other tribunal of competent jurisdiction or any relevant regulatory body or in relation to the conduct of a dispute pursuant to **clause 63.2**.

- 36.4 The Media Partner undertakes to make all the Media Partner Personnel, its agents and Approved Sub-contractors aware of the confidentiality of TTL Information and the provisions of this **clause 36** and, without limitation to the foregoing, to take all such steps as will from time to time be necessary to ensure compliance by the Media Partner Personnel, its agents and Approved Sub-contractors with the provisions of this **clause 36**.
- 36.5 TTL will have the same obligations as those imposed on the Media Partner under **clauses 36.1 to 36.4** in respect of those categories of confidential information set out in **Schedule 15**, except that TTL may:
- 36.5.1 disclose the Media Partner's Reserved Information where TTL considers that it is obliged to do so under the terms of **clause 36.2** or under any of the FOI Legislation referred to in **clause 37** below;
 - 36.5.2 use the Media Partner's Reserved Information to the extent necessary to obtain the benefit of the Media Partner's performance under this Agreement;
 - 36.5.3 disclose the Media Partner's Reserved Information to any TfL Affiliate or, to the extent necessary to co-ordinate the Media Partner's activities with those of a TTL Contractor, to any TTL Contractor, in each case to the extent necessary to obtain the benefit of the Media Partner's performance under this Agreement; and
 - 36.5.4 disclose such of the Media Partner's Reserved Information as may be required to be published in the Official Journal of the European Union or as may in TTL's reasonable opinion need to be provided to tenderers for the position of Incoming Media Partner as part of any tender process conducted prior to or on expiry or termination of this Agreement.
- 36.6 If either party receives a request for the other party's information that is the subject of this **clause 36** (TTL Information or the Media Partner's Reserved Information (the "**Other Party's Information**")) it will:
- 36.6.1 notify the other party as soon as reasonably practicable; and
 - 36.6.2 use reasonable endeavours to protect the confidentiality of the Other Party's Information.
- 36.7 TTL may in its absolute discretion consult with the Media Partner regarding any redactions to Contract Information to be published pursuant to **Clause 36.5.1**.
- 36.8 The obligations with respect to Confidential Information disclosed under this Agreement will survive termination of this Agreement and continue for as long as the information remains confidential.

37. **FREEDOM OF INFORMATION**

37.1 For the purposes of the remaining provisions of this **clause 37**:

- 37.1.1 "**FOI Legislation**" means 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 issued by the Information Commissioner, the Department for Constitutional Affairs, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
- 37.1.2 "**Information**" means information relating in any way to the performance of this Agreement recorded in any form held by TTL or by the Media Partner on behalf of TTL; and
- 37.1.3 "**Information Request**" means a request for any Information under the FOI Legislation.

- 37.2 The Media Partner acknowledges that TTL:
- 37.2.1 is subject to the FOI Legislation and agrees to assist and co-operate with TTL to enable TTL to comply with its obligations under the FOI Legislation; and
 - 37.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Media Partner.
- 37.3 Without prejudice to the generality of **clause 37**, the Media Partner will and will procure that its agents, sub-contractors and sub-consultants will:
- 37.3.1 transfer to TTL's Contract Manager (or such other person as may be notified by TTL to the Media Partner) each Information Request that it or they (as the case may be) receive as soon as practicable and in any event within 5 (five) Business Days of receiving such Information Request; and
 - 37.3.2 in relation to Information held by the Media Partner on behalf of TTL, provide TTL with details about and/or copies of all such Information that TTL requests and such details and/or copies will be provided within 5 (five) Business Days of a request from TTL (or such other period as TTL may reasonably specify), and in such forms as TTL may reasonably specify.
- 37.4 TTL will be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Request in accordance with the FOI Legislation. The Media Partner will not itself respond to any person making an Information Request, save to acknowledge receipt, unless expressly authorised to do so by TTL.

38. **CORRUPT GIFTS**

The Media Partner will not, and will ensure that its employees, agents and permitted sub-contractors and sub-consultants do not, pay any commission, fees or grant any rebates to any employee, officer or agent of TTL nor favour any employee, officer or agent of TTL with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of TTL other than as a representative of TTL, without TTL's prior written approval.

39. **CRIME AND DISORDER ACT 1998**

39.1 The Media Partner acknowledges that TTL is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:

- 39.1.1 to have due regard to the impact of crime, disorder and community safety in the exercise of TTL's duties;
- 39.1.2 where appropriate, to identify actions to reduce levels of crime and disorder; and
- 39.1.3 without prejudice to any other obligation imposed TTL, to exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area,

and in the performance of the Agreement, the Media Partner will assist and co-operate with TTL, and will use reasonable endeavours to procure that its sub-contractors and sub-consultants observe these duties and assists and co-operates with TTL where possible to enable TTL to satisfy its duty.

40. **ANTI-CORRUPTION**

40.1 The Media Partner will, and will procure that its officers, employees, agents, sub-contractors, sub-consultants and any other persons who perform services for or on behalf of it in connection with this Agreement will:

- 40.1.1 not commit any act or omission which causes or could cause it or TTL or any Tfl Affiliate to breach, or commit an offence under, any Laws relating to anti-bribery and/or anti-corruption;
- 40.1.2 comply with TTL's anti-corruption policy as updated from time to time;
- 40.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with this Agreement and the steps it takes to comply with this **clause 40.1**, and such records will be Records for the purposes of **clause 23** and TTL shall be permitted to inspect and audit those Records in accordance with that clause;
- 40.1.4 promptly notify TTL of:
 - 40.1.4.1 any request or demand for any financial or other advantage received by it; and
 - 40.1.4.2 any financial or other advantage it gives or intends to give whether directly or indirectly in connection with this Agreement; and
- 40.1.5 promptly notify TTL of any breach of this **clause 40.1**.

40.2 TTL may terminate this Agreement immediately by giving written notice to that effect to the Media Partner if the Media Partner is in breach of **clause 40.1**.

41. **DISCRIMINATION AND HARASSMENT**

41.1 The Media Partner will not, and will procure that its employees, agents and permitted sub-contractors and sub-consultants do not, unlawfully discriminate, within the meaning and scope of the Equality Act 2010. The Media Partner acknowledges that TTL is under a duty under Section 149 of the Equality Act 2010 to have due regard to the need to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act, to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it and foster good relations between persons who share a relevant protected characteristic and persons who do not share it. In exercising its rights and performing its obligations, the Media Partner will assist and cooperate with TTL where possible in satisfying this duty.

41.2 In relation to TTL's workplace harassment policy ("**Harassment Policy**") as updated from time to time (copies of which are available on request from TTL), which requires TTL's own staff and those of its contractors to comply fully with the Harassment Policy to eradicate harassment in the workplace, the Media Partner will:

- 41.2.1 ensure that its employees, and those of its agents and permitted sub-contractors and sub-consultants are fully conversant with the requirements of the Harassment Policy;
- 41.2.2 fully investigate allegations of workplace harassment in accordance with the Harassment Policy; and
- 41.2.3 ensure that appropriate, effective action is taken where harassment is found to have occurred.

42. **QUALITY ASSURANCE, BEST VALUE AND HEALTH AND SAFETY**

42.1 The Media Partner will maintain an effective and economical programme for quality, planned and developed in conjunction with any other functions of the Media Partner necessary to satisfy the requirements of this Agreement.

42.2 At TTL's request, the Media Partner will, at its own expense, detail in writing the programme referred to in **clause 42.1** prove to TTL's satisfaction that the Advertising Rights are being exercised and the Advertising Activities are being provided in accordance with this Agreement

- 42.3 The Media Partner acknowledges that Tfl is a best value authority for the purposes of the Local Government Act 1999 and as such Tfl is required to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness. The Media Partner will assist Tfl and TTL to discharge TTL's duty where possible, and in doing so, it will inter alia carry out any reviews of its rights and obligations reasonably requested by Tfl or TTL from time to time. The Media Partner agrees to negotiate in good faith (acting reasonably) any changes to this Agreement in order for Tfl and TTL to achieve best value.
- 42.4 The Media Partner will on or prior to each anniversary of the Service Commencement Date during the term of this Agreement produce an annual report upon the exercise of the Advertising Rights and the Advertising Activities which will address:
- 42.4.1 the performance of the Advertising Activities by the Media Partner;
 - 42.4.2 the latest statutory accounts and directors' report of the Media Partner (whether or not adopted by the Media Partner in general meeting);
 - 42.4.3 any opportunities identified and/or implemented by the Media Partner in order to achieve a continuous improvement in the way the Advertising Activities are provided, having regard to a combination of economy, efficiency and effectiveness;
 - 42.4.4 the Media Partner's compliance with **clauses 7.1.4, 7.1.5, 13.1.2, 40.1 and 41.2**; and
 - 42.4.5 such other matters as TTL may (acting reasonably) specify from time to time.

Within one month following the submission of such report, the representatives of TTL and the Media Partner will meet in order to discuss the contents of such report and any improvements which may be made to the Advertising Activities arising out of the content of such report.

- 42.5 The Media Partner will maintain a health and safety plan in relation to the exercise of its rights and fulfilment of its obligations under this Agreement (the "**Health and Safety Plan**") and will provide a copy of its Health and Safety Plan to TTL no later than 90 (ninety) days prior to the Service Commencement Date and on any reissue. The Health and Safety Plan will include the following information and will be reviewed annually at the annual Review Meeting, as referred to in **paragraph 11.3.5 of Part B of Schedule 5**:
- 42.5.1 the requirements set out in **paragraph 3 of Part A of Schedule 9**;
 - 42.5.2 how the Media Partner will comply (and ensure compliance by its employees, agents and permitted sub-contractors) with and secure enforcement of its obligations under **paragraph 3 of Part A of Schedule 9**, including by way of example only, how it will communicate to its employees, agents and permitted sub-contractors the health and safety obligations with which they must comply, and details of the resources that the Media Partner will direct to compliance with its health and safety obligations;
 - 42.5.3 how the Media Partner will remedy non-compliance, if any, with its obligations under **paragraph 3 of Part A of Schedule 9**;
 - 42.5.4 full details of the Media Partner's Health and Safety policy for individuals working on the Estate and its Alcohol and Drugs policy, which will be not less onerous than TTL's equivalent statements in respect of broadly comparable tasks;
 - 42.5.5 the Media Partner's organisation and arrangements for health and safety describing how commitments in the Health and Safety Plan will be achieved, including but not limited to:
 - 42.5.5.1 the intervals at which and the method by which the Media Partner will carry out audits of its health and safety procedures (including the type, scope and frequency of inspections) and its (and its

agents and permitted sub-contractors) compliance with health and safety conditions and obligations, and the intervals at which the Media Partner will review the results of such audits with TTL;

- 42.5.5.2 details of measures which are required to be taken to identify training and personal protective equipment requirements arising out of work place risk assessments and procedures in relation to working on ladders, checking the safety of ladders and evaluation of substances by the Media Partner in relation of the Control of Substances Hazardous to Health Regulations 2002 (COSHH);
 - 42.5.5.3 procedures in respect of securing approval for method statements or working from the TTL Contract Manager;
 - 42.5.5.4 details of how the Media Partner will secure competent resources (including assessing the competency and capability of its agents or permitted sub-contractors) to meet the requirements of its Health and Safety Plan, including competent resources to produce method statements and case for safety papers when these are required;
 - 42.5.5.5 details of how the Media Partner's staff will be made aware of their health and safety responsibilities, including the need to obey all instructions from the TTL's authorised staff when working on the Estate; and
 - 42.5.5.6 the disciplinary policy that will apply to employees, agents and permitted sub-contractors of the Media Partner who are found by TTL or the Media Partner to be in breach of any of the Media Partner's health and safety obligations.
- 42.5.6 full details of the reporting procedures in relation to accidents or incidents occurring in relation to this Agreement (including how any trends will be assessed).
- 42.6 The Media Partner will maintain an environmental management plan in relation to the exercise of its rights and fulfilment of its obligations under this Agreement and will provide a copy of its plan to TTL by no later than 90 (ninety) days prior to the Service Commencement Date and on any reissue. The Media Partner will demonstrate through its plan, how its environmental management system (including organisational arrangements, policies, actions and behaviours) delivers the effective management of environmental and sustainability issues, maximising environmental opportunities and minimising environmental risks. The plan shall address the objectives set out in the standard QUENSH Conditions Manual Contract Menu (the current version of which is set out in **Schedule 6**) and Tfl's Corporate Environmental Framework. TTL is committed to and requires its contractors and sub-contractors fully to:
- 42.6.1 support and demonstrate, through the effective implementation of a health, safety and environmental management system, the improvement of business performance and the minimisation of risks and disruption to their respective employees and sub-contractors and staff and customers of all Tfl Affiliates and those interfacing with the Tfl transport networks; and
 - 42.6.2 maximise opportunities for environmentally responsible procurement, including but not limited to adopting the principles of "reduce, reuse, recycle and buy recycled", where the required criteria for performance and cost effectiveness can be met.
- 42.7 The Media Partner shall, in accordance with this **clause 42.7**, within 6 (six) calendar months of the Contract Commencement Date develop a "**Risk Register**" setting out, in a form acceptable to TTL, key areas of risk relating to this Agreement, including but not limited to health and safety, environmental technical, operational, financial, commercial, human resources and impact on other contracts to which TTL is a party (including the contracts with TTL Contractors and any other revenue generating contracts).

42.8 The Risk Register will detail as a minimum:

- 42.8.1 risks related to the Agreement;
- 42.8.2 perceived level of risk;
- 42.8.3 responsibility for mitigation; and
- 42.8.4 relevant agreement reference.

42.9 The Media Partner will maintain the Risk Register throughout the duration of the Agreement, and it will be reviewed by TTL and the Media Partner at Review Meetings and such other meetings as may be required from time to time.

43. **LONDON LIVING WAGE**

43.1 For the purposes of this **clause 43**, unless the context indicates otherwise, the following expressions will have the following meanings:

"London Living Wage" the basic hourly wage of £9.40 (before tax, other deductions and any increase for overtime) as may be updated from time to time and notified to the Media Partner.

43.2 Without prejudice to any other provision of this Agreement, the Media Partner will:

- 43.2.1 ensure that none of its employees engaged in the provision of the Advertising Activities is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
- 43.2.2 ensure that none of its employees engaged in the provision of the Advertising Activities is paid less than the amount to which they are entitled in their respective contracts of employment;
- 43.2.3 provide to TTL such information concerning the London Living Wage and as TTL or its nominees may reasonably require from time to time;
- 43.2.4 disseminate on behalf of TTL to its employees engaged in the provision of the Advertising Activities such perception questionnaires as TTL may reasonably require from time to time and promptly collate and return to TTL responses to such questionnaires; and
- 43.2.5 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

43.3 Any breach by the Media Partner of the provisions of this **clause 43** will be treated as a material breach capable of remedy in accordance with **clause 32.1.1**.

44. **WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT REGULATIONS 2013**

44.1 For the purposes of this **clause 44**, unless the context indicates otherwise, the following expressions shall have the following meanings:

"EEE" means any electrical and electronic equipment as defined in the WEEE Regulations; and

"WEEE Regulations" means Waste Electrical and Electronic Equipment Regulations 2013 (as amended).

44.2 When procuring EEE for use in accordance with the Advertising Activities whether by direct purchase by the Media Partner, purchase on behalf of TTL, lease or otherwise, the Media Partner will ensure that in accordance with the WEEE Regulations that the producer of the EEE (whether that be the Media Partner or a third party) shall assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of:

- 44.2.1 all waste electrical and electronic equipment arising from the EEE; and
- 44.2.2 all waste electrical and electronic equipment arising from equipment placed on the market prior to 13 August 2005 where such equipment is to be replaced by the EEE and the EEE is of an equivalent type or is fulfilling the same function as the original equipment.

44.3 When procuring EEE the Media Partner will obtain the WEEE registration number of the relevant producer and will provide this on request to TTL.

44.4 The Contractor shall indemnify and keep indemnified TTL as a result of any Losses which it incurs as a result of any failure on the part of the Media Partner or the relevant producer to comply with the terms of this **clause 44**.

45. ETHICAL SOURCING

45.1 TTL is committed to ensuring that workers employed in its supply chains throughout the world are treated fairly, humanely and equitably. In the course of complying with this Agreement, the Media Partner will comply with and will procure that its sub-contractors and sub-consultants (as applicable) comply with those principles of the Ethical Trading Initiative (ETI) Base Code as are detailed in Ethical Sourcing Appendix to this Schedule, or an equivalent code of conduct (the "**Ethical Sourcing Principles**") in relation to the provision of the Advertising Activities.

45.2 As soon as practicable following the Contract Commencement Date the Media Partner will be registered with an ethical supplier database, such as SEDEX (Supplier Ethical Data Exchange). The Media Partner agrees that for the duration of this Agreement, it will permit and enable TTL to have access to the information relating to the Media Partner that subsists in such ethical supplier database.

45.3 During the course of this Agreement, TTL has the right to request the Media Partner to carry out one or more audits using a reputable auditor to verify whether the Media Partner is complying with the Ethical Sourcing Principles. The identity of the auditor is to be approved by TTL, such approval not to be unreasonably withheld or delayed. The costs of the audit will be borne by TTL.

45.4 During the course of this Agreement, if TTL has reasonable cause to believe that the Media Partner is not complying with any of the Ethical Sourcing Principles, then TTL will notify the Media Partner and the parties will agree an action plan with appropriate timeframes for compliance by the Media Partner (the "**Action Plan**"), such Action Plan to be agreed by the parties by no later than 14 days from the date of TTL notifying the Media Partner that remedial action is required or such other period as the parties may otherwise agree in writing. The costs of the creation and implementation of the Action Plan will be borne by the Media Partner.

45.5 Following the agreement of the Action Plan, TTL reserves the right to conduct one or more audits, (either itself or via a third-party auditor approved by TTL) in relation to compliance by the Media Partner with the Action Plan.

45.6 For the avoidance of doubt, the rights of audit contained in this **clause 45** will include the right of TTL (or a TTL-approved auditor) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Media Partner will co-operate and will procure that its sub-contractors and sub-consultants (as applicable) co-operate with TTL in relation to all aspects of any audit.

45.7 The Media Partner shall comply with the Responsible Procurement principles set out in **Schedule 20**.

46. TIMBER STANDARDS

46.1 For the purposes of this **clause 46**, unless the context indicates otherwise, the following expressions shall have the following meanings:

"**Legal Timber**" Timber in respect of which the organisation that felled



the trees and/or provided the Timber from which the wood supplied under the Agreement derived:

- (a) had legal rights to use the forest;
- (b) holds a register of all local and national laws and codes of practice relevant to forest operations; and
- (c) complied with all relevant local and national laws and codes of practice including environmental, labour and health and safety laws and paid all relevant royalties and taxes;

**"Recycled Timber" and
"Reclaimed Timber"**

recovered wood that has been reclaimed or re-used and that has been in previous use and is no longer used for the purpose for which the trees from which it derives were originally felled. The terms 'recycled' and 'reclaimed' are interchangeable and include, but are not limited to the following categories: pre-consumer recycled wood and wood fibre or industrial by-products but excluding sawmill co-products (sawmill co-products are deemed to fall within the category of Virgin Timber), post-consumer recycled wood and wood fibre and drift wood. Recycled or Reclaimed Timber must be capable of being evidenced as such to TTL's satisfaction in order to satisfy this definition;

"Sustainable Timber"

Timber, which in order to meet TTL's criteria for sustainable timber, must be:

- (a) Recycled Timber; or
- (b) Sustainably Sourced Timber; or
- (c) a combination of (a) and (b);

**"Sustainably Sourced
Timber"**

Timber sourced from organisational, production and process methods that minimise harm to ecosystems, sustain forest productivity, ensure that both forest ecosystem health and vitality, and forest biodiversity is maintained. In order to satisfy this definition, Timber must be accredited to meet the Forest Stewardship Council (FSC) or equivalent. Where it is not practicable to use Forest Stewardship Council (FSC) standard accredited timber, TTL will accept timber accredited through other schemes approved by the Central Point of Expertise on Timber (CPET), as listed below:

- (a) Canadian Standards Association (CSA);
- (b) Programme for the Endorsement of Forest Certification (PEFC); or
- (c) Sustainable Forestry Initiative (SFI),

or such other source as the Media Partner may demonstrate to the TTL's satisfaction is equivalent;

"Timber"

wood from trees that have been felled for that purpose, but excludes any item where the manufacturing processes applied to it has obscured

the wood element (by way of example only, paper would not be treated as timber). Where the term Timber is used as a generic term it includes both Virgin Timber and Recycled Timber;

"Virgin Timber"

timber supplied or used in performance of the Agreement that is not Recycled Timber.

46.2 Media Partner's Obligations and the TTL's Rights

- 46.2.1 The Media Partner shall ensure that all Timber supplied or used in the performance of the Agreement shall be Sustainable Timber. If it is not practicable for the Media Partner to meet this condition the Media Partner must inform the Authorities in writing prior to the supply of any Timber that is not Sustainable Timber, and stating the reason for the inability to comply with this condition. TTL reserves the right, in its absolute discretion, to approve the use of Timber that is not Sustainable Timber. Where TTL exercises its right to reject any Timber, the provisions of **clause 46.2.4** shall apply.
- 46.2.2 Without prejudice to **clauses 46.2.1** and **46.3.2**, all Virgin Timber procured by the Media Partner for supply or use in performance of the Agreement shall be Legal Timber.
- 46.2.3 The Media Partner shall ensure that Virgin Timber it procures for supply or use in performance of the Agreement shall not have derived from any species of tree that is protected under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) unless the supplier can prove, by producing official documentation, that he has complied with the CITES requirements that permit trading in the particular species of tree so listed under that Convention.
- 46.2.4 TTL reserves the right to reject at any time any Timber that does not comply with the conditions of this Agreement or the Specification. Where TTL exercises its right to reject any Timber, the Media Partner shall supply contractually compliant alternative Timber, at no additional cost to TTL and without causing delay to the performance of the Agreement.
- 46.2.5 The Media Partner shall maintain records of all Timber supplied and used in the performance of the Agreement. Such information shall be made available to TTL promptly if requested at any time.

46.3 TTL's Reporting Requirements

- 46.3.1 Unless TTL has given its written approval in accordance with **clause 46.2.1** that Timber that is not Sustainable Timber may be used, then, if requested, the Media Partner shall promptly provide evidence to TTL's satisfaction that the Timber is Sustainable Timber.
- 46.3.2 Upon a request by the TTL referred to in **clause 46.2.1**, in the event that the Media Partner does not promptly provide such evidence, or the evidence provided does not satisfy TTL's requirements, then (and without prejudice to **clause 46.3.1**), TTL reserves the right to retain 25% of any monies payable to the Media Partner under the Agreement until such date as TTL is in receipt of such evidence and TTL is satisfied that the evidence establishes that the Timber is Sustainable Timber.
- 46.3.3 The Media Partner shall report quarterly on its use of Sustainable Timber in the performance of the Agreement, in accordance with the Timber Standards Appendix of this schedule.
- 46.3.4 The Media Partner shall report on the amount of Timber that has been supplied to TTL in accordance with **clause 46.2.1** which is not Sustainable Timber.

46.4 Verification

46.4.1 Evidence of Sustainable Timber

TTL reserves the right to determine whether the evidence supplied by the Media Partner is sufficient to satisfy it that the Specification and the conditions of contract have been fully complied with. In the event that TTL is not so satisfied, the Media Partner shall, on written request by TTL, commission and meet the costs of an Independent Report to:

- (a) verify the source of the Timber; and
- (b) assess whether the forests of origin were managed in accordance with the specified local laws and regulations.

46.4.2 Evidence of Legal Timber

46.4.2.1 The Media Partner shall, before delivering any Virgin Timber under this Agreement, obtain documentary evidence to TTL's satisfaction that the Timber is both Legal and Sustainable Timber. If requested in writing by TTL, the Media Partner shall submit such documentary evidence to TTL either prior to delivery or at such other times as TTL may require. For the avoidance of doubt, the Media Partner shall identify, as part of the evidence submitted, a chain of custody from the source of the Timber through to delivery of the final product.

46.4.2.2 TTL reserves the right at any time during the execution of the Agreement and for a period of 6 years from final delivery of any Timber under the Agreement to require the Media Partner to produce the evidence required for TTL's inspection within 14 days of TTL's written request

47. LANE RENTAL

47.1 The Media Partner will at all times comply with TTL Lane Rental Scheme.

47.2 The Media Partner will pay the Lane Rental charges:

47.2.1 as stated in TTL Lane Rental Scheme and;

47.2.2 at the rate stated in TTL Lane Rental Scheme for each Lane Rental Road Segment or Pinchpoint which it occupies during Lane Rental Times. Provided that TTL will reimburse the Media Partner the applicable Lane Rental charges if such occupation is solely due to:

47.2.2.1 the occurrence of an event at TTL's risk or;

47.2.2.2 the Media Partner fulfilling his obligations to provide emergency response services to a third party incident or;

47.2.2.3 the Media Partner attending site at the request of the emergency services as long as the response request is not due to a failure of the Media Partner's contractual obligations or;

47.2.2.4 TTL requiring the occupation during the chargeable period.

Save that any reimbursement will only be for those charges that are incurred in accordance with the agreed programme. For the avoidance of doubt where the charge has been incurred due to a Media Partner's risk or as a result of a failure to meet the agreed programme, then these charges will not be reimbursable.

47.3 Lane Rental Charges will be recovered independently and will not affect other payments due under this Agreement, unless they are an element of a submitted invoice. TTL will send a schedule of Lane Rental Charges due to the Media Partner each 4-week period. If the Media Partner disagrees with the schedule he will within 10 days respond providing details of the dispute as requested in the schedule. Once 10 days have elapsed or after any dispute has been investigated and TTL has confirmed the schedule as issued or amended, an invoice will be issued by TTL.

48. WORK RELATED ROAD RISK

48.1 For the purposes of **clauses 48.1 to 48.9** (inclusive) of this Agreement, the following expressions will have the following meanings:

"Bronze Accreditation"	the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
"Car-derived Vans"	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment
"Collision Report"	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities
"Delivery and Servicing Vehicle"	A Lorry, a Van or a Car-derived Van
"Driver"	any employee of the Media Partner (including an agency driver), who operates Delivery and Servicing Vehicles on behalf of the Media Partner while delivering the Advertising Activities
"DVLA"	Driver and Vehicle Licensing Agency
"FORS"	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance
"FORS Standard"	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk
"Gold Accreditation"	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
"Lorry"	a vehicle with an MAM exceeding 3,500 kilograms
"MAM"	the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road
"Side Guards"	guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986
"Silver Accreditation"	the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk
"Van"	a vehicle with a MAM not exceeding 3,500 kilograms.

Fleet Operator Recognition Scheme Accreditation

48.2 Where the Media Partner operates Delivery and Servicing Vehicles, it shall within 90 days of the Contract Commencement Date:



- 48.2.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of TTL, is an acceptable substitute to FORS (the "Alternative Scheme"); and
- 48.2.2 (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Media Partner has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Equipment on Vehicles

- 48.3 The Media Partner will ensure that every Lorry, which it uses to provide the Advertising Activities, will:
 - 48.3.1 have Side Guards, unless the Media Partner can demonstrate to the reasonable satisfaction of TTL that the vehicle will not perform the function for which it was built if Side Guards are fitted;
 - 48.3.2 have front, side and rear blind spots completely eliminated or minimised as far as practical and possible, through the use of fully operational direct and indirect vision aids and driver audible alerts;
 - 48.3.3 have equipment fitted with an audible means of warning other road users of the Lorry's left manoeuvre; and
 - 48.3.4 have prominent signage on the Lorry to warn cyclists and other road users of the dangers of passing the Lorry on the inside and of getting too close to the Lorry.

Driver Licence Checks

- 48.4 Where the Media Partner operates Delivery and Servicing Vehicles to provide the Advertising Activities the Media Partner shall ensure that:
 - 48.4.1 it has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and
 - 48.4.2 each of its Drivers engaged in the provision of the Advertising Activities has a driving licence check with the DVLA or such equivalent before that Driver commences delivery of the Advertising Activities and that the driving licence check with the DVLA or equivalent is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Media Partner's risk scale, provided that the Media Partner's risk scale has been Approved in writing by TTL within the last 12 months:
 - 48.4.2.1 0 – 3 points on the driving licence – annual checks;
 - 48.4.2.2 4 – 8 points on the driving licence – six monthly checks;
 - 48.4.2.3 9 – 11 points on the driving licence – quarterly checks; or
 - 48.4.2.4 12 or more points on the driving licence – monthly checks.

Driver Training

- 48.5 Where the Media Partner operates Delivery and Servicing Vehicles to provide the Advertising Activities the Media Partner will ensure that each of its Drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the

safety of vulnerable road users and on-cycle hazard awareness, throughout the Term of the Agreement.

Collision Reporting

- 48.6 Where the Media Partner operates Delivery and Servicing Vehicles to provide the Advertising Activities, the Media Partner shall:
- 48.6.1 ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons or property and for generating Collision Reports; and
 - 48.6.2 within 15 days of the Contract Commencement Date, provide to TTL a Collision Report. The Service Provider shall provide to TTL an updated Collision Report within five Business Days of a written request from TTL.

Self Certification of Compliance

- 48.7 Where the Media Partner operates Delivery and Servicing Vehicles to provide the Advertising Activities, within 90 days of the Contract Commencement Date, the Media Partner shall make a written report to TTL detailing its compliance with **clauses 48.3, 48.4 and 48.5** of this Agreement (the "**WRRR Self-certification Report**"). The Media Partner shall provide updates of the WRRR Self-certification Report to TTL on each three month anniversary of its submission of the initial WRRR Self-certification Report.

Obligations of the Media Partner Regarding Sub-contractors

- 48.8 The Media Partner will ensure that those of its sub-contractors who operate Delivery and Servicing Vehicles to provide the Advertising Activities shall:
- 48.8.1 comply with **clause 48.2.1**; and
 - 48.8.2 where its subcontractors operates the following vehicles to provide the Advertising Activities will comply with the corresponding provisions of this Agreement:
 - 48.8.3 For Lorries – **clauses 48.3, 48.4, 48.5 and 48.6**; and
 - 48.8.4 For Vans – **clauses 48.4, 48.5 and 48.6**.

Failure to Comply with Freight-related Obligations

- 48.9 Without limiting the effect of any other clause of this Agreement relating to termination, if the Media Partner fails to comply with **clauses 48.2, 48.3, 48.4, 48.5, 48.6, 48.7, 48.8**:
- 48.9.1 the Media Partner has committed a material breach of this Agreement; and
 - 48.9.2 TTL may refuse the Media Partner, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by TTL for any purpose (including but not limited to deliveries).

49. FORCE MAJEURE

- 49.1 Save in respect of the Media Partner's obligation to pay the Fees, neither party will be deemed to be in breach of this Agreement or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to Force Majeure.
- 49.2 If a party's performance of any or all of its obligations under this Agreement (other than the Media Partner's obligation to pay the Fees) is affected by Force Majeure, then:
- 49.2.1 it will give written notice to the other party, specifying the nature and extent of the Force Majeure immediately on becoming aware of the Force Majeure and will at all times use all reasonable endeavours to mitigate the severity of the Force Majeure;

49.2.2 subject to the provisions of **clause 49.3**, the date for performance of such of its obligation as are affected by the Force Majeure will be deemed suspended but only for a period equal to the delay caused by such event; and

49.2.3 neither party will be entitled to payment from the other party in respect of extra costs and expenses incurred by virtue of the Force Majeure event.

49.3 If the Force Majeure in question prevails for a continuous period in excess of 28 (twenty eight) days after the date on which the Force Majeure begins, the parties will enter into bona fide discussions with a view to agreeing such terms as are appropriate for the continued exercise of the rights and fulfilment of the such of the obligations under this Agreement as are affected by the Force Majeure.

50. **WAIVER**

50.1 Any failure or delay by TTL in exercising any right, power or remedy under this Agreement will not in any circumstances impair such right, power or remedy nor operate as a waiver of it. The single or partial exercise by TTL of any other right, power or remedy under this Agreement will not in any circumstances preclude any other or further exercise of it, or the exercise of any other right, power or remedy.

50.2 Save as otherwise expressly provided in this Agreement the rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.

50.3 Any waiver of a breach of, or default under, any of the terms of this Agreement will not be deemed to be a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.

51. **NOTICES**

51.1 Any demand, notice or communication may be given by hand or sent by registered post or facsimile transmission and will be deemed to have been duly served:

51.1.1 if delivered by hand, when left at the proper address for service; or

51.1.2 if given or made by prepaid first class post, 48 hours after being posted (excluding Saturdays, Sundays and public holidays);

provided that, where in the case of delivery by hand, such delivery or transmission occurs either after 4.00 pm on a Business Day, or on a day other than a Business Day, service will be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

51.2 Any demand, notice or communication will be made in writing addressed to the recipient at its registered office or its address stated in this Agreement (or such other address as may be notified in writing from time to time) and will be marked for the attention of the Contract Manager of that party.

52. **PUBLICITY**

No announcement or information concerning this Agreement will be made or released or authorised to be made or released in any advertising, publicity, promotional or other marketing activities by the Media Partner (but excluding any disclosure required by legal, accounting or regulatory requirements) without the prior written consent of TTL. For the avoidance of doubt, this provision will not restrict the Media Partner placing small labels on the Advertising Spaces.

53. **INVALIDITY AND SEVERABILITY**

If any provision of this Agreement is held by any court or other Competent Authority to be void or unenforceable in whole or part:

53.1 this will not affect or impair the legality, validity or enforceability of any other provision of this Agreement, except where it deprives one of the parties of a substantial part of the

benefit intended to be derived by it from this Agreement without providing any corresponding benefit;

53.2 the parties will commence good faith negotiations to amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision, to the extent that such spirit and intention is consistent with the Laws of England and Wales, and so that the amended clause complies with the Laws of England and Wales; and

53.3 if the parties cannot agree upon the terms of any amendment within 6 (six) calendar months of the date upon which a clause was determined to be wholly or partly illegal, invalid or unenforceable by any court, tribunal or administrative body then the parties agree to refer the terms of the amendment back to the court, tribunal or administrative body that originally found the provision to be illegal, invalid or unenforceable. The parties agree that the court's, tribunal's or administrative body's decision in this respect will be final and binding.

54. **ENTIRE AGREEMENT**

54.1 The parties acknowledge that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation (in this **clause 54**, a "**Representation**"):

54.1.1 orally; or

54.1.2 in writing (except to the extent such Representation forms part of any document or exchange agreed between the parties)

To the extent that any such Representations have been given the recipient party unconditionally and irrevocably waives any claims, rights or remedies which it might otherwise have had in relation to them. The provisions of this **clause 54** do not apply to written Representations forming part of any document or exchange agreed between the parties.

54.2 Nothing in this Agreement will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

55. **FURTHER ASSURANCE**

Each party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as any other party reasonably considers necessary to give full effect to the terms of this Agreement.

56. **ASSIGNMENT AND NOVATION**

56.1 TTL may at any time assign the benefit or delegate the burden of this Agreement or otherwise sub-contract, mortgage, charge or otherwise transfer or hold on trust any or all of its rights and obligations under this Agreement, including any assignment to any Tfl Affiliate of the right to receive the Fees.

56.2 The Media Partner may not, without the prior written consent of TTL, assign the benefit or delegate the burden of this Agreement or hold this Agreement on trust for any other person.

57. **SUCCESSORS**

This Agreement will be binding upon and enure for the benefit of the successors in title of the parties.

58. **NO PARTNERSHIP OR JOINT VENTURE**

Notwithstanding the partnering arrangements detailed in **Schedule 5** nothing in this Agreement will create, or be deemed to create, a partnership or joint venture between the parties.

59. INSURANCE AND CONDUCT OF CLAIMS

59.1 Without prejudice to any other provision of the Agreement, the Media Partner will comply with the provisions of this **clause 59**.

59.2 Without prejudice to its liability to indemnify TTL under **clause 26** or any other provision of this Agreement, the Media Partner will arrange and maintain throughout the duration of this Agreement (unless otherwise stated):

59.2.1 employer's liability insurance in respect of the Media Partner's liability for death, personal injury or occupational disease of any person in the Media Partner's employment, in the sum of not less than £10,000,000 (ten million) pounds per incident or as required by law, whichever is the greater;

59.2.2 public and product liability insurance in respect of the Media Partner's liability for death, injury, loss or damage to property in the sum of not less than £25,000,000 (twenty five million) pounds per incident (or series of incidents arising out of one event) with financial loss extension; and

59.2.3 professional indemnity insurance of a type and in a sum normal and customary for a service provider in the business of exploiting and developing Advertising Opportunities, but in any event of not less than £5,000,000 (five million) pounds) per incident and in the aggregate per annum. This insurance shall:

59.2.3.1 extend to cover legal liability for libel, slander and breach of copyright; and

59.2.3.2 be in force for the duration of this Agreement and for no less than 6 (six) years after expiry or termination of this Agreement,

with an insurer or insurers authorised to underwrite such risks in the United Kingdom, and on terms approved by TTL (the "**Insurances**").

59.3 The Media Partner will ensure that the Insurances:

59.3.1 cover the Media Partner's legal liability (including liability assumed under this Agreement) which may arise out of or in the course of or by reason of the Media Partner's performance, non-performance or part-performance of this Agreement;

59.3.2 extend to indemnify TTL and TfL Affiliates as principal; and

59.3.3 will be endorsed to provide that no act or omission on the part of the Media Partner (that creates legal liability on the Media Partner) will prejudice TTL's or TfL Affiliates' rights under such policies.

59.4 The Media Partner will provide evidence satisfactory to TTL within 30 (thirty) days of the Contract Commencement Date and at least 14 (fourteen) days prior to each anniversary of the Contract Commencement Date that the Insurances have been effected and are in force and will, if required by TTL, produce the insurance policies for inspection.

59.5 The Media Partner will comply with the terms and conditions of the Insurances and all reasonable requirements of the insurers, including, in connection with the prosecution and settlement of claims, the recovery of losses and the prevention of accidents. The Media Partner will bear the cost of all excesses, exclusions and limitations under the Insurances.

59.6 Where the Insurances contain a care, custody or control exclusion, the relevant policy will be endorsed so as to delete the exclusion in respect of any location on the Estate (including contents) occupied by the Media Partner for the purpose of exercising its rights and performing its obligations under this Agreement.

59.7 The Media Partner shall:

- 59.7.1 if required by TTL, prior to cancelling or changing any term or condition of any insurance, give TTL not less than 28 (twenty eight) days' notice of intention to cancel or make such change;
 - 59.7.2 not take or fail to take any action or (insofar as it is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances; and
 - 59.7.3 notify TTL in writing forthwith of any anticipated or actual event or circumstance which may lead or has led to any Insurance lapsing or being terminated or the cover under it being reduced or modified.
- 59.8 If the Media Partner fails on request to produce to TTL satisfactory evidence that there are in force the Insurances that the Media Partner is required to effect under **clause 59.2** above, TTL may pay any premiums required to keep any of the Insurances in force or may itself procure such Insurances. In either case, TTL may recover such premiums from the Media Partner, together with all expenses incurred in procuring such Insurances as a debt.
- 59.9 If insurance ceases to be available in the market place TTL and the Media Partner will within 7 (seven) Business Days of becoming aware of such fact meet to discuss appropriate alternative arrangements.
- 59.10 TTL shall (at its cost) be entitled to require the Media Partner to increase the level of the Insurances if it reasonably considers that:
- 59.10.1 they are no longer in a sum normal and customary for a service provider in the business of exploiting and developing Advertising Opportunities;
 - 59.10.2 they are no longer appropriate by reference to the Media Partner's claims experience in relation to liabilities incurred under this Agreement; or
 - 59.10.3 they are no longer appropriate as the specified levels have been materially eroded due to inflation or claims.
- 59.11 In respect of any claim, event or circumstance which leads to a claim against the Media Partner by a third party which may reasonably be expected to lead to a claim against TTL under this Agreement, the Media Partner will:
- 59.11.1 notify TTL as soon as possible in writing upon becoming aware of any such claim, event or circumstance and if requested by TTL and where not otherwise subject to an obligation of confidentiality, provide full details of such claim, event or circumstance (and such other information as TTL may reasonably require) within 3 (three) Business Days of TTL's request;
 - 59.11.2 promptly and diligently deal with all such claims under the Insurances and in accordance with all insurer requirements and recommendations; and
 - 59.11.3 in relation to any claim settled under the Insurances to the extent that the proceeds of such claim are payable to the Media Partner, pay the proceeds to the party who suffered the loss or damage that gave rise to the claim (whether TTL, TFL Affiliate or a third party).
- 59.12 In relation to all the Insurances except that required under **clause 59.2.1**, the Media Partner agrees that:
- 59.12.1 it will not compromise, settle or waive any claim which the Media Partner may have under the insurances which benefits TTL without the prior written consent of TTL (which will not be unreasonably withheld or delayed); and
 - 59.12.2 subject to the requirements of the Media Partner's insurers, TTL will have the right to control and to supervise all dealings with the media in relation to any incident, event, claim or action arising in relation to this Agreement. Such rights shall not extend to allow TTL to control, supervise or discuss matters as it relates to any incident, event, claim or action against the Media Partner except where any claim or action arising from such incident or event shall also have

been made against TTL, in which case TTL and Media Partner shall agree how the claim or action shall be handled in the media so as to protect their respective interests.

60. **VARIATION**

Save where expressly set out in this Agreement, this Agreement may only be varied or amended with the written agreement of both parties. The details of any variations or amendments will be set out in such form as TTL may dictate and which may be substantially in the form set out in **Schedule 19** and will not be binding upon the parties unless completed in accordance with such form of variation.

61. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

61.1 Any:

61.1.1 TfL Affiliate will be entitled to enforce the terms of this Agreement;

61.1.2 Outgoing Concessionaire will be entitled to enforce **paragraph 2** of **Schedule 11**; and

61.1.3 Incoming Media Partner will be entitled to enforce **clause 33** of this Agreement and **paragraph 3** of **Schedule 11**,

each in accordance with the Contracts (Rights of Third Parties) Act 1999 (the "**Third Party Act**") and the terms of this Agreement as if it were expressly a party to this Agreement.

61.2 Save as provided in **clause 61.1**, the parties do not intend that any of the terms of this Agreement will be enforceable under the Third Party Act by any person.

61.3 Notwithstanding **clause 61.1**, the parties are entitled to vary or rescind this Agreement without the consent of any third party.

62. **NO RIGHTS OVER LAND**

The Media Partner acknowledges that nothing in this Agreement will create or is intended to create any interest in land whether by lease or licence or otherwise in relation to any part of the Estate. The Media Partner will have no exclusive rights over the Estate nor any rights to occupy any part of the Estate, other than a right to access the Estate to perform its obligations under this Agreement on the terms of this Agreement.

63. **LAW**

63.1 This Agreement will be governed by and construed in accordance with the Laws of England and Wales. Without prejudice to **clause 63.2**, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement provided that TTL has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Media Partner is incorporated or in which any assets of the Media Partner may be situated. The parties agree irrevocably to submit to that jurisdiction.

63.2 The parties will seek to resolve any dispute between them in accordance with the disputes procedure set out in **Schedule 17**.

THIS AGREEMENT has been signed for and on behalf of the parties the day and year written above.

Signed by [REDACTED])
for and on behalf of)
TRANSPORT)
TRADING LIMITED)

[REDACTED]

Signature of [REDACTED]

Date: 7 APRIL 2016

Witness Signature:

[REDACTED]

Print witness name and address:

[REDACTED]

Signed by [REDACTED])
for and on behalf of)
EXTERION MEDIA)
(UK) LIMITED)

[REDACTED]

Signature of [REDACTED]

Date: 7 April 2016

Witness Signature:

[REDACTED]

Print witness name and address:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

1 SCHEDULE 1

Mobilisation Plan

- 1. [REDACTED]
- 1.1 [REDACTED]
- 1.2 [REDACTED]
- 2. [REDACTED]
- 2.1 [REDACTED]
- 3. [REDACTED]
- 3.1 [REDACTED]
 - 3.1.1 [REDACTED]
 - 3.1.2 [REDACTED]
 - 3.1.3 [REDACTED]
- [REDACTED]
- 4. [REDACTED]
- 4.1 [REDACTED]
- 4.2 [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	

4.3

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

4.4

[Redacted text block]

2 SCHEDULE 2

Guarantee

Form of Guarantee

(Letterhead of Guarantor)

To:

Transport Trading Limited

[]

London

[]

England

Date:

Dear Sir/Madam

We, *[INSERT NAME OF GUARANTOR]* ("the Guarantor"), understand that you have agreed to enter into a partnering agreement ("the Advertising Partnering Agreement") with *[INSERT NAME OF MEDIA PARTNER]* ("the Media Partner") in respect of the grant of Advertising Rights on the [] on the condition that the obligations of the Media Partner under the Advertising Partnering Agreement be guaranteed by a Guarantor.

We are *[RECITE THE RELATIONSHIP OF THE GUARANTOR TO THE MEDIA PARTNER]*, and we warrant to you that this description of our relationship with/to the Media Partner is true and accurate.

IN CONSIDERATION of the foregoing and of the payment of £5 (five pounds) by you to us (receipt of which we hereby acknowledge) WE HEREBY AGREE AND UNDERTAKE with you as follows:

1. We unconditionally guarantee the proper and punctual performance by the Media Partner of all its financial obligations, undertakings and responsibilities in relation to the Advertising Partnering Agreement and we shall forthwith make good any default thereunder on the part of the Media Partner and we shall pay or be responsible for the payment by the Media Partner of all sums, liabilities, awards, losses, damages, costs, charges and expenses that may be or become due and payable under or arising out of the Advertising Partnering Agreement in accordance with its terms or otherwise by reason or in consequence of any such default on the part of the Media Partner.
2. This Guarantee shall be a continuing guarantee and shall remain in full force and effect until all financial obligations to be performed or observed by the Media Partner under or arising out of the Advertising Partnering Agreement have been duly and completely performed and observed and the Media Partner shall have ceased to be under any actual or contingent liability to you thereunder.
3. Any demand or other notice made by you under this Guarantee shall be duly made if sent by registered delivery post to us.
4. You shall be entitled to enforce this Guarantee without taking any proceedings or exhausting any right or remedy against the Media Partner or any other person or taking any action to enforce any other security, bond or guarantee.

PROVIDED THAT

5. We shall be under no greater obligation or greater liability under this Guarantee than we would have been under the Advertising Partnering Agreement if we had been named as the Media Partner in the Advertising Partnering Agreement.
6. Our obligations hereunder shall remain in full force and effect and shall not be affected or discharged by:



- 6.1 any alteration or variation to the terms of the Advertising Partnering Agreement made by agreement between you and the Media Partner;
 - 6.2 any alteration in the extent or nature or sequence or method or timing of the Media Partner's obligations to be carried out in relation to the Advertising Partnering Agreement;
 - 6.3 any time being given to the Media Partner or any other indulgence or concession to the Media Partner or any forbearance, forgiveness or any other thing done, omitted or neglected to be done under the Advertising Partnering Agreement;
 - 6.4 any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Media Partner under the Advertising Partnering Agreement;
 - 6.5 the release or waiver of any such bond, security or guarantee;
 - 6.6 any amalgamation or reconstruction or dissolution including liquidation of the Media Partner;
 - 6.7 the liquidation, administration, receivership or insolvency of the Media Partner;
 - 6.8 any legal limitation, disability or incapacity relating to the Media Partner (whether or not known to you);
 - 6.9 any invalidity in, irregularity affecting or unenforceability of the obligations of the Media Partner under the Advertising Partnering Agreement; or
 - 6.10 The following obligations shall remain in full force and effect and shall not be affected or discharged by the termination or expiry of the Advertising Partnering Agreement: (i) all of our financial obligations hereunder; (ii) any obligation of the Media Partner which is expressed to survive termination of the Advertising Partnering Agreement in the Advertising Partnering Agreement.
7. So long as we remain under any actual or contingent liability under this Guarantee, we shall not exercise any right of subrogation or any other right or remedy of a surety which we may have in respect of any payment made by or sum recovered from us pursuant to or in connection with this Guarantee or prove in any liquidation of the Media Partner in competition with you for any sums or liabilities owing or incurred to us by the Media Partner in respect of any such payment by or recovery from us to take or hold any security from the Media Partner in respect of any liability of us hereunder. We shall hold any monies recovered or security taken or held in breach of this provision in trust for you.
8. This Guarantee is irrevocable.
9. This Guarantee, executed and delivered as a deed, is governed by and shall be construed in accordance with English Law and is subject to the exclusive jurisdiction of the English Courts except that you and we have the right in our respective absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the other party are incorporated or in which any of its assets may be situated.
- (For non-UK resident Guarantors only:
10. For the purposes of this Guarantee we hereby appoint [INSERT] of [INSERT] (to be a London address) to accept service of process on our behalf, and service on the said [INSERT] at the said address shall be deemed to be good service on us; and we hereby irrevocably agree not to revoke or terminate such appointment.)

Executed as a Deed and delivered the day and year written above.

Executed as a Deed by) _____
 [Guarantor]) Director
 acting by a Director and the) _____
 Secretary or two Directors) _____
 Director/Secretary



Form of Legal Opinion for use with Guarantee

To:

Transport Trading Limited

[]

London

[]

England

Date:

Dear Sir/Madam

I am [general counsel] to [INSERT] and I am giving this legal opinion in connection with the making by [INSERT] of the Guarantee (as defined below) in your favour.

1. I have examined this Agreement of Guarantee (the "Guarantee") dated [DATE] made between [INSERT] (the "Guarantor") and Transport Trading Limited ("TTL"). Terms defined in or for the purpose of the Guarantee have the same meanings in this opinion.
2. Having considered the Guarantee and any other document, resolution or certificate I deemed necessary to enable me to give the opinion contained herein and having regard to all applicable laws of [INSERT] I am pleased to advise that in my opinion:
 - 2.1 the Guarantor was incorporated in [INSERT] on [INSERT] for an indefinite period as [a *limited company*] and is a separate legal entity, is subject to suit in its own name, and, to the best of my knowledge, no steps have been, or are being, taken to appoint a receiver or liquidator (or similar official or officer) over, or to wind up, the Guarantor;
 - 2.2 the Guarantor has the necessary power and authority, and all necessary corporate and other action (including approvals and consents of members, stockholders, debenture holders or governmental or other regulatory authorities) in [STATE] has been taken to enable the Guarantor to:
 - 2.2.1 sign and deliver the Guarantee and perform the obligations undertaken by it thereunder; and
 - 2.2.2 guarantee TTL in respect of the obligations of the Guarantor under the Guarantee; and implementation by the Guarantor of the foregoing will not cause:
 - 2.2.2.1 any limit on the Guarantor or its directors (whether imposed by the documents constituting the Guarantor, statute or regulation or, to the best of my knowledge, agreement or otherwise) to be exceeded;
 - 2.2.2.2 any law or order to be contravened;
 - 2.2.2.3 any default under, or give rise to an obligation to create any security interest of any nature whatsoever pursuant to, any agreement or other instrument or any judgment or other requirement known to us to which the Guarantor is a party or by which it or any of its assets is bound;
 - 2.3 the Guarantee has been properly signed and delivered on behalf of the Guarantor and the obligations on the part of the Guarantor contained in the Guarantee, assuming them to be valid and binding according to English law by which they are expressed to be governed, are valid and legally binding on and enforceable against the Guarantor under the laws of [INSERT] and in the courts of [INSERT];
 - 2.4 the signature, delivery and performance of the Guarantee by the Guarantor constitute private and commercial acts by it rather than public or governmental acts;
 - 2.5 the obligations of the Guarantor under the Guarantee rank at least equally and rateably (*pari passu*) in point of priority and security with all other unsecured obligations of the



Guarantor except for unsecured creditors whose claims are mandatorily preferred or deferred by law;

- 2.6 on the assumption that you are resident for tax purposes only in the UK there is no withholding in respect of duties, taxes or charges to be deducted from any payment, whether of principal, interest, fees or otherwise, to be made by the Guarantor pursuant to the Guarantee;

[FOR NON UK RESIDENT TAX GUARANTORS ONLY]:

- 2.7 [it is not necessary or advisable under the laws of *[INSERT]* in order to ensure the validity, enforceability and priority of the obligations of the Guarantor or the rights of TTL under the Guarantee that the Guarantee be filed, registered, recorded or notarised in any public office or elsewhere or that any other instrument relating thereto be signed, delivered, filed, registered or recorded, that any tax or duty be paid or that any other action whatsoever be taken;
- 2.8 there are no registration, or stamp taxes or duties payable in *[INSERT]* in connection with the signature, performance or enforcement by legal proceedings of the Guarantee;
- 2.9 TTL will not violate any law or regulation in *[INSERT]* nor become liable to tax in *[INSERT]* by reason of entering into the Guarantee or performing its obligations thereunder. It is not necessary to establish a place of business in *[INSERT]* in order to enforce any provisions of the Guarantee;
- 2.10 to the best of my knowledge, information and belief and after having made due enquiry the choice of English law to govern the Guarantee will be upheld as a valid choice of law in any action in the *[INSERT]* Courts;
- 2.11 the consent to the jurisdiction by the Guarantor contained in the Guarantee is valid and binding on the Guarantor and not subject to revocation;
- 2.12 to the best of my knowledge, information and belief and after having made due enquiry any judgment for a definite sum given by the High Court of Justice in England against the Guarantor would be recognised and accepted by the *[INSERT]* Courts without re-trial or examination of the merits of the case.]
3. I do not purport to be expert on and do not purport to be generally familiar with or qualified to express legal opinions based on any law other than the laws of *[INSERT]* and accordingly express no legal opinion herein based upon any law other than the laws of *[INSERT]*. This opinion is given as agent for and on behalf of *[INSERT]* only and is not given in a personal capacity.

Signed



3 SCHEDULE 3

Performance Standards and Performance Monitoring

Part 1 The Standards

1. Introduction

In exercising its rights and performing its obligations under this Agreement, the Media Partner will at its own cost comply with the Performance Standards in this schedule. The Performance Standards are intended to be of general application to the exercise of any of the Media Partner's rights and the performance of any of its obligations, and will apply to the extent that they are not expressly excluded or varied by the parties. The Performance Standards are minimum standards with which the Media Partner is required to comply and are without prejudice to the Media Partner's other obligations under this Agreement. The Media Partner will seek to exceed the Performance Standards wherever possible.

2. Advertising Estate Management

2.1 The Media Partner will keep clean and maintain and/or repair any part of the Estate in relation to which it may exercise any of its rights or must perform any of its obligations under this Agreement (including the Storage Facilities), in order that any such part of the Estate is (and remains) safe, clean, tidy, fully functional, of good appearance and in generally good order.

2.2 Without prejudice to the generality of **paragraph 2.1**, the Media Partner will put in place and implement a management programme (the "**Advertising Estate Management Programme**") of, without limitation, washing, painting, replastering, replacement, refitting, repairing, and carrying out condition surveys and safety inspections, insofar as the same is relevant to each part of the Estate in relation to which it may exercise any of its rights or must perform any of its obligations under this Agreement ("**Advertising Estate Management Activities**"). In relation to its Advertising Estate Management Programme, the Media Partner will:

2.2.1 comply with, at a minimum, the standards set out in the table in **paragraph 2.4** below;

2.2.2 report its compliance to TTL at the Review Meetings; and

2.2.3 carry out such further and/or alternative Advertising Estate Management Activities as TTL may reasonably request from time to time.

2.3 Additionally, the Media Partner will have regard at all times to the overall appearance of the Estate and when it is exercising its rights or performing its obligations under this Agreement, the Media Partner will maintain, and to the extent that is reasonably practicable, seek to improve, the overall appearance of the Estate. In particular, the Media Partner will:

2.3.1 ensure when Advertisements are posted that there is no build up of any adhesive material (where applicable) in an Advertising Space and the surrounding area, and that any mess or debris is cleared away to the reasonable satisfaction of TTL;

2.3.2 remove from the Estate all rubbish and other materials used or arising in relation to the exercise of the Media Partner's rights or the performance of its obligations under this Agreement, upon the completion of such activities, or in accordance with the Agreed Procedures and Method Statements in relation to that activity;



- 2.3.3 where any Advertising Spaces and/or Equipment are left untidy as a result of the Media Partner's implementation of its Advertising Estate Management Plan, clearly mark such Advertising Spaces and/or Equipment as being subject to planned maintenance;
- 2.3.4 promptly replace or remove torn or defaced Advertisements;
- 2.3.5 ensure that unused illuminated Advertising Spaces are not left with the lamp exposed, whether or not the lamp is illuminated;
- 2.3.6 minimise the number of Advertising Spaces that are without Advertisements;
- 2.3.7 ensure that Advertisements are kept up-to-date and that any out of date Advertisements are removed; and
- 2.3.8 in relation to Advertising Spaces that are without Advertisements, wherever possible, use filler material supplied by TTL.

2.4 The Media Partner's obligations under this **paragraph 2** are in addition to and without prejudice to its obligation in **paragraph 2.3** concerning the appearance of the Estate.



3. **Standards of Advertising Estate Management**

Ref:	Format of Advertising Space	Inspection - Frequency	Inspected For	Action/ Timetable	Reposting - Frequency	Stripping - Frequency	Repairs - General
3.1	WET POSTED other than cross track	Two Weekly	Condition of bill. Condition of site. Correctness of display.	Repost within 48 hours (subject to ability to gain access to site) Repairs ASAP (see repairs – General or refer to table at 7.5. for maximum faults repair timings)	Bookings longer than 1 month every 4-6 weeks	Every 4 Postings	Repairs will normally entail replastering, repainting or retiling. Materials will meet TTL Standards
3.2	CROSS TRACK – dry posting	Two Weekly in addition to an annual structural inspection	Condition of bill. Condition of site. Correctness of display.	Repairs ASAP (see repairs general or refer to table at 7.5. for maximum faults repair timings)	Bookings longer than 1 month every 4-6 weeks	Every poster posting. 3M film every 15 postings	Cross track frames will have an annual structural inspection. As per 3.1 WET POSTED above.
3.3	CROSS TRACK – wet posting	Two weekly in addition to an annual structural inspection	Condition of bill. Condition of site. Correctness of display.	Repairs ASAP (see repairs general or refer to table at 7.5. for maximum faults repair timings)	Bookings longer than 1 month every 4-6 weeks	Every 8 postings	Annual inspection of free standing boards. As per 3.1 WET POSTED above.
3.4	BACK ILLUMINATED BOXES	Two Weekly	Cleanliness of box. Structure of	Clean or repost within 24 hours. Boxes will be	As Required	N/A	Tubes will be replaced as required. All units will have an annual certificated maintenance inspection

Ref:	Format of Advertising Space	Inspection - Frequency	Inspected For	Action/ Timetable	Reposting - Frequency	Stripping - Frequency	Repairs - General
			<p>box.</p> <p>Correctness of display.</p>	<p>routinely cleaned every 2 months.</p> <p>Repairs (except for electrical) within 48 hours (see repairs - general)</p> <p>N.B. Certain sites will be subject to lift/escalator possession</p> <p>Refer also to table at 7.5. for maximum faults repair timings</p>			<p>and will comply with Institution of Electrical Engineers regulations.</p> <p>Broken glass will be made safe Immediately and replaced within 24 hours.</p> <p>Structural defects will be remedied within 48 hours.</p>
3.5	NON-ILLUMINATED BOXES	Two weekly	<p>Cleanliness of unit.</p> <p>Structure of box.</p> <p>Correctness of display.</p>	<p>Clean within 48 hours</p> <p>Repair within 48 hours</p> <p>Refer also to table at 7.5. for maximum faults repair timings</p>	Bookings longer than 1 month will be reposted every 4-5 weeks.	N/A	<p>Broken glass will be made safe immediately and replaced within 24 hours.</p> <p>Structural defects will be remedied within 48 hours.</p>
3.6	LIFT/ESCALATOR PANELS	Two weekly	<p>Condition of bills.</p> <p>Missing frames.</p> <p>Correctness of display.</p>	<p>Repost within 24 hours</p> <p>Frames will be replaced within 24 hours</p> <p>Refer also to table at 7.5. for</p>	As for non-illuminated boxes	N/A	<p>Broken glass will be made safe immediately and replaced within 24 hours.</p> <p>Frames to be replaced.</p>

Ref:	Format of Advertising Space	Inspection - Frequency	Inspected For	Action/ Timetable	Posting - Frequency	Stripping - Frequency	Repairs - General
				maximum faults repair timings			
3.7	TUBE/ TRAIN CAR PANELS	Two weekly	Condition of bills Condition of frames Correctness of display	Bills will be replaced within the 10 day cycle (see repairs - general) Refer also to table at 7.5. for maximum faults repair timings	Bookings longer than 1 month, every 4-6 weeks	N/A	Defective frames will be reported to and attended to by TTL depot staff.
3.8	DIGITAL, DEPs, LCDs, and Digital Ribbons.	The screens have diagnostics software; Media Partner should constantly monitor the 'broadcast' and notify their maintenance contractor(s) of any fault. In addition to this a monthly site visit is required. Furthermore, a two weekly inspection aligned to the posting cycle is required.	Diagnostics check: If screens are on or off. Check if screens are shut down because of overheating. Monthly visit: visual inspection of the screens to identify condition of frames and correctness of display and loop cycle. Two weekly	24h (subject to access in engineering hours). Damaged frames/units to be repaired within access booking arrangements. Refer also to table at 7.5. for maximum faults repair timings	N/A	N/A	Swap out digital panels. Reprogramming of hardware/ Equipment. Cleaning/ checking frames

Ref:	Format of Advertising Space	Inspection - Frequency	Inspected For	Action/ Timetable	Reposting - Frequency	Stripping - Frequency	Repairs - General
			inspection: Cleanliness and condition.				
3.9	DX3 platform side equipment, and DX3 3M screen.	Monthly site visit is required. With a two weekly inspection during the posting cycle Annual structural and 'The Lifting Operations and Lifting Equipment Regulations 1998' checks.	Monthly visit: visual inspection of the equipment to identify condition of equipment and correctness of display and loop cycle. Two Weekly inspection: Cleanliness and condition.	Refer also to table at 7.5. for maximum faults repair timings	N/A	N/A for platform side equipment. Annually for 3M Screens.	Repairs will normally entail lamp changes, swap out of projectors, cleaning and replacement train sensors. 3M cross track screens – cleaning/ replacement.
4.0	Landmark Sites	Two weekly visual checks aligning to posting cycle. Annual structural and 'The Lifting Operations and Lifting Equipment Regulations 1998' checks.	Two weekly: Cleanliness of display. Correctness of display. Condition of equipment.	Refer also to table at 7.5. for maximum faults repair timings	3 monthly for long term bookings (subject to Media Partner being provided with required access in accordance with this Agreement).	At end of booking	Preventative maintenance of drop down mechanism.

4. **Reporting compliance with the Performance Standards**

4.1 The Media Partner will be required to provide a report to TTL on its compliance with the Performance Standards in advance of each Quarterly Review Meeting, for discussion at the meeting, which will include the following information:

- 4.1.1 measures the Media Partner has put in place to ensure that it meets the Performance Standards, including without limitation, measures in place to secure compliance by its employees and its sub-contractors;
- 4.1.2 details of areas in which the Media Partner has met or exceeded the Performance Standards;
- 4.1.3 details of areas in which the Media Partner has failed to meet the Performance Standards, including the steps it will take in order to meet the Performance Standards and any action taken or to be taken in relation to employees or sub-contractors who have failed to meet the Performance Standards; and
- 4.1.4 any further information as TTL may reasonably require in order to assess the Media Partner's compliance with the Performance Standards.

Part 2 Performance Monitoring

The Media Partner's performance of its obligations under this Agreement will be assessed in accordance with **paragraphs 5 to 9** below. The Media Partner will be expected to achieve, at a minimum, the specified average Mystery Shopper Survey scores, the specified standard in relation to its working practices and the specified performance times for fault reporting. Failure by the Media Partner to achieve the specified minimum standards will lead to the payment by it of a Performance Monitoring Credit to TTL in accordance with **Schedule 4** and **paragraph 9** of this **Schedule 3**.

5. **Ambience - Mystery Shopper Survey**

- 5.1 The Media Partner's working methods and practices and the appearance of the Advertising Estate and the Advertisements will be assessed by way of a Mystery Shopper Survey ("**MSS**"). TTL reserves the right to introduce additional or alternative methods of assessment from time to time in relation to all or part of the Advertising Estate.
- 5.2 The scope of the MSS is to assess the performance of the Media Partner at the Advertising Estate (excluding Advertising Spaces out of charge from time to time). The parts of the Advertising Estate within the MSS at the Contract Commencement Date are the London Underground, the London Overground and Tramlink and TTL may include other transport modes in the scope of the MSS from time to time.
- 5.3 TTL may employ a third party (the "**Surveyor**") to carry out a MSS up to 4 (four) times in each 12 (twelve) calendar month period used by TTL as its financial year. The MSS will be carried out in relation to the Estate as a whole, and questions substantially in the form of the Annex to **Part 2** of this **Schedule 3** will be asked in relation to Advertising on the Estate, in relation to each area at each station forming part of the Advertising Estate. The parties acknowledge and agree that questions relating to London Overground and Tramlink will be developed and provided within 12 months of the Service Commencement Date for inclusion in the MSS.
- 5.4 If the Surveyor ceases to be an independent third party, then the Media Partner will be entitled to refer the matter for discussion at a meeting of the Partnering Board as set out in **Schedule 5**.
- 5.5 The Media Partner may object to the results of a MSS within 4 (four) weeks of the results being made available to the Media Partner, but such objection may be based only on the factual inaccuracies contained therein, and not on any opinion or any subjective judgement of the Surveyor.
- 5.6 The score achieved by the Media Partner for each area of a station will be weighted in accordance with the relative importance of each area of the station and such other factors as TTL may reasonably consider to be relevant and amalgamated to provide an average for

the relevant station (the "**Station Weighted Average**"). The Station Weighted Average will then be weighted in accordance with the number of passengers using that station and such other factors as TTL may reasonably consider to be relevant and averaged across the Estate to provide an overall average in relation to Advertising on the Estate (the "**Station Advertising Average**").

5.7 The score achieved by the Media Partner for each train line will be weighted in accordance with the number of passengers using that line and such other factors as TTL may reasonably consider to be relevant and averaged across the Estate to provide an overall average in relation to Advertising on the Estate trains (the "**Trains Advertising Average**").

5.8 The Media Partner must achieve the following averages in each Quarterly MSS:

	London Underground	London Overground	Croydon Tramlink	Crossrail Service Commencement Date 1	Crossrail Service Commencement Date 2
Minimum Station/ Stop Weighted Average	65	55 to 65	55 to 65	55 to 65	65
Minimum Station/ Stop Advertising Average	80	70 to 80	70 to 80	70 to 80	80
Minimum Trains/ Trams Advertising Average	80	70 to 80	70 to 80	70 to 80	80

In relation to those values where a range has been provided TTL will specify the specific value within 12 months of Service Commencement Date and the Media Partner will not be sanctioned in relation to any measure for which a range is provided for any period prior to the specific value being set.

5.9 If the Media Partner fails to achieve, in any MSS, at least:

5.9.1 the minimum Station Weighted Average required under **paragraph 5.8** in relation to any station, it will be awarded 5 (five) deficiency points for each station and each percentage point by which it fails to meet such minimum;

5.9.2 the minimum Station Advertising Average required for the relevant period under **paragraph 5.8**, it will be awarded 500 (five hundred) deficiency points for each percentage point by which it fails to meet such minimum; and/or

5.9.3 the minimum Trains Advertising Average required for the relevant period under **paragraph 5.8**, it will be awarded 100 (one hundred) deficiency points for each percentage point by which it fails to meet such minimum.

5.10 If, during any TTL Period, no MSS is carried out, the Media Partner will be deemed to have achieved the minimum averages set out in **paragraph 5.8**, and will not be awarded deficiency points in accordance with **paragraph 5.9**.

5.11 If, in TTL's reasonable opinion the Media Partner has consistently or seriously failed to achieve the required standard at a given station or overall, or if TTL is requested to do so by the Media Partner, TTL may (but is not required to) carry out an audit of such station(s) by reference to the Media Partner's obligations under this Agreement, the MSS criteria or as otherwise agreed (an "TTL Audit"), and in relation to such audit:

5.11.1 TTL will give the Media Partner notice of its intention to carry out a TTL Audit; and

5.11.2 the Media Partner will make available one or more of its Key Personnel to escort TTL's audit team, provided that if the Media Partner is unable to make available one of its Key Personnel, TTL may in any event carry out the TTL

Audit. The Key Personnel escorting TTL's audit team will not be entitled to intervene or interfere with the TTL Audit; and

5.11.3 any deficiencies recorded by TTL's audit team will be logged as faults, and the Media Partner will deal with them in accordance with **paragraph 6.4** below.

5.12 TTL may make changes to the MSS questions set out in the Annex to **Part 2** of this **Schedule 3** and/or use different sets of MSS questions at the same time as using those set out in the Annex to **Part 2** of this **Schedule 3**, provided that:

5.12.1 TTL will have regard to any reasonable objections of the Media Partner;

5.12.2 TTL will give the Media Partner three calendar months' notice of such changes; and

5.12.3 if, in the MSS immediately following the change(s), there is a change to the Advertising Average achieved by the Media Partner, such average will be deemed to be equivalent to the Advertising Average achieved by the Media Partner prior to the change, and the Advertising Average Minimum scores will be adjusted accordingly thereafter.

5.13 In relation to the Surveyor, TTL will ensure that it uses appropriately trained surveyors, it is able to undertake the MSS, and it is able to use the standard of skill and care reasonably expected from a person performing such function.

6. Working practices

6.1 The Media Partner's working practices will be assessed without warning by way of on site audits by TTL and/or the TTL Contractors to assess health and safety working practices, compliance with Agreed Procedures and method statements, currency of passes, permits and licences, etc.

6.2 If the Media Partner's working practices are found to be deficient, the Media Partner will be awarded the following hazard categories for each deficient activity, in accordance with the category of hazard presented by such deficiency, and the Media Partner will be required to remedy each deficiency with the following response times:

Hazard Category	Definition	Response Time	Deficiency Points
PRO	Dangerous practice which if allowed to continue could result in fatality or major loss to TTL or a TTL Contractor	n/a (work stopped)	20 (twenty)
A1	Contravention of a legal requirement and/or TTL rules, regulations, standards or a practice likely to cause a permanent disability, loss of life or body part and/or extensive loss of structure, equipment or material	Immediate - Within 24 hours	16 (sixteen)
A2	Contravention of a legal requirement; contravention of TTL rules, regulations and/or standards and practice	Within 14 days	10 (ten)
B	A condition or practice likely to cause serious injury or illness (resulting in temporary disability) or property damage that is disruptive but less severe than Class A; also a non-disruptive property damage; instance of bad working practice	Within 28 days	6 (six)
C	A condition or practice likely to cause minor (non-disabling) injury or illness or non-disruptive damage; any	Within 3 calendar months	4 (four)

Hazard Category	Definition	Response Time	Deficiency Points
	instance of bad working practice		

6.3 If the Media Partner is awarded a hazard category in accordance with **paragraph 6.2** above, it will notify TTL's Contract Manager of such award within 2 (two) days. The TTL Contract Manager will award deficiency points in respect of each hazard category awarded in accordance with the table in **paragraph 6.2** above.

6.4 TTL and/or the TTL Contractors will notify the Media Partner of changes to the hazard categories from time to time and, where it is reasonably necessary to do so, the parties will seek to agree a new system of deficiency points that closely represents the intention of the current system.

7. Fault reporting

7.1 The Media Partner will be required to exercise its rights and perform its obligations under this Agreement so as to avoid the occurrence of faults in relation to the Advertisements, Advertising Spaces, Equipment and/or any other matters connected with Advertising Activity. However, it is recognised that faults may occur, and therefore in relation to faults, the Media Partner will be required to remedy them as soon as is reasonably practicable.

7.2 Faults in relation to the Advertisements, Advertising Spaces, Equipment and/or any other matters connected with Advertising Activity on the Estate may be reported to the Media Partner or to the relevant Fault Reporting Centre ("FRC") operated by TTL or its Contractors. Where a relevant fault is notified to a FRC, it will be communicated to the Media Partner as soon as is reasonably practicable.

7.3 The categories of fault in relation to the Advertisements, Advertising Spaces, Equipment and/or any other matters connected with Advertising Activity as at the Contract Commencement Date will be as follows, and TTL will notify the Media Partner of changes to the categories of fault from time to time:

Cross Track	Response Time
Flapping Poster	Immediate
Cleaning	Critical
Rough Stripped	Critical
Minor Peeling	Immediate
Lift & Escalator Panels	
Graffiti/Gum/ Sticker	Urgent
Advert Missing/Damaged	Important
Missing Frame	Important
Broken glass	Immediate
6 Sheets, Scrollers, Showcase Squares & Similar	
Broken Glass	Immediate
Unit Door not closing Properly	Critical
Unlit/dirty	Urgent
Damage to frame	Urgent
Missing / slipped poster	Important
Non- Scrolling	Standard
Graffiti, Gum, Sticker	Urgent



Train Car Panels	
Damaged	Urgent
Missing	Important
Infrastructure	
Wear & Tear Faults	Important
Power Supply (failed, damaged supply)	Important
Broken Mechanical Parts	Standard
Plaster/Tiling	Standard
Replace Inventory	Long Term
Wet Posting	
Cleaning	Urgent
Flapping/Peeling	Urgent
Flapping/Peeling (Section 12 stations)*	Critical
Missing	Urgent
Graffiti/Sticker	Urgent
Miscellaneous	
Immediate Safety Concern	Immediate
Waste/Rubbish left on station	Critical
Replace Poster at LU Request	Critical
Offensive / Inappropriate poster	Critical
Digital	
Screen/ projector blank image	Immediate
Glass broken	Immediate
Graffiti/ sticker	Urgent

* This Performance Standard applies to stations designated under Section 12 of the Fire Precautions (Sub-surface Railway Stations) (England) Regulations 2009. It is set under applicable fire standards and is an essential safety issue.

7.4 The Media Partner will maintain a database of all faults reported to it (whether directly or via a FRC) (the "**Fault Database**"), including without limitation, the following information in relation to each fault:

- 7.4.1 the date and time at which it was reported and by whom;
- 7.4.2 its urgency;
- 7.4.3 the action that was taken and by whom; and
- 7.4.4 the date and time at which the fault was closed

and the Media Partner will provide TTL with an update of the Fault Database, in such form as TTL may reasonably require, in relation to each TTL Period no later than two weeks following the end of that period. A fault will be closed when it has been recorded as remedied in full by a duly authorised member of TTL or TTL Contractor's staff. In the case of any uncertainty, the TTL Contract Manager will ultimately determine when a fault has been closed.



- 7.5 The Media Partner will rectify a fault within the following time limits following notification, in accordance with the category of fault, as set out in **paragraph 7.3**.

Fault Category	Max. time for closure	Typical Reason for Rating
Immediate	8 Hours	Passenger/Staff Safety at risk
Critical	24 Hours	Potential safety risk if fault not rectified/ Extremely poor ambience / LU request for poster removal
Urgent	48 Hours	Infrastructure damage in passenger areas
Important	72 hours	Poor ambience / damaged structure
Standard	5 days	Standard day to day / wear and tear damage / Poor ambience
Non Urgent	7 days	Inventory replacement / Station substrate damage
Long Term	90 days	Maintenance or repairs requiring longer term planning or acquisition of parts

- 7.6 If the Media Partner fails to close a fault within the time limit set out in **paragraph 7.5**, it will be awarded the following number of deficiency points for each day (or part thereof) by which it missed the time limit:

Fault Category	Deficiency Points
Immediate	10 (ten)
Critical	8 (eight)
Urgent	6 (six)
Important	4 (four)
Standard	2 (two)
Non Urgent	1 (one)
Long Term	1 (one)

- 7.7 In respect of each provision of this **Schedule 3** that specifies a maximum time period for the Media Partner to rectify a fault, in the event that, through no fault of the Media Partner, the Media Partner is denied access to the relevant location by TTL when attempting to rectify the fault, the relevant period for which the Media Partner has been denied access will be added to the maximum time for closure of that fault upon receipt by TTL of reasonable evidence that the Media Partner was denied such access.

8. Incidents and Contraventions

- 8.1 If, in relation to the exercise by the Media Partner of its rights or the performance of its obligations under this Agreement:

8.1.1 the Media Partner is required to complete an Electronic Incident Report Form ("**EIRF**") in accordance with the QUENSH Conditions Manual, the Media Partner will complete the relevant EIRF and notify TTL's Contract Manager of such incident (the "**Incident**") as soon as is reasonably practicable, and in any event, within 24 (twenty four) hours of the occurrence of the Incident; and/or

8.1.2 Where there is an Incident as defined in TTL standard 1-556, Incident Reporting and Investigating (as revised or replaced) on the TTL network which is attributable to the activities or failure of the Media Partner, and occurs in its absence TTL will complete an EIRF in accordance with the QUENSH Conditions Manual, and will notify the Media Partner of such Incident as soon as is reasonably practicable. The Media Partner will accept the EIRF and comply with TTL's standard for Incidents.

8.1.3 TTL is issued with a contravention notice by the London Fire and Emergency Planning Authority (a "**Contravention**"), TTL will notify the Media Partner of the issue of such Contravention as soon as is reasonably practicable, and in any event, within 48 (forty eight) hours of receipt of the Contravention,

and the Media Partner will use its best endeavours to remedy or to assist TTL in remedying the situation giving rise to the Incident or Contravention.

8.2 In relation to Incidents occurring at Victoria Coach Station:

8.2.1 The Media Partner is required to contact the TTL Contract Manager at the earliest convenient time and in any event by no later than 24 hours after the Incident occurring to notify the TTL Contract Manager of the Incident;

8.2.2 The Media Partner is required to complete the relevant sections of the 'Victoria Coach Station Incident Report';

8.2.3 TTL will conduct an investigation into the incident using the information provided by the Media Partner. The Media Partner is required to complete the relevant fields on the 'Surface Transport Incident Report Form' and the Media Partner will use its best endeavours to remedy or to assist TTL in remedying the situation giving rise to the Incident.

8.3 In relation to Incidents occurring on Crossrail:

8.3.1 As stated in SQL 05.05, section 9.2.2, in the event of an accident or Incident, the Media Partner must record the details in Part A of the accident / incident form;

8.3.2 On completion of Part A, the form must be emailed immediately to the incident group address (incidents@mtrcrossrail.co.uk) and the TTL Contract Manager for investigation.

8.4 In relation to Incidents occurring on the London Overground:

8.4.1 The Media Partner is required to notify the 'Local Manager' at incident report address (LRCServiceDesk@carillionplc.com) and the TTL Contract Manager of any accident or Incident immediately, and submit a written report for the subsequent investigation. All such events shall be reported and investigated in accordance with LOROL SQE Manual Standard 5.5.

8.4.2 For accidents or Incidents involving contractor personnel occurring at Willesden TMD, the responsible 'LOROL Team Leader' shall ensure the details of the event are entered in the 'LOROL Accident Book' on the same day as the event occurring. For these events the 'LOROL Shift Manager' will complete an accident investigation form, which shall be passed to the 'LOROL Services Manager' upon completion.

8.5 In relation to Incidents occurring on DLR:

8.5.1 For all Incidents which impact operational performance, and/ or meet the criteria defined in table 1 of the Business Critical Process document, the Media Partner shall submit a written report in the format of the 48 Hour Report to the 'DLRL Head of Safety, Assurance and Change', and the TTL Contract Manager.

8.6 In relation to Incidents occurring on Tramlink:

8.6.1 The Media Partner is required to comply with the Tramlink Incident and accident reporting process generally in force from time to time.

8.7 Where the Media Partner has caused or contributed to the Incident or the issue of a Contravention, it will be awarded:

8.7.1 20 (twenty) deficiency points in relation to each Incident; and

8.7.2 200 (two hundred) deficiency points in relation to each issue of a Contravention.

9. **Performance Monitoring Credits**

The sum of £100 (one hundred pounds) will be payable by the Media Partner as a Performance Monitoring Credit for each deficiency point it has been awarded during a Quarter, adjusted in accordance with Indexation and payable in accordance with **Schedule 4**.

ANNEX 1

Annex to Part 2 of Schedule 3 – Mystery Shopper Survey Questions

SECTION 1 Train

Enter after TA1.1

AD0.0 Train advertising (*overall measure*)

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti. Do not include London Underground/TfL notices/maps or missing/empty panels.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include all bubbling, bulging, damage, wear, scuffs, scratches (not scratched Graffiti), loose edges, tears, inaccurate positioning within frame.

Scratched graffiti – include all scratched Graffiti.

Non-scratched Graffiti – include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Good	7.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Moderate	5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Poor	2.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Extremely Poor	0	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not applicable	NA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



SECTION 2 Platform

Enter after SA1.1d

**AD1.0 Trackside advertising posters
(overall measure)**

Assess only trackside posters immediately adjacent to the platform you are on. For platforms with no trackside posters, code NA.

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti. If advertising frame(s) empty but with remnants of ripped poster, code according to scale.

If no posters OR all sites completely empty/blacked out OR "site maintenance in progress" code NA for all measures.

Do not include London Underground/TfL posters unless in Media Partner frames.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include all damage, wear, scuffs, scratches (not scratched Graffiti), bubbling, loose edges, tears, inaccurate positioning within frame.

Scratched graffiti – include all scratched Graffiti.

Non-scratched Graffiti – include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD1.0a Cleanliness	AD1.0b Condition	AD1.0c Scratched Graffiti	AD1.0d Non-scratched Graffiti
Excellent	10	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Good	7.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Moderate	5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Poor	2.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Extremely Poor	0	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not applicable	NA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



**AD1.1 Trackside advertising frames
(overall measure)**

Rate the equipment used to house advertising; include regular poster sites, illuminated poster sites and electronic display sites.

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti on both frame and glass front. Exclude TfL Displays. If no display cases /only wet posting OR "site maintenance in progress" code NA.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include wear, scuffs, scratches (not scratched Graffiti), dents, corrosion, non-shutting frame.

Scratched graffiti – include all scratched Graffiti.

Non-scratched Graffiti – include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Good	7.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Moderate	5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Poor	2.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Extremely Poor	0	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not applicable	NA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



AD1.2a Platform cross track projectors working properly

Count how many cross-track projectors there are.

Enter the number:

Enter 0 if no cross track projectors

AD1.2b

Count how many cross-track projectors are not working correctly.

Projectors giving a flickering, distorted, fuzzy or unclear image should be included in the count.

Enter the number:

Score % working

Enter after SA1.2d

AD1.3 Platform advertising posters (overall measure)

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti. If advertising frame(s) empty but with remnants of ripped poster, code according to scale.

If no posters OR all sites completely empty/blacked out OR "site maintenance in progress" code NA for all measures.

Do not include London Underground/TfL posters unless in Media Partner frames.

Cleanliness - include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition - include all damage, wear, scuffs, scratches (not scratched Graffiti), bubbling, loose edges, tears, inaccurate positioning within frame.

Scratched graffiti - include all scratched Graffiti.

Non-scratched Graffiti - include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Good	7.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Moderate	5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Poor	2.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



Extremely Poor	0	0	0	0	0
Not applicable	NA	0	0	0	0

**AD1.4 Platform advertising display cases
(overall measure)**

Rate the equipment used to house advertising; include regular poster sites, illuminated poster sites and electronic display sites.

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti on both frame and glass front. Exclude TfL Displays. If no display cases /only wet posting OR "site maintenance in progress" code NA.

Cleanliness - include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition - include wear, scuffs, scratches (not scratched Graffiti), dents, cracked/broken glass, corrosion, non-shutting frame.

Scratched graffiti - include all scratched Graffiti.

Non-scratched Graffiti - include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Good	7.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Moderate	5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Poor	2.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Extremely Poor	0	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not applicable	NA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



AD1.5 Out of use platform illuminated poster sites

NON-
SCORED
COUNT

Out of use illuminated poster sites should be switched off.

How many illuminated display cases were lit with no advertising present?

Lit cases with a sheet of blank paper should be considered out of use.

Enter the number:

AD1.5a Platform electronic display screens working properly

Count how many platform electronic display screens there are.

Enter the number:

Enter 0 if no electronic display screens

AD1.5b

Count how many electronic display screens are not working correctly.

Flickering screens, screens that are not giving a clear crisp image or not displaying advertising should be included in the count.

Enter the number:

Score

% working

AD1.6 Reportable faults - NON-SCORED
platform/trackside advertising

Would any individual posters/display cases/frames be rated poor or extremely poor for condition, cleanliness or graffiti? Include all trackside and platform posters, display cases and frames.

Yes/no
(Yes activates camera)

Please take a photo of each advertising site rated poor or extremely poor.

AD1.7 Trackside and platform decommissioned advertising sites

Include only where the entire advertising site has been removed.

Where display cases have been removed, exposed area should be repaired in keeping with its surroundings. Check for remnants of old posters, exposed Graffiti, exposed areas not "made good". Previous wet posting sites should be blacked out.

Do not include sites temporarily without advertising eg display cases present but no poster inserted

NON-SCORED

All decommissioned sites correctly presented

One or more decommissioned sites not correctly presented

No decommissioned sites NA



SECTION 3 Routeway

Enter after SA2.1d

**AD2.0 Routeway advertising posters
(overall measure)**

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti. If advertising frame(s) empty but with remnants of ripped poster, code according to scale.

If no posters OR all sites completely empty/blacked out OR "site maintenance in progress" code NA for all measures.

Do not include London Underground/TfL posters unless in Media Partner frames.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include all damage, wear, scuffs, scratches (not scratched Graffiti), bubbling, loose edges, tears, inaccurate positioning within frame.

Scratched graffiti – include all scratched Graffiti.

Non-scratched Graffiti – include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Good	7.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Moderate	5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Poor	2.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Extremely Poor	0	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not applicable	NA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**AD2.1 Roadway advertising display cases
(overall measure)**

Rate the equipment used to house advertising; include regular poster sites, illuminated poster sites and electronic display sites.

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti on both frame and glass front. Exclude TfL Displays. If no display cases /only wet posting OR "site maintenance in progress" code NA.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include wear, scuffs, scratches (not scratched Graffiti), dents, cracked/broken glass, corrosion, non-shutting frame.

Scratched graffiti – include all scratched Graffiti.

Non-scratched Graffiti – include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Good	7.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Moderate	5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Poor	2.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Extremely Poor	0	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not applicable	NA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



AD2.2 Out of use routeway illuminated poster sites

NON-
SCORED
COUNT

Out of use illuminated poster sites should be switched off.

How many of the illuminated display cases were lit with no advertising present?

Lit cases with a sheet of blank paper should be considered out of use.

Enter the number:

AD2.2a Routeway electronic display screens working properly

Count how many routeway electronic display screens there are.

Enter the number:

Enter 0 if no electronic display screens

AD2.2b

Count how many electronic display screens are not working correctly.

Flickering screens, screens that are not giving a clear crisp image or not displaying advertising should be included in the count.

Enter the number:

Score

% working



Lifts

Enter after S2.5d

**AD2.3 Lift advertising posters
(overall measure)**

Include posters in lifts. Do not include other areas of the routeway.

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti. If advertising frame(s) empty but with remnants of ripped poster, code according to scale.

If no posters OR all sites completely empty/blacked out OR "site maintenance in progress" code NA for all measures.

Do not include London Underground/TfL posters unless in Media Partner frames.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include all damage, wear, scuffs, scratches (not scratched Graffiti), bubbling, loose edges, tears, inaccurate positioning within frame.

Scratched graffiti – include all scratched Graffiti.

Non-scratched Graffiti – include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	0	0	0	0
Good	7.5	0	0	0	0
Moderate	5	0	0	0	0
Poor	2.5	0	0	0	0
Extremely Poor	0	0	0	0	0
Not applicable	NA	0	0	0	0



AD2.4 Lift advertising display cases (overall measure)

Rate the equipment used to house advertising.

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti on both frame and glass front. Exclude Tfl Displays. If no display cases /only wet posting OR "site maintenance in progress" code NA.

Cleanliness - include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition - include wear, scuffs, scratches (not scratched Graffiti), dents, cracked/broken glass, corrosion, non-shutting frame.

Scratched graffiti - include all scratched Graffiti.

Non-scratched Graffiti - include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Good	7.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Moderate	5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Poor	2.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Extremely Poor	0	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not applicable	NA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



Escalators

Enter after SA2.2d

**AD2.5 Escalator advertising posters
(overall measure)**

Include posters alongside escalators. Do not include other areas of the routeway.

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti. If advertising frame(s) empty but with remnants of ripped poster, code according to scale.

If no posters OR all sites completely empty/blacked out OR "site maintenance in progress" code NA for all measures.

Do not include London Underground/TfL posters unless in Media Partner frames.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include all damage, wear, scuffs, scratches (not scratched Graffiti), bubbling, loose edges, tears, inaccurate positioning within frame.

Scratched graffiti – include all scratched Graffiti.

Non-scratched Graffiti – include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	0	0	0	0
Good	7.5	0	0	0	0
Moderate	5	0	0	0	0
Poor	2.5	0	0	0	0
Extremely Poor	0	0	0	0	0
Not applicable	NA	0	0	0	0

**AD2.6- Escalator advertising display cases
(overall measure)**

Rate the equipment used to house advertising; include regular poster sites, illuminated poster sites and electronic display sites.

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti on both frame and glass front. Exclude TfL Displays. If no display cases /only wet posting OR "site maintenance in progress" code NA.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include wear, scuffs, scratches (not scratched Graffiti), dents, cracked/broken glass, corrosion, non-shutting frame.

Scratched graffiti – include all scratched Graffiti.

Non-scratched Graffiti – include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Good	7.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Moderate	5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Poor	2.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Extremely Poor	0	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not applicable	NA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



**AD2.7 Escalator illuminated display sites
(overall measure)**

Were the escalator illuminated display sites working properly? Sites that are not illuminated or flickering on and off are not working correctly.

NON-SCORED

All working correctly
Up to 5% not working correctly
5% to 30% not working correctly
30% to 60% not working correctly
60% to 100% not working correctly
NA

**AD2.8 Escalator electronic display screens
(overall measure)**

Were the escalator electronic display screens working properly? Sites that are not illuminated, flickering, not displaying a clear crisp image or not displaying advertising are not working correctly.

All working correctly	10
Up to 5% not working correctly	9
5% to 30% not working correctly	5
30% to 60% not working correctly	2
60% to 100% not working correctly	0
NA	NA

**AD2.9 Reportable faults - NON-
routeway (inc. escalator/lift) advertising SCORED**

Would any individual posters/display cases be rated poor or extremely poor for condition, cleanliness or graffiti? Include routeway and escalator/lift posters and display cases.

Yes/no
(Yes activates camera)

Please take a photo of each advertising site rated poor or extremely poor.

**AD2.10 Routeway decommissioned
advertising sites**

Include only where the entire advertising site has been removed.

Where display cases have been removed, exposed area should be repaired in keeping with its surroundings. Check for remnants of old posters, exposed Graffiti, exposed areas not "made good". Previous wet posting sites should be blacked out.

Do not include sites temporarily without advertising eg display cases present but no poster inserted.

NON-SCORED

All decommissioned sites correctly presented
One or more decommissioned sites not correctly presented
No decommissioned sites

NA



SECTION 4 Ticket Hall

Enter after SA3.1d

**AD3.0 Ticket hall advertising posters
(overall measure)**

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti. If advertising frame(s) empty but with remnants of ripped poster, code according to scale.

If no posters OR all sites completely empty/blacked out OR "site maintenance in progress" code NA for all measures.

Do not include London Underground/TfL posters unless in Media Partner frames.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include all damage, wear, scuffs, scratches (not scratched Graffiti), bubbling, loose edges, tears, inaccurate positioning within frame.

Scratched graffiti – include all scratched Graffiti.

Non-scratched Graffiti – include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Good	7.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Moderate	5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Poor	2.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Extremely Poor	0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not applicable	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**AD3.1 Ticket hall advertising display cases
(overall measure)**

Rate the equipment used to house advertising; include regular poster sites, illuminated poster sites and electronic display sites.

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti on both frame and glass front. Exclude TfL Displays. If no display cases /only wet posting OR "site maintenance in progress" code NA.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include wear, scuffs, scratches (not scratched Graffiti), dents, cracked/broken glass, corrosion, non-shutting frame.

Scratched graffiti – include all scratched Graffiti.

Non-scratched Graffiti – include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Good	7.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Moderate	5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Poor	2.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Extremely Poor	0	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not applicable	NA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

AD3.2 Out of use ticket hall illuminated poster sites

NON-
SCORED
COUNT

Out of use illuminated poster sites should be switched off.

How many illuminated display cases were lit with no advertising present?

Lit cases with a sheet of blank paper should be considered out of use.

Enter the number:

AD3.2a Ticket hall electronic display screens working properly

Count how many ticket hall electronic display screens there are.

Enter the number:

AD3.2b

Count how many electronic display screens are not working correctly.

Flickering screens, screens that are not giving a clear crisp image or not displaying advertising should be included in the count.

Enter the number:

Score

% working



**AD3.3 Gateline advertising vinyls
(overall measure)**

Assess Cleanliness, condition, Assess both paid and unpaid sides of Gatetime

If no vinyls code NA.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include any damage, scuffs, bubbling, loose edges, tears.

	Score	O AD3.3a Cleanliness	O AD3.3b Condition
Excellent	10	O	O
Good	7.5	O	O
Moderate	5	O	O
Poor	2.5	O	O
Extremely Poor	0	O	O
Not applicable	NA	O	O

AD3.4 Reportable faults – ticket hall advertising NON-SCORED

Would any individual posters/display cases be rated poor or extremely poor for condition, cleanliness or graffiti? Include all ticket hall posters, display cases and gateway advertising vinyls (if relevant).

Yes/no
(Yes activates camera)

Please take a photo of each advertising site rated poor or extremely poor.



AD3.5 Ticket hall decommissioned advertising sites

Include only where the entire advertising site has been removed.

Where display cases have been removed, exposed area should be repaired in keeping with its surroundings. Check for remnants of old posters, exposed Graffiti, exposed areas not "made good". Previous wet posting sites should be blacked out.

Do not include sites temporarily without advertising eg display cases present but no poster inserted

NON-SCORED

All decommissioned sites correctly presented

One or more decommissioned sites not correctly presented

No decommissioned sites NA



Subway

Enter after SA3.14d

**AD3.6 Subway advertising posters
(overall measure)**

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti. If advertising frame(s) empty but with remnants of ripped poster, code according to scale.

If no posters OR all sites completely empty/blacked out OR "site maintenance in progress" code NA for all measures.

Do not include London Underground/TfL posters unless in Media Partner frames.

Cleanliness - include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition - include all damage, wear, scuffs, scratches (not scratched Graffiti), bubbling, loose edges, tears, inaccurate positioning within frame.

Scratched graffiti - include all scratched Graffiti.

Non-scratched Graffiti - include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Good	7.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Moderate	5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Poor	2.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Extremely Poor	0	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not applicable	NA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**AD3.7 Subway advertising display cases
(overall measure)**

Rate the equipment used to house advertising; include regular poster sites, illuminated poster sites and electronic display sites.

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti on both frame and glass front. Exclude TfL Displays. If no display cases /only wet posting OR "site maintenance in progress" code NA.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include wear, scuffs, scratches (not scratched Graffiti), dents, cracked/broken glass, corrosion, non-shutting frame.

Scratched graffiti – include all scratched Graffiti.

Non-scratched Graffiti – include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Good	7.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Moderate	5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Poor	2.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Extremely Poor	0	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not applicable	NA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

AD3.8 Out of use subway illuminated poster sites NON-SCORED COUNT

Out of use illuminated poster sites should be switched off.

How many illuminated display cases were lit with no advertising present?

Lit cases with a sheet of blank paper should be considered out of use.

Enter the number:

IF THERE ARE ELECTRONIC DISPLAY SCREENS ANSWER SA3.14d

AD3.8a Subway electronic display screens working properly

Count how many subway electronic display screens there are.

Enter the number:

AD3.8b

Count how many electronic display screens are not working correctly.

Flickering screens, screens that are not giving a clear crisp image or not displaying advertising should be included in the count.

Enter the number:

Score % working

AD3.9 Reportable faults – subway advertising NON-SCORED

Would any individual posters/display cases be rated poor or extremely poor for condition, cleanliness or graffiti? Include all subway posters and display cases.

Yes/no

(Yes activates camera)

Please take a photo of each advertising site rated poor or extremely poor.

AD3.10 Subway decommissioned advertising sites

Include only where the entire advertising site has been removed.

Where display cases have been removed, exposed area should be repaired in keeping with its surroundings. Check for remnants of old posters, exposed Graffiti, exposed areas not "made good". Previous wet posting sites should be blacked out.

Do not include sites temporarily without advertising eg display cases present but no poster inserted



NON-SCORED

All decommissioned sites correctly presented

One or more decommissioned sites not correctly presented

No decommissioned sites

NA



SECTION 5 Departure Platform

Enter after SA5.1d

**AD5.0 Trackside advertising posters
(overall measure)**

Assess only trackside posters immediately adjacent to the platform you are on. For platforms with no trackside posters, code NA.

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti. If advertising frame(s) empty but with remnants of ripped poster, code according to scale.

If no posters OR all sites completely empty/blacked out OR "site maintenance in progress" code NA for all measures.

Do not include London Underground/TfL posters unless in Media Partner frames.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include all damage, wear, scuffs, scratches (not scratched Graffiti), bubbling, loose edges, tears, inaccurate positioning within frame.

Scratched graffiti – include all scratched Graffiti.

Non-scratched Graffiti – include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	0	0	0	0
Good	7.5	0	0	0	0
Moderate	5	0	0	0	0
Poor	2.5	0	0	0	0
Extremely Poor	0	0	0	0	0
Not applicable	NA	0	0	0	0



**AD5.1 Trackside advertising frames
(overall measure)**

Rate the equipment used to house advertising; include regular poster sites, illuminated poster sites and electronic display sites.

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti on both frame and glass front. Exclude TfL Displays. If no display cases /only wet posting OR "site maintenance in progress" code NA.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include wear, scuffs, scratches (not scratched Graffiti), dents, corrosion, non-shutting frame.

Scratched graffiti – include all scratched Graffiti.

Non-scratched Graffiti – include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Good	7.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Moderate	5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Poor	2.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Extremely Poor	0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not applicable	NA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AD5.2a Platform cross track projectors working properly

Count how many cross-track projectors there are.

Enter the number:

Enter 0 if no cross track projectors

AD5.2b

Count how many cross-track projectors are not working correctly.

Projectors giving a flickering, distorted, fuzzy or unclear image should be included in the count.

Enter the number:

Score

% working



Enter after SA5.2d

**AD5.3 Platform advertising posters
(overall measure)**

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti. If advertising frame(s) empty but with remnants of ripped poster, code according to scale.

If no posters OR all sites completely empty/blacked out OR "site maintenance in progress" code NA for all measures.

Do not include London Underground/TfL posters unless in Media Partner frames.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include all damage, wear, scuffs, scratches (not scratched Graffiti), bubbling, loose edges, tears, inaccurate positioning within frame.

Scratched graffiti – include all scratched Graffiti.

Non-scratched Graffiti – include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Good	7.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Moderate	5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Poor	2.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Extremely Poor	0	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not applicable	NA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



**AD5.4 Platform advertising display cases
(overall measure)**

Rate the equipment used to house advertising; include regular poster sites, illuminated poster sites and electronic display sites.

Assess cleanliness, condition, scratched Graffiti and non-scratched Graffiti on both frame and glass front. Exclude TfL Displays. If no display cases /only wet posting OR "site maintenance in progress" code NA.

Cleanliness – include all dust, dirt, staining, marks, chewing gum/gum residue.

Condition – include wear, scuffs, scratches (not scratched Graffiti), dents, cracked/broken glass, corrosion, non-shutting frame.

Scratched graffiti – include all scratched Graffiti.

Non-scratched Graffiti – include painted, written or sprayed Graffiti, stickers or marks where Graffiti has been removed.

	Score	AD0.0a Cleanliness	AD0.0b Condition	AD0.0c Scratched Graffiti	AD0.0d Non- scratched Graffiti
Excellent	10	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Good	7.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Moderate	5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Poor	2.5	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Extremely Poor	0	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Not applicable	NA	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>



AD5.5 Out of use platform illuminated poster sites

NON-
SCORED
COUNT

Out of use illuminated poster sites should be switched off.

How many illuminated display cases were lit with no advertising present?

Lit cases with a sheet of blank paper should be considered out of use.

Enter the number:

AD5.5a Platform electronic display screens working properly

Count how many platform electronic display screens there are.

Enter the number:

Enter 0 if no electronic display screens

AD5.5b

Count how many electronic display screens are not working correctly.

Flickering screens, screens that are not giving a clear crisp image or not displaying advertising should be included in the count.

Enter the number:

Score

% working

AD5.6 Reportable faults - NON-SCORED
platform/trackside advertising

Would any individual posters/display cases/frames be rated poor or extremely poor for condition, cleanliness or graffiti? Include all trackside and platform posters, display cases and frames.

Yes/no
(Yes activates camera)

Please take a photo of each advertising site rated poor or extremely poor.

AD5.7 Trackside and platform decommissioned advertising sites

Include only where the entire advertising site has been removed.

Where display cases have been removed, exposed area should be repaired in keeping with its surroundings. Check for remnants of old posters, exposed Graffiti, exposed areas not "made good". Previous wet posting sites should be blacked out.

Do not include sites temporarily without advertising eg display cases present but no poster inserted

NON-SCORED

All decommissioned sites correctly presented

One or more decommissioned sites not correctly presented

No decommissioned sites NA



4 SCHEDULE 4

Fees and Payment

1. Definitions

- 1.1 In this Schedule the following expressions shall have the following meanings unless inconsistent with the context:

Amortisation Period shall mean the period over which TTL Capital Expenditure is fully amortised in accordance with the Agreed Amortisation Policy.

Capex Item shall mean a good, service or work (or any group of goods, services or works with the same Amortisation Period) to be purchased or leased pursuant to a Capex Project as approved by the Partnering Board;

Capex Item Tranche means a payment made by TTL to the Media Partner in a single TTL Period in respect of a single Capex Item;

Financial Reports are the set of documents (in such form as TTL shall specify from time to time including as set out in **Schedule 22**) to be provided to TTL by the Media Partner in respect of each TTL Period reporting on the financial performance of the Advertising Estate including the calculation and breakdown of the Fees;

TTL Capital Expenditure is the amount TTL has paid to the Media Partner for the purchase or lease of a Capex Item as approved by the Partnering Board;

TTL Investment Preference Payment is a component of the Fees. It is defined in **paragraph 2.2** below;

TTL Return Value is the return rate TTL requires for TTL Capital Expenditure incurred pursuant to this Agreement; and

TTL Revenue Share is a component of the Fees. It is defined in **paragraph 2.4** below.

2. Fees

- 2.1 In each TTL Period during the term of this Agreement, the Media Partner will pay Fees to TTL calculated as set out below. Example calculations are provided in Annex B.

Fees per TTL Period = TIPP + TRS + PMC

Where:

TIPP = TTL Investment Preference Payment (see **paragraph 2.2**)

TRS = TTL Revenue Share (see **paragraph 2.3**)

PMC = Performance Monitoring Credits (see **paragraph 2.4** and **Schedule 3**)

Each amount is expected to be a positive number.

2.2 TTL Investment Preference Payment ("TIPP") shall be calculated as set out below:

Principles used for the purposes of the calculation:

- separate calculations are to be made for each Capex Item Tranche of TTL Capital Expenditure; and
- the TIPP payable in a TTL Period shall be the sum total of all such calculations made in that TTL Period.

$$\text{TIPP} = \text{TACPP} + (\text{NVPP} \times \text{ETPR})$$

Where:

$$\text{TACPP} = \text{TCE} / \text{TAP}$$

And:

TACPP = Amortisation charge per TTL Period for each Capex Item Tranche.

TCE = TTL Capital Expenditure as agreed by the Partnering Board.

TAP = Total Amortisation Periods

The total Amortisation Periods for the TTL Capital Expenditure will be set by the relevant Agreed Amortisation Policy.

NVPP = Net Value of a Capex Item Tranche per TTL Period.

This refers to the unamortised value of each Capex Item Tranche per TTL Period, which equals the Capex Item Tranche less the cumulative amortisation charge for that Capex Item Tranche for all TTL Periods up to and including the TTL Period in which the calculation is made.

ETPR = Effective TTL Period Rate

This is set at 0.47%, which equates to 6.29% annual rate for TTL's return value.

Where all Amortisation Periods in respect of a Capex Item Tranche have passed since the first TIPP was made in respect of that Capex Item Tranche, and all TIPP payments in relation to that Capex Item Tranche for those amortisation periods have been paid no more TIPP shall be made in respect of that Capex Item Tranche.

If TTL Capital Expenditure is made when the period until expiry or termination of the Agreement is less than the remaining Total Amortisation Periods, the Media Partner will make TIPP payments as calculated above for all TTL Periods until expiry or termination of the Agreement. Upon expiry or termination of the Agreement the title and ownership of assets subject to TTL Capital Expenditure which remain unamortised will remain with TTL (save for those assets where it is agreed pursuant to the relevant Capex Project that title and ownership shall remain otherwise than with TTL).

2.3 TTL Revenue Share (TRS) in each TTL Period shall be calculated as follows:

$$\text{TRS} = \text{the greater of [0 (zero) or } ((\text{GR} - \text{TIPP}) \times \text{OP})]$$



Where:

GR = Gross Revenue in that TTL Period

TIPP = TTL Investment Preference Payment payable in that TTL Period

(see paragraph 2.2)

OP = Offer Percentage (see paragraph 2.4.1 below)

2.3.1  

- 2.3.1 The Offer Percentage is [REDACTED]
- 2.4 PMC is the Performance Monitoring Credit calculated and payable in accordance with **Schedule 3**. This will be payable Quarterly in relation to deficiency points earned in the relevant Quarter so in other TTL Periods the PMC payable shall be nil.
3. Media Partner payment of Fees to TTL
- 3.1 The Media Partner shall deliver to TTL the Financial Reports within 10 Business Days of the end of each TTL Period.
- 3.2 The Financial Reports will include a register of the total TTL Capital Expenditure with the following non exhaustive items for each Capex Item Tranche:
- 3.2.1 amount of TTL Capital Expenditure;
- 3.2.2 date of payment of money from TTL to Media Partner;
- 3.2.3 period of payment in accordance with Annex A;
- 3.2.4 project name and identification code;
- 3.2.5 TIPP payment due to TTL by TTL Period; and
- 3.2.6 remaining periods of amortisation
- 3.3 The Financial Reports will include details of the Gross Revenue in relation to that TTL Period.
- 3.4 The Financial Reports will include details and calculation of the PMC in relation to that TTL Period.
- 3.5 The Financial Reports shall contain sufficient information to fulfil the Media Partner's audit responsibility under **clause 9.3** in respect of the calculation and payment of the Fees.
- 3.6 Following receipt of the Financial Reports in respect of each TTL Period, TTL may request reasonable additional information and the Media Partner shall supply this as soon as reasonably practicable.
- 3.7 Within 10 Business Days of receiving the Financial Reports or as soon as reasonably practical thereafter, TTL shall notify the Media Partner that TTL:
- 3.7.1 agrees the statement and calculation of Fees payable; or
- 3.7.2 disputes the statement and calculation of Fees payable.
- 3.8 If TTL considers that the Fees paid or payable by the Media Partner have not been calculated correctly and TTL has been or would be under-paid or over-paid ("**Disputed Fees**"), TTL will notify the Media Partner including an explanation in reasonable detail of why TTL disputes the calculation, and the parties' Contract Managers will work together to resolve the issue promptly and in good faith. The Media Partner's Contract Manager will provide TTL's Contract Manager with all information and documentation requested in order to verify the Disputed Fees. If the Contract Managers are unable to agree the amount of the Disputed Fees, the dispute will be subject to **clause 62**. If it is determined that there has been an under-payment, the Media Partner will immediately pay the shortfall to TTL in accordance with **paragraph 3.10**. If it is determined that there has been an over-payment, TTL will issue a credit note to the Media Partner for the amount of the overpayment and the Media Partner will deduct such sum from the Fees due to TTL in the next TTL Period. For the avoidance of doubt the Media Partner shall pay any undisputed Fees in accordance with **paragraph 3.9**.
- 3.9 If the agreed or determined Financial Reports states that there are Fees payable by the Media Partner to TTL in respect of the relevant TTL Period, TTL will submit an invoice for the amount of such Fees to the Media Partner.

3.10 All payments of Fees will be deposited within 2 Business Days of the date of receipt of invoice into TTL's bank account, as notified by TTL to the Media Partner, by electronic transfer, or into such other account and/or by such other means as TTL may notify in writing to the Media Partner from time to time, and an advice note will be sent by the Media Partner to the TTL Contract Manager and to the TTL Accounts Department (at the address notified by TTL from time to time), indicating the amount of the payment, what the payment is for and confirming that payment has been made.

3.11 If any provision of this Agreement provides for invoices or requests for payments to be sent to TTL, the address to which they should be sent is:

Transport for London
Accounts Payable
PO Box 45276
Pier Walk
London
SE10 1AJ

or such other address as TTL may from time to time specify.



Annex A – TTL Periods

This Annex details the financial year, period number, duration and period start dates of each Accounting Period:

	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Period 1	01/04/2016	01/04/2017	01/04/2018	01/04/2019	01/04/2020	01/04/2021	01/04/2022	01/04/2023	01/04/2024
Period 2	01/05/2016	30/04/2017	29/04/2018	28/04/2019	03/05/2020	02/05/2021	01/05/2022	30/04/2023	28/04/2024
Period 3	29/05/2016	28/05/2017	27/05/2018	26/05/2019	31/05/2020	30/05/2021	29/05/2022	28/05/2023	26/05/2024
Period 4	26/06/2016	25/06/2017	24/06/2018	23/06/2019	28/06/2020	27/06/2021	26/06/2022	25/06/2023	23/06/2024
Period 5	24/07/2016	23/07/2017	22/07/2018	21/07/2019	26/07/2020	25/07/2021	24/07/2022	23/07/2023	21/07/2024
Period 6	21/08/2016	20/08/2017	19/08/2018	18/08/2019	23/08/2020	22/08/2021	21/08/2022	20/08/2023	18/08/2024
Period 7	18/09/2016	17/09/2017	16/09/2018	15/09/2019	20/09/2020	19/09/2021	18/09/2022	17/09/2023	15/09/2024
Period 8	16/10/2016	15/10/2017	14/10/2018	13/10/2019	18/10/2020	17/10/2021	16/10/2022	15/10/2023	13/10/2024
Period 9	13/11/2016	12/11/2017	11/11/2018	10/11/2019	15/11/2020	14/11/2021	13/11/2022	12/11/2023	10/11/2024
Period 10	11/12/2016	10/12/2017	09/12/2018	08/12/2019	13/12/2020	12/12/2021	11/12/2022	10/12/2023	08/12/2024
Period 11	08/01/2017	07/01/2018	06/01/2019	05/01/2020	10/01/2021	09/01/2022	08/01/2023	07/01/2024	05/01/2025
Period 12	05/02/2017	04/02/2018	03/02/2019	02/02/2020	07/02/2021	06/02/2022	05/02/2023	04/02/2024	02/02/2025
Period 13	05/03/2017	04/03/2018	03/03/2019	01/03/2020	07/03/2021	06/03/2022	05/03/2023	03/03/2024	02/03/2025
Period 13 Ends	31/03/2017	31/03/2018	31/03/2019	31/03/2020	31/03/2021	31/03/2022	31/03/2023	31/03/2024	31/03/2025

Annex B – Example TIPP calculations

The example set out in this Annex uses a full financial year (with 13 TTL Periods) to illustrate TIPP calculations. It assumes that every TTL Period's Gross Revenues is £10 million and £1 million TTL Capital Expenditure was invested in TTL Period 4:

Example Year (£ '000)													
TTL Periods	1	2	3	4	5	6	7	8	9	10	11	12	13
Gross Revenues	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Capital Expenditure				1,000									

Assume the Amortisation Period for the TTL Capital Expenditure is 5 years.

The Capital Expenditure is made in period 4, therefore the TIPP payment will need to be calculated and paid from Period 4 onwards.

In period 4, there is no amortisation charge, therefore the amount will be based on the outstanding value of capital invested:

$$TIPP = \text{Total amortisation charged per TTL Period} + \text{Net Value per TTL Period} \\ \times \text{effective TTL Period rate}$$

$$= \text{Zero} + [1000k - \text{Zero}] \times 0.47\% = 4.7k$$

For Period 5, TIPP will include the repayment of the amortisation element, as well as the return on the remaining capital, and will be calculated as:

$$TIPP = \text{Total amortisation charged per TTL Period} + \text{Net Value per TTL Period} \\ \times \text{effective TTL Period rate}$$

$$= \frac{1000k}{(5 \times 13)} + [1000k - (\frac{1000k}{5 \times 13}) \times 1] \times 0.47\% = 20.02k$$

Similarly, for Period 6, TIPP will be calculated as:

$$TIPP = \text{Total amortisation charged per TTL Period} + \text{Net Value per TTL Period} \\ \times \text{effective TTL Period rate}$$

$$= \frac{1000k}{(5 \times 13)} + [1000k - (\frac{1000k}{5 \times 13}) \times 2] \times 0.47\% = 19.94k$$

In summary:

Example Year (13 TTL Periods) (£'000)													
TTL Periods	1	2	3	4	5	6	7	8	9	10	11	12	13
Capital Expenditure				1000									
Capital repayment	-	-	-	-	15.38	15.38	15.38	15.38	15.38	15.38	15.38	15.38	15.38
Return on capital				4.70	4.63	4.56	4.49	4.41	4.34	4.27	4.20	4.12	4.05
Total TIPP payment	-	-	-	4.70	20.02	19.94	19.87	19.80	19.73	19.65	19.58	19.51	19.44



5 SCHEDULE 5

Governance and Partnering

Part 1 Governance and Partnering

1. General Provisions

- 1.1 TTL and the Media Partner have agreed to work collaboratively in relation to the delivery of this Agreement and, in particular, to
- 1.2 share the knowledge and expertise of both parties;
- 1.3 create a dynamic and creative forum for discussion and development of ideas and proposals;
- 1.4 create a working environment where decision making processes are clearly governed and optimised;
- 1.5 improve the quality of the offering to third parties;
- 1.6 maximise the financial return to both parties; and
- 1.7 manage costs and operational efficiency.

2. Governance Structure

- 2.1 The Partnering Board shall be established by the parties immediately on the Contract Commencement Date and in accordance with **paragraph 3 of Part A** of this **Schedule 5**. The Partnering Board will:
 - 2.1.1 oversee the development and delivery of the Advertising Strategy;
 - 2.1.2 set and ensure the alignment of objectives; and
 - 2.1.3 consider and, if agreed, approve the Reserved Matters.
- 2.2 The Advertising Strategy shall be developed by the Media Partner in consultation with TTL and submitted to the Partnering Board within 30 days of the Contract Commencement Date. The Advertising Strategy will build and develop upon the key operational, technological, commercial and financial commitments set out on the Agreement.
- 2.3 The Advertising Strategy shall be reviewed, developed and refreshed when necessary following presentation and approval at the Partnering Board.
- 2.4 The parties will be bound by the decisions of the Partnering Board made in accordance with this **Schedule 5**.
- 2.5 In the event of a conflict between the Advertising Strategy and this Agreement, this Agreement shall prevail.
- 2.6 Certain working groups shall be established (collectively, the "**Working Groups**") in order to (a) oversee and be responsible for certain activities on behalf of the Partnering Board, (b) inform and make recommendations to the Partnering Board and (c) report to the Partnering Board in respect of such activities.
- 2.7 The Working Groups established as at the Contract Commencement Date are:
 - 2.7.1 the Commercial Innovation Working Group;
 - 2.7.2 the Technology Innovation Working Group; and
 - 2.7.3 the Operational Activity Working Group.

- 2.7.4 the Data Forum;
 - 2.7.5 the Innovation Steering Board; and
 - 2.7.6 The Innovation Landscape Review.
- 2.8 The Partnering Board shall have the right to alter the roles and responsibilities of Working Groups, disband Working Groups and to create any new Working Groups as it deems fit.
 - 2.9 The initial members of the Working Groups established as at the Contract Commencement Date are set out in **paragraph 4.1 of Part A of Schedule 5** below.
 - 2.10 Each Working Group shall have the respective roles and responsibilities ascribed to such Working Group as set out in this **Schedule 5** and their respective terms of reference.
 - 2.11 Representatives of TTL and the Media Partner shall meet to review the operation of this Agreement in accordance with **paragraph 5 and Part B of this Schedule 5**.
 - 2.12 The parties agree that they will commit the requisite human resource in order to comply with this **Schedule 5**.

3. **Partnering Board**

Role and Responsibility

- 3.1 The Partnering Board shall be responsible for the following matters:
 - 3.1.1 strategic priorities;
 - 3.1.2 monitoring of delivery (both financial and non-financial) against the Advertising Strategy and the Annual Business Plan;
 - 3.1.3 approval of changes to the Advertising Strategy and the Annual Business Plan;
 - 3.1.4 use and spend of the Capex Commitment in accordance with **paragraph 6.1**;
 - 3.1.5 requesting additional financial support from TTL and the Media Partner in relation to proposed innovation (for example via Capex Proposals) which is supported by the Partnering Board;
 - 3.1.6 considering any issues relating to the financial provisions of this Agreement including those relating to the accounting of Gross Revenues. Gross Revenue accounting issues include the apportionment of revenues to the Agreement deriving from agreements to which the Media Partner is a party which include advertising activities outside the Advertising Estate; and
 - 3.1.7 monitoring, guidance and oversight of the Working Groups;

Partnering Board members

- 3.2 The maximum number of Partnering Board members shall be six (6) and the minimum number shall be four (4). The Partnering Board shall at all times comprise an equal number of representatives from TTL and the Media Partner.
- 3.3 The initial members of the Partnering Board as at the Contract Commencement Date are as follows:
 - 3.3.1 [REDACTED] (TTL)
 - 3.3.2 [REDACTED] (TTL)
 - 3.3.3 [REDACTED] (TTL)
 - 3.3.4 [REDACTED] (Media Partner)



3.3.5 [REDACTED] (Media Partner)

3.3.6 [REDACTED] (Media Partner)

- 3.4 Each of TTL and the Media Partner may at any time remove their nominated members from office and appoint another person(s) in their place. All such appointments or removals shall be in writing and shall take effect upon either (i) lodgement at (in the case of appointment or removal of Media Partner members) 4th Floor, East Wing, 55 Broadway, London SW1H 0BD or (in the case of appointment or removal of TTL members) lodgement at the address for notices to the Media Partner under the terms of **clause 51** or (ii) on delivery to a meeting of the Partnering Board. Each party will ensure that it has in place members nominated to attend and participate in the Partnering Board and will promptly appoint a replacement or additional member if circumstances arise that require.
- 3.5 TTL and the Media Partner shall only appoint members to the Partnering Board who are appropriately qualified and have the requisite experience for such position.
- 3.6 The meetings shall be chaired by a member appointed by TTL.
- 3.7 The Partnering Board may, from time to time, invite other persons to attend and speak at meetings of the Partnering Board but, for the avoidance of doubt, such persons shall not be members of the Partnering Board and shall have no right to vote at such meetings. For example, members of the Working Groups may be invited to attend the Partnering Board.

Meetings

- 3.8 The quorum necessary for the transaction of business at any Partnering Board meeting shall be two (2) members provided that at least one (1) member appointed by each party is present. If there is no quorum within thirty minutes following the start time of the meeting or if there ceases to be a quorum at any time when business is to be transacted during the meeting, the meeting shall be adjourned for five Business Days. Notice of the adjourned meeting shall be given to all the members by one of the members present at the original meeting. If at the adjourned meeting a quorum is not present within thirty minutes following the start time of the meeting, the members present shall constitute a quorum provided that in no circumstances can (i) a resolution on a Reserved Matter or (ii) any other resolution of the Partnering Board which commits a party to any liability in relation to a Capex Proposal or Capital Project or otherwise, be passed unless a member from each party is present at the meeting.
- 3.9 Partnering Board meetings shall be held at least monthly on dates agreed by the members of the Partnering Board provided that any member may call a meeting at any time by not less than fifteen (15) Business Days' notice of each meeting (or such shorter period of notice in respect of any particular meeting as may be agreed by all members).
- 3.10 Notice of the adjourned meeting shall be given to all the Partnering Board members by one of the members present at the original meeting. If at the adjourned meeting a quorum is not present within thirty minutes following the start time of the meeting, the members present shall constitute a quorum.
- 3.11 Outside of the above meeting frequency a Partnering Board can be called as an Emergency Meeting.
- 3.12 The notice of each meeting shall specify:
- 3.12.1 the date;
 - 3.12.2 the venue;
 - 3.12.3 the time;
 - 3.12.4 the business to be transacted at such meeting; and
 - 3.12.5 details of any Reserved Matters to be discussed at such meeting.

- 3.13 All Partnering Board meetings shall be held at a venue reasonably convenient for all the members and will be permitted by electronic means whereby all parties to the meeting can hear and be heard by all other parties to the meeting.

Voting rights

- 3.14 Each member shall be entitled to one vote. The chairman shall not have a second or casting vote.
- 3.15 A resolution in respect of a Reserved Matter shall only be passed if approved unanimously by the members present at the meeting.
- 3.16 Any other resolution shall be passed if approved by a majority of the members present at the meeting provided that such majority includes at least one representative of TTL and one representative of the Media Partner.
- 3.17 The Partnering Board itself does not have the authority to enter into an agreement on behalf of either TTL or the Media Partner (including in respect of any commitment to further expenditure or liability), nor does the Partnering Board exercise any such power on their behalf. If the implementation of a proposed resolution would require TTL and/or the Media Partner to commit to further expenditure or incur liability (for example, a resolution approving a Capex Proposal), the Partnering Board shall prepare (or require the relevant Working Group to prepare) the contractual terms proposed to implement the resolution. These contractual terms will form part of the proposed resolution, and an approval of the resolution will be an approval of the contractual terms. If such a resolution is passed, the relevant contractual terms will be signed by the authorised representatives of (and be binding of) TTL and the Media Partner. Notwithstanding any other provisions of this Agreement, neither TTL nor the Media Partner shall have any obligation to implement a Capex Project unless and until such contractual terms are so signed.
- 3.18 In the event that a resolution is not approved then such matter shall not be regarded as a dispute and accordingly and for the avoidance of doubt such decision shall not be reviewed in accordance with the dispute resolution process set out in **Schedule 17**.

Reserved Matters

- 3.19 The following are "**Reserved Matters**":
- 3.19.1 approval of a Capex Proposal;
 - 3.19.2 approval of a budget for Research and Development;
 - 3.19.3 approval of changes to the Advertising Strategy;
 - 3.19.4 any exclusion from the scope of the exclusive rights to Advertise on the Estate granted to the Media Partner pursuant to **clause 3.1.1** of the Agreement; and
 - 3.19.5 any other matter which is expressly designated as a "Reserved Matter" by a unanimous resolution of the Partnering Board.
- 3.20 The Media Partner agrees and undertakes that it will procure that members of the Partnering Board nominated by the Media Partner will not oppose a Capex Proposal put forward to the Partnering Board and supported by TTL unless, in the reasonable opinion of the Media Partner, the Media Partner is materially disadvantaged by the implementation of such Capex Proposal and the consequences of such implementation.
- 3.21 If a resolution in relation to a Capex Proposal is not approved due to TTL not supporting such resolution and at that time the Partnering Board has not approved Capex Proposals up to the limit specified in **paragraph 1.1** of **Schedule 8** the matter will not be subject to the dispute resolution process in **Schedule 17** but the Media Partner may require TTL to support the bringing forward of alternative Capex Proposals up to the limit in **paragraph 1.1** of **Schedule 8**.

4. Working Groups



4.1 The initial members of the Working Groups as at the Contract Commencement Date are as follows:

4.1.1 the Commercial Innovation Working Group:

- 4.1.1.1 [REDACTED] (Media Partner);
- 4.1.1.2 [REDACTED] (Media Partner);
- 4.1.1.3 [REDACTED] (Media Partner);
- 4.1.1.4 [REDACTED] (Media Partner);
- 4.1.1.5 [REDACTED] (TTL);
- 4.1.1.6 [REDACTED] (TTL); and
- 4.1.1.7 two additional members nominated by TTL not later than 30 days prior to Service Commencement Date.

4.1.2 the Technology Innovation Working Group:

- 4.1.2.1 [REDACTED] (Media Partner);
- 4.1.2.2 [REDACTED] (Media Partner);
- 4.1.2.3 [REDACTED] (Media Partner);
- 4.1.2.4 [REDACTED] (Media Partner);
- 4.1.2.5 [REDACTED] (TTL); and
- 4.1.2.6 three additional members nominated by TTL not later than 30 days prior to Service Commencement Date.

4.1.3 the Operational Activity Working Group:

- 4.1.3.1 [REDACTED] (Media Partner);
- 4.1.3.2 [REDACTED] (Media Partner);
- 4.1.3.3 [REDACTED] (Media Partner);
- 4.1.3.4 [REDACTED] (TTL); and
- 4.1.3.5 two additional members nominated by TTL not later than 30 days prior to Service Commencement Date.

4.1.4 the Data Forum (to meet quarterly):

- 4.1.4.1 [REDACTED] (Media Partner);
- 4.1.4.2 [REDACTED] (Media Partner);
- 4.1.4.3 [REDACTED] (Media Partner);
- 4.1.4.4 [REDACTED] (Media Partner); and
- 4.1.4.5 four members nominated by TTL not later than 30 days prior to Service Commencement Date.

4.1.5 the Innovation Steering Group:

- 4.1.5.1 [REDACTED] (Media Partner);

[REDACTED]

- 4.1.5.2 [REDACTED] (Media Partner);
- 4.1.5.3 two members (one with commercial experience, one with technology experience) nominated by TTL not later than 30 days prior to Service Commencement Date;
- 4.1.5.4 Individuals, primarily external to the parties, appointed by the Media Partner (with the approval of TTL) with the intention that they represent the following stakeholder groups:
 - (a) media businesses;
 - (b) telecoms;
 - (c) online businesses;
 - (d) social media;
 - (e) payment services;
 - (f) technology; and
 - (g) experience (such as representatives from City ID).
- 4.1.6 Innovation Landscape Review (to meet twice a year):
 - 4.1.6.1 all of the members of the Innovation Steering Group; and
 - 4.1.6.2 all of the members of the Partnering Board.
- 4.2 The terms of reference for the Working Groups established as at the Contract Commencement Date are set out in **Appendix 1** to this schedule. The Partnering Board may establish new Working Groups and will issue such Working Groups with terms of reference on or within 30 days of the Working Group being established. The terms of reference for any Working Group may be amended by the Partnering Board from time to time. Each Working Group will hold its initial meeting within 30 days of its terms of reference being established.
- 4.3 The Partnering Board shall not be obliged to accept the recommendations of the Working Groups.
- 4.4 Each of TTL and the Media Partner may by notice in writing to the other party at any time remove their nominated members from the Working Groups and appoint another person(s) in their place.
- 5. **Management And Administration**
 - 5.1 TTL will nominate the first Project Manager and may change the Project Manager from time to time. TTL will consult with the Partnering Board in relation to the identity of the Project Manager.
 - 5.2 TTL will notify the Partnership Board of any change in the identity of the Project Manager during the term of this Agreement.
 - 5.3 The Project Manager may nominate a temporary replacement or delegate to act in their place if they are unavailable.
 - 5.4 The Project Manager will be responsible for:
 - 5.4.1 organising all meetings and actions provided for in **Part 1** of this **Schedule 5**;
 - 5.4.2 providing appropriate secretarial support for the Partnering Board and the Working Groups; and

5.4.3 facilitating discussions (where appropriate) between the Contract Managers and the Partnering Board and/or Working Groups.

6. **Capex Proposals and Capex Projects**

6.1 The parties acknowledge and agree that TTL has made certain commitments to make capital expenditure (the "**Capex Commitment**") in order to maximise potential revenue from the exercise of the Advertising Rights and undertaking the Advertising Activities and to improve the quality of the Advertising Estate. Further details in relation to the Capex Commitment are set out in **Schedule 8**.

6.2 The use of the Capex Commitment shall be decided by the Partnering Board in accordance with details specified in the Agreement and the Advertising Strategy.

6.3 The Working Groups, shall identify potential uses of the Capex Commitment, and/or use of additional funding, and consider opportunities proposed by TTL or the Media Partner including the Capital Projects detailed in **paragraph 1 of Schedule 8** (each a "**Capex Opportunity**").

6.4 The Working Groups, in relation to each Capex Opportunity, shall together prepare a briefing paper and business case (a "**Capex Proposal**") which will be presented at the next meeting of the Partnering Board.

6.5 Any Capex Proposal will include the following information:

6.5.1 an overview of the proposal;

6.5.2 the Advertising Spaces or any other locations on the Estate relevant to the proposal;

6.5.3 a technical and commercial description of the proposal;

6.5.4 a business case justifying the capital investment;

6.5.5 the supplemental terms, over and above the terms of the Agreement, which will apply to the Media Partner regarding the implementation of the proposal, including:

6.5.5.1 the duty of care which will be exercised by the Media Partner in connection with the design for the implementation of the proposal, which duty of care will be not less than all the reasonable skill, care and diligence to be expected of a professional designer of the appropriate discipline experienced in designing works of a similar scope, size, nature and complexity to the relevant proposal;

6.5.5.2 a requirement that the relevant Advertising Activities required to implement the proposal will be carried out by the Media Partner regularly and diligently in a good and workmanlike manner, free from defects and using good quality materials specified or selected using the duty of care referred to above;

6.5.5.3 a requirement that the relevant Advertising Activities required to implement the proposal will be carried out by the Media Partner in accordance with Laws, TTL Standards, British and European Standards, all applicable method statements, planning permissions, consents and approvals which are relevant to the proposal;

6.5.5.4 insurance arrangements in addition to or supplementing those set out in the Agreement;

6.5.5.5 a mechanism which will allow the parties to vary the proposal and/or the relevant Advertising Activities required to implement the proposal;

- 6.5.5.6 specific interface requirements and restrictions in connection with the relevant Advertising Activities required to implement the proposal;
- 6.5.5.7 any asset protection requirements;
- 6.5.5.8 additional health and safety requirements;
- 6.5.5.9 rights of inspection and audit for TTL and relevant stakeholders;
- 6.5.5.10 the details of any termination events;
- 6.5.5.11 payments by the Media Partner for disruption to the Estate.
- 6.5.6 the further contractual arrangements proposed to implement the proposals;
- 6.5.7 the financial arrangements that are proposed to be put in place, and the revenues that are likely to be generated for TTL, including details of:
 - 6.5.7.1 the amount which will be payable by TTL (if any), complying with the requirements of **Part C of Schedule 8**, in respect of the implementation of the proposal including whether the amount is a fixed price or based on reimbursement of agreed expenditure;
 - 6.5.7.2 the instalments, stage payments or milestone payments in which the amount referred to in **paragraph 6.5.7.1** will be paid by TTL including the mechanism by which the amount due at each instalment, stage or milestone will be calculated;
 - 6.5.7.3 provisions for allocation of cost overrun risk;
- 6.5.8 the proposed mechanism for the calculation of TTL's fees, any associated risks, dependencies or proposed obligations on TTL and the costs that are likely to be incurred by TTL;
- 6.5.9 details of the approvals required in accordance with **Schedule 9**;
- 6.5.10 the additional electricity load (if any) required to implement the Capex Proposal and to power any Equipment installed under that Capex Proposal.
- 6.5.11 details of the safety arrangements that will be needed;
- 6.5.12 a timetable for implementation;
- 6.5.13 identification of any equipment, tooling and structures to be introduced onto the Estate for use in the exercise of the Advertising Rights and the performance of the Advertising Activities relating to the Capex Proposal which will not be TTL Equipment;
- 6.5.14 any other information that the Working Groups consider the Partnering Board may reasonably require; and
- 6.5.15 whether the Working Group, together with other Working Groups where appropriate, supports the proposal together with an explanation of such position.
- 6.6 Where a Capex Proposal involves any third party supply, including by any TTL Contractor, the Media Partner will demonstrate to the Operational Activity Working Group that it has obtained not less than three estimates and/or put the supply out to competitive tender to not less than three persons and will provide relevant details. Where the Media Partner intends to supply work, materials and equipment itself, it will estimate these at its normal commercial rates.
- 6.7 Any Capex Proposal must be compliant with Law including, but not limited to, regulations relating to public procurement and State aid.

- 6.8 The Partnering Board may:
- 6.8.1 reject the Capex Proposal; or
 - 6.8.2 request further information or views from the Working Groups, in which case the Capex Proposal will be amended and represented at the next meeting of the Partnering Board; or
 - 6.8.3 approve the Capex Proposal, upon the occurrence of which the Capex Proposal will become a "**Capex Project**".
- 6.9 If the Partnering Board agrees to the terms of a Capex Proposal then, once the contractual terms forming part of the Capex Project are signed the Operational Activity Working Group shall oversee the implementation of the Capex Project by the Media Partner on such terms including the settlement of any supplemental or other contractual terms, the oversight of the implementation of the project, the initial forum for the discussion of any disputes between the parties with a view to resolution, the approval and management of payments due and the monitoring of the implementation of the project to a timely completion and successful implementation.
- 6.10 Where the Partnering Board has agreed a Capex Project and the contractual terms forming part of the Capex Project are signed, then unless the Capex Project as approved provides to the contrary the Media Partner will implement the same in accordance with the agreed timetable and the Media Partner will promptly notify the Operational Activity Working Group if it is unable to meet any milestone or key date. The Partnering Board shall agree the required actions if the Media Partner is unable to meet any milestone or key date on a case by case basis.

7. **Innovation Proposals**

- 7.1 The parties acknowledge and agree that the Commercial Innovation Working Group and Technology Innovation Working Group shall proactively consider Innovation and, the parties acknowledge and agree that they may make further commitments to introduce Innovation through the bringing forward and implementation of Capex Proposals relating to Innovation.

Part 2 Contract Management

8. General Provisions

- 8.1 The Media Partner and TTL will each nominate a Contract Manager. The Media Partner will obtain TTL's prior written approval to its appointment of a Contract Manager and each of the parties will confirm their appointment by notice in writing to the other.
- 8.2 TTL will notify the Media Partner of any change in the identity of its Contract Manager during the term of this Agreement, and the Media Partner will seek TTL's prior written approval of and notify any approved change in the identity of its Contract Manager during the term of this Agreement. TTL will be entitled to refuse to give approval or to require the appointment of a replacement Contract Manager if it has reasonable grounds on which to do so.
- 8.3 The Contract Managers (or any temporary replacement or delegate nominated in writing by either of them) will be authorised to make decisions relating to this Agreement and will be responsible for:
- 8.3.1 dealing with all matters arising in connection with the performance of obligations and the exercise of rights under this Agreement;
 - 8.3.2 organising all meetings and actions provided for in **Part B** of this **Schedule 5**, including without limitation, Quarterly Review Meetings and Annual Review Meetings (collectively "**Review Meetings**") and such other meetings as may be required from time to time;
 - 8.3.3 providing and allowing access to all information and documentation to which the Media Partner or TTL (as the case may be) and their agents sub-contractors or professional advisors are entitled pursuant to this Agreement (subject to the provisions in respect of confidentiality set out in **clause 36**);
 - 8.3.4 providing details to the other party of each of their Key Personnel and their responsibilities; and
 - 8.3.5 providing authorisation on behalf of the parties in accordance with **clause 60** in respect of all variations, additions, deletions, substitutions or amendments to this Agreement.

9. Annual Business Plan

- 9.1 No less than 60 (sixty) days prior to the Service Commencement Date the Media Partner following consultation with TTL via the Commercial Innovation Working Group will provide to TTL the first business plan in relation to its plans for exploitation of the Advertising Rights for the following Financial Year.
- 9.2 Not less than 3 (three) calendar months before the start of each Financial Year thereafter the Media Partner will provide to TTL an updated Annual Business Plan in relation to its plans for exploitation of the Advertising Rights for the following Financial Year.
- 9.3 The business plan ("**Annual Business Plan**") (a) will be aligned to the Advertising Strategy; (b) will provide additional supporting details to those set out in the Advertising Strategy; and (c) will, as a minimum, set out the following for the relevant Financial Year:
- 9.3.1 the Media Partner's Gross Revenue forecasts split by asset type together with details of key assumptions underlying such forecasts;
 - 9.3.2 the Media Partner's plans in relation to the maintenance, repair and/or replacement of the Advertising Estate or any part thereof; and
 - 9.3.3 any other plans of the Media Partner in relation to the Advertising Estate.
- 9.4 There will follow a 2 (two) calendar month period of consultation between the parties. TTL may accept, reject or require the Media Partner to amend its Annual Business Plan.

9.5 The Contract Managers will review the Media Partner's implementation of the Annual Business Plan jointly at the Review Meetings.

10. **Management Structure**

10.1 The TTL Contract Manager and the Media Partner's Contract Manager will each establish a team of senior management with delegated responsibility for managing this Agreement, which will meet on a regular basis to review this Agreement and discuss service, business, financial, strategic and contractual issues and will be of appropriate seniority and with appropriate levels of authority to take necessary decisions.

10.2 The TTL Contract Manager and the Media Partner's Contract Manager will each nominate a temporary replacement or delegate in writing to act in their place if they are unavailable.

11. **Review Meetings**

11.1 Review Meetings will be held quarterly and at such more frequent intervals as the parties may agree, or upon either party's Contract Manager giving reasonable written notice to the other party's Contract Manager. The Review Meeting held in the last quarter of each Financial Year will be designated the Annual Review Meeting for the Financial Year just ended.

11.2 The matters for review at Quarterly Review and Annual Review Meetings will include consideration of:

11.2.1 the Media Partner's report on its compliance with the Performance Standards;

11.2.2 the Media Partner's implementation of its Annual Business Plan;

11.2.3 the financial and other performance of this Agreement against the Annual Business Plan and the Advertising Strategy;

11.2.4 the assurance and risk management information which the Media Partner is required to maintain under **clause 42**, including consideration of any incidents;

11.2.5 the Media Partner's statement of the total Gross Revenues associated with the management of the Advertising Estate during the previous Quarter (including a breakdown of revenues by major categories of Advertising and site type or such other detail and information as TTL may reasonably request including details of discounts applied from current rate card (or any alternative standard pricing) and non-monetary revenues) and the Media Partner's statement of the TTL Revenue Share and calculation of the Fees in relation to the previous Quarter;

11.2.6 (at the first Review Meeting following the end of each Financial Year only) the Media Partner's auditor's statements of the total value of Gross Revenues and non-monetary consideration received or receivable by the Media Partner during the previous Financial Year;

11.2.7 details of any Advertising Spaces that have become Unsold Advertising Space or Unused Advertising Spaces and review of the reasons why;

11.2.8 the Media Partner's report of any complaints about Advertisements under **clause 15**;

11.2.9 the Media Partner's summary of agreements of the Media Partner with Commercial Clients where all or part of the consideration from the Commercial Client is non-monetary, and any significant variations to the Media Partner's standard terms and conditions of business for Advertisements on the Estate, each as referred to in **clause 14.3.1** and **14.3.3**;

11.2.10 the summary of the Register as required under **clause 23.3**;

11.2.11 any changes or proposed changes by TTL to the Approvals, the Advertising Policy, the Access Procedure, the Requirements including the QUENSH Conditions Manual, WORM or any other TTL Standards;

- 11.2.12 any changes or proposed changes to the Advertising Estate under **clause 19**;
 - 11.2.13 any changes or proposed changes by TTL to the use of or access to the Storage Facilities under **clause 24**;
 - 11.2.14 any changes or proposed changes to be made to the method of calculating Rates under **clause 25**;
 - 11.2.15 any other matters that may have arisen, or be likely to arise, in relation to the parties' compliance with their obligations under this Agreement, and the advantageous development of Advertising Opportunities.
- 11.3 The matters for review at Annual Review Meetings will additionally include consideration of:
- 11.3.1 the Media Partner's Annual Business Plan;
 - 11.3.2 the copy of the Register as required under **clause 23.3**;
 - 11.3.3 the Media Partner's standard terms for Advertising Packages on the Estate;
 - 11.3.4 the Media Partner's steps to assist and cooperate with TTL in its efforts to eliminate unlawful racial discrimination and to promote equality of opportunity, in accordance with **Schedule 20**;
 - 11.3.5 any necessary changes to the Media Partner's Health and Safety Plan and its Health and Safety Policy statement, Alcohol and Drugs Policy statement; and
 - 11.3.6 at TTL's request the financial standing of the guarantor
- 11.4 Save as otherwise expressly provided, each party will be required to provide to the other party not less than 28 (twenty eight) days prior to the Review Meeting, upon receiving reasonable written notice of such information requirements from the other party:
- 11.4.1 such information as may be reasonably required in order to fully review the matters that are to be reviewed at the Review Meeting; and
 - 11.4.2 any other information as that party is required to provide to the other in accordance with the terms of this Agreement.

12. Conduct of Review Meetings

- 12.1 TTL's Contract Manager will preside as chairman of the Review Meetings, or if TTL's Contract Manager is not present at a Review Meeting, his delegate will preside as chairman.
- 12.2 The Review Meetings will be attended by the parties' Contract Managers and such of the Key Personnel as may be reasonably required to attend in order to consider the matters under review.

13. [REDACTED]

13.1 [REDACTED]

13.1.1 [REDACTED]

13.1.2 [REDACTED]

13.1.3 [REDACTED]

[REDACTED]

13.1.4

[REDACTED]

[REDACTED]

APPENDIX 1

Terms of Reference of Working Groups

1. The Data Forum

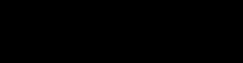
- 1.1 [Redacted]
- 1.2 [Redacted]
- 1.3 [Redacted]
- 1.4 [Redacted]
- 1.5 [Redacted]
- 1.6 [Redacted]
- 1.7 [Redacted]

2. The Innovation Steering Group

- 2.1 [Redacted]
- 2.1.1 [Redacted]
- 2.1.2 [Redacted]
- 2.1.3 [Redacted]
- 2.1.4 [Redacted]

3. The Commercial Innovation Working Group

- 3.1 [Redacted]
- 3.1.1 [Redacted]
- 3.1.1.1 [Redacted]
- 3.1.1.2 [Redacted]
- 3.1.1.3 [Redacted]
- 3.1.2 [Redacted]
- 3.1.2.1 [Redacted]
- 3.1.2.2 [Redacted]



3.1.2.3 [Redacted]

3.1.3 [Redacted]

4. **The Technology Innovation Working Group:**

4.1 [Redacted]

4.1.1 [Redacted]

4.1.1.1 [Redacted]

4.1.1.2 [Redacted]

4.1.1.3 [Redacted]

4.1.1.4 [Redacted]

4.1.2 [Redacted]

4.1.2.1 [Redacted]

4.1.2.2 [Redacted]

4.1.2.3 [Redacted]

4.1.2.4 [Redacted]

4.1.3 [Redacted]

5. **The Operational Activity Working Group**

5.1 [Redacted]

5.1.1 [Redacted]

5.1.1.1 [Redacted]

5.1.1.2 [Redacted]

5.1.1.3 [Redacted]

5.1.1.4 [Redacted]

5.1.1.5 [Redacted]

5.1.1.6 [Redacted]

5.1.1.7 [Redacted]

[Redacted]

5.1.1.8 [REDACTED];
[REDACTED];

5.1.2 [REDACTED];

5.1.2.1 [REDACTED]

5.1.2.2 [REDACTED];

5.1.2.3 [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED];
[REDACTED];

5.1.3 [REDACTED];



6 SCHEDULE 6

Requirements

The contents of Schedule 6 (Requirements) are contained within Section 1 of Volume 2 to this Agreement.




7 SCHEDULE 7

TfL Advertising Policy

1. Purpose

- 1.1 The purpose of this policy is to set out high level principles, together with the decision making framework and criteria, governing the approval of advertisements which appear on TfL's services and information campaigns undertaken by TfL and to ensure TfL's compliance with its obligations in section 404 of the GLA Act.
- 1.2 In addition, TfL will ensure that advertisements which appear on TfL's services and information campaigns undertaken by TfL are consistent with the obligations in section 404 of the GLA Act.
- 1.3 All advertisements appearing on TfL's services and information campaigns undertaken by TfL must be in accordance with this policy.

2. Definitions

- (a) **Advertisement** includes advertisements in any form proposed to appear on TfL's services and includes information campaigns undertaken by TfL.
- (b) **The applicant** means the person seeking approval for an advertisement to appear on TfL's services.
- (c) **The ASA** means the Advertising Standards Authority.
- (d) **The Authority** means the Greater London Authority.
- (e) **CAP** means the Committee of Advertising Practice
- (f) **The Commissioner** means the Commissioner of Transport for London.
- (g) **Days** means working days.
- (h) **The GLA Act** means the Greater London Authority Act 1999.
- (i) **The GLA Group** means the Greater London Authority, TfL, the London Development Agency, the Metropolitan Police Authority and the London Fire and Emergency Planning Authority.
- (j) **The Mayor** means the Mayor of London.
- (k) **TfL** means Transport for London.
- (l) **TfL's services or a TfL service** means those services and facilities operated by or on behalf of TfL on which TfL has a right to approve advertisements, including (but not limited to):
- (i) London Underground;
 - (ii) London Buses;
 - (iii) Docklands Light Rail;
 - (iv) London Overground;
 - (v) Croydon Tramlink;
 - (vi) London's roads for which TfL is responsible;
 - (vii) Public Carriage Office;
- 

- (viii) London River Services;
- (ix) Victoria Coach Station;
- (x) London Transport Museum;
- (xi) Any cycle hire schemes; and
- (xii) Dial-a-Ride.

3. **Required standards**

3.1 Advertisements will not be approved for, or permitted to remain on TfL's services if, in TfL's reasonable opinion, the advertisement falls within any of the following categories.

- (a) The advertisement does not comply with the law or incites someone to break the law.
- (b) The advertisement does not comply with the British Code of Advertising, Sales Promotion and Direct Marketing.
- (c) The advertisement is inconsistent with the obligations in section 404 of the GLA Act.
- (d) The advertisement is likely to cause widespread or serious offence to members of the public on account of the nature of the product or service being advertised the wording or design of the advertisement or by way of inference.
- (e) The advertisement depicts men, women or children in a sexual manner or displays nude or semi-nude figures in an overtly sexual context.
- (f) For example, while the use of underdressed people in most underwear advertising may be seen as an appropriate context, gratuitous use of an overtly sexual nature will be unacceptable.
- (g) The advertisement depicts or refers to indecency or obscenity or uses obscene or distasteful language.
- (h) The advertisement relates to lap-dancing, 'gentlemen's clubs', escort agencies or massage parlours.
- (i) The advertisement depicts direct or immediate violence to anyone shown in the advertisement.
- (j) The advertisement condones or provokes anti-social behaviour.
- (k) The advertisement relates to films which have not been granted permission for public exhibition or which do not show the British Board of Film Classification certificate.
- (l) The advertisement contains images or messages which relate to matters of public controversy and sensitivity.
- (m) The advertisement refers to or portrays (or gives the impression of portraying) a living person unless the written consent of that person is obtained and is produced to TfL.
- (n) TfL require an indemnity against any action by that person, or on that person's behalf, before such references or portrayals will be accepted.
- (o) The advertisement contains negative references to TfL's services or those services provided or regulated by other members of the GLA group.
- (p) The advertisement is likely to be defaced due to the subject matter or due to the inclusion of a high proportion of blank space.
- (q) The advertisement may adversely affect in any way the interests of the site owner.



- (r) The advertisement relates to a political party or parties or a political cause.
 - (s) The advertisement uses handwriting or illustrations that would suggest the advertisement has been damaged, defaced, fly posted or subject to graffiti, after it has been posted.
 - (t) In the case of digital media, the advertisement must not pose a health and safety risk as a result of flickering or other visual imagery.
- 3.2 TfL roundels or other intellectual property owned by TfL may only be used in accordance with any further guidelines and/or licensing system which may be in place.
- 3.3 Individual TfL services may specify further requirements in relation to advertising on those services which must be adhered to.

4. **Approval or rejection of advertisements to appear on a single TfL service**

Decision to approve or reject advertising

- 4.1 A decision as to whether an advertisement complies with the standards required by this policy shall be the responsibility of the relevant custodian nominated in relation to that TfL service as set out in **paragraph 9.2** below.
- 4.2 Prior to deciding whether an advertisement complies with the standards required by this policy, the relevant custodian may consult CAP as to whether the advertisement complies with the British Code of Advertising, Sales Promotion and Direct Marketing. The relevant custodian may, at his discretion, take any response from CAP into account when determining whether an advertisement complies with the standards required by this policy.
- 4.3 The relevant custodian shall notify the applicant in writing as soon as is reasonably practicable following receipt of the advertisement by the custodian whether the advertisement is approved or is rejected .

Proposed rejection of advertising

- 4.4 If the custodian considers that the advertisement does not comply with the standards required by this policy and should be rejected, the custodian:
- (a) may propose or invite from the applicant reasonable variations to the advertisement to achieve compliance with the standards required by this policy; and/or
 - (b) may, if considered necessary, consult the Director of Group Marketing and/or the Managing Director, Marketing and Communications on the proposed rejection of the advertisement.

Rejection of advertisements

- 4.5 If the advertisement is rejected, the notification referred to in **paragraph 4.3** shall include details of the reasons why the custodian considered that the advertisement did not comply with the standards contained in this policy.
- 4.6 The custodian will notify all other custodians, the Director of Group Marketing and the TfL Press Office that the advertisement has been rejected and specify the reasons why the advertisement did not comply with the standards contained in this policy.

5. **Decisions by the Director of Group Marketing**

- 5.1 The Director of Group Marketing shall be responsible for the following decisions -
- (a) Where an advertisement is submitted to appear on more than one TfL service and the relevant custodians cannot agree whether the advertisement complies with the standards required by this policy.
 - (b) Where -



- (i) an advertisement has been submitted to appear on one TfL service and has been rejected by the responsible custodian for that TfL service; and
- (ii) the same or comparable advertisement is subsequently submitted to appear on a different TfL service and the custodian of the second TfL service considers that the advertisement does comply with the standards required by this policy.

5.2 If the Director of Group Marketing decides that an advertisement referred to in **paragraph 5.1** does not comply with the standards required by this policy, the process contained in **paragraphs 4.3 to 4.6** of this policy shall apply except the reference in **paragraph 4.4(b)** to the Director of Group Marketing shall be deleted.

6. Approval and amendment of policy

6.1 This policy was approved by the Commissioner.

6.2 This policy will be subject to review within 12 months or otherwise as considered necessary by the Director of Group Marketing.

7. Legal Framework

7.1 TfL has issued this policy pursuant to **paragraph 1(3)** of **schedule 9** to the GLA Act which provides -

'It shall be within the capacity of Transport for London to do such things and enter into such transactions as are calculated to facilitate, or are conducive or incidental to, the discharge of any of its functions.'

7.2 Section 404 of the GLA Act provides that when exercising its functions, the Authority, including the Mayor, have a duty to have regard to the need -

- (a) *'to promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;*
- (b) *to eliminate unlawful discrimination; and*
- (c) *to promote good relations between persons of different racial groups, religious beliefs and sexual orientation.'*

7.3 The Mayor has directed TfL under sections 154 -155 of the GLA Act that TfL shall comply with the requirement contained in section 404 of the GLA Act in exercising its functions.

8. Policy Owner

8.1 This policy is owned by the Director of Group Marketing

9. Custodian

9.1 Each TfL service will nominate one person to act as a custodian on behalf of the Director of Group Marketing in respect of this policy on that TfL service.

9.2 Custodians on behalf of the Director of Group Marketing are listed below.

TfL service	Custodian
London Underground	[REDACTED]
London Buses	[REDACTED]
Docklands Light Rail	[REDACTED]
London Overground	[REDACTED]
Croydon Tramlink	[REDACTED]
London's roads	[REDACTED]
Public Carriage Office	[REDACTED]
London River Services	[REDACTED]
Victoria Coach Station	[REDACTED]



London Transport Museum	[REDACTED]
Dial-a-ride	[REDACTED]

10. **Publication**

- 10.1 This policy shall be published on TfL's website and shall be provided to persons proposing to submit advertising for appearance on TfL's services.

8 SCHEDULE 8

Capital Expenditure

1. Part A – Capex Commitment

1.1

[REDACTED]

1.2

Without prejudice to the Media Partner's obligations to comply with its obligations under **clause 7**, there will be no obligation on the Media Partner to contribute capital expenditure in relation to the Advertising Estate during the term of this Agreement.

1.3

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

1

[REDACTED]

[REDACTED]

[REDACTED]

				[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

1.4 Additional or new Capex Opportunity will be brought forward through the Working Groups and considered by the Partnering Board pursuant to **paragraph 6 of Part A of Schedule 5.**

1.5 [REDACTED]

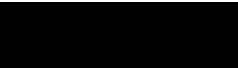
[REDACTED]



- 1.6 In relation to any work, materials or equipment supplied by or through the Media Partner whether pursuant to a Capex Project or otherwise, the Media Partner will ensure that the work materials and equipment has the benefit of product guarantees and manufacturer's warranties as to quality which are the best reasonably obtainable in the market at that time and that the benefit of such guarantees and warranties are available to TTL, TFL Affiliates and any Incoming Media Partner. Copies of such guarantees and warranties will be made available to TTL at any time promptly upon request.
- 1.7 Unless otherwise specified in a Capex Project, the Media Partner will implement Capex Projects as approved by the Partnering Board in accordance with **Schedule 5** in accordance with the terms of this Agreement (and any further contractual terms approved pursuant to **paragraphs 3.15** and **6** of **Schedule 5**) and in accordance with the timetable for delivery and any other agreed terms set out in such Capex Project.

2. **Part B – Payment for the Implementation of Capex Projects**

- 2.1 To the extent that TTL is obliged to pay the Media Partner amounts identified in a Capex Project for implementation of the relevant project then the provisions of this **paragraph 2** shall apply, but the provisions of this **paragraph 2** shall otherwise not be applicable.
- 2.2 The parties agree that each Capex Project shall identify:
 - 2.2.1 the amount which will be payable by TTL (if any) in respect of the implementation of the relevant proposal;
 - 2.2.2 the categories of expenditure that may be recovered by the Media Partner; and
 - 2.2.3 the instalments, stage payments or milestone payments in which such amount will be paid by TTL, including the mechanism by which the amount due at each instalment, stage or milestone will be calculated.
- 2.3 In respect of each instalment, stage payment or milestone payment identified in the Capex Project (as applicable) the Media Partner shall issue an application for payment (which shall include an invoice in respect of any payment to be made by TTL) at such dates, stages, milestones or at the end of such periods as may be specified in the relevant Capex Project.
- 2.4 The Media Partner shall submit its applications for payment to the address set out in Schedule 4 or such other address as TTL may notify to the Media Partner from time to time. Each such application for payment shall contain this Agreement's Reference Number, SAP purchase order number (if applicable), the Media Partner's name and address and a separate calculation of VAT, together with such further information as TTL may reasonably require. The Media Partner shall not make any separate charge for submitting such applications for payment. If an application for payment does not contain the required information or is not in the specified format, TTL will notify the Media Partner and the Media Partner shall issue a revised application for payment (and, where necessary, a revised invoice). The period for payment set out in this **paragraph 2** shall not begin until TTL has received an application for payment containing the required information and in the specified format.
- 2.5 Each application for payment shall specify the sum which the Media Partner considers will be due at the payment due date and the basis on which that sum is calculated, whether or not that sum is zero.
- 2.6 The due date for payment shall be the date on which each application for payment (complying with the requirements of **paragraph 2.4**) is received by TTL. Applications for payment submitted prematurely or which do not comply with the requirements of **paragraph 2.4**, shall not be valid and shall be resubmitted by the Media Partner in the proper form at the proper time.



- 2.7 The final date for payment shall be thirty (30) days after the due date for payment, or such other date as may be agreed by the Operational Activity Working Group in respect of each Capex Project.
- 2.8 Subject to **paragraph 2.10** and unless TTL has served a notice under **paragraph 2.9**, TTL shall pay the Media Partner the sum referred to in the Media Partner's properly submitted application for payment (the "**Notified Sum**") on or before the final date for payment of each invoice.
- 2.9 TTL may give the Media Partner a notice in writing specifying TTL's intention to pay less than the Notified Sum (the "**Pay Less Notice**"). The Pay Less Notice shall specify:
- 2.9.1 the sum that TTL considers to be due on the date the notice is served, whether or not that sum is zero; and
- 2.9.2 the basis on which that sum is calculated,
- and such sum shall become the Notified Sum for the purposes of this **paragraph 2**. The giving of a Pay Less Notice by TTL shall not limit the Media Partner's right to refer TTL's calculation of the sum due, as set out in such Pay Less Notice, to dispute resolution under **clause 63.2**. The Pay Less Notice must be given not later than 7 days before the final date for payment (the "**Prescribed Period**").
- 2.10 Notwithstanding **paragraphs 2.8** and **2.9** if the Media Partner becomes insolvent (which, for the purpose of this clause only, shall have the meaning given in section 113 of the Housing Grants, Construction and Regeneration Act 1996) after the Prescribed Period, TTL shall not be required to pay the Media Partner the Notified Sum on or before the final date for payment.
- 2.11 Payments pursuant to this **paragraph 2** will be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as TTL may choose from time to time.
- 2.12 If TTL considers that the sum claimed by the Media Partner in any application for payment or invoice has not been calculated correctly and/or if the application for payment or invoice contains any other error or inadequacy, TTL will notify the Media Partner and the parties will work together to resolve the error or inadequacy. Upon resolution or determination, the Media Partner will submit a revised application for payment and/or invoice to TTL in accordance with **paragraph 2.4**.
- 2.13 No payment made by TTL (including any final payment) or act or omission or approval by TTL (whether related to payment or otherwise) will:
- 2.13.1 indicate or be taken to indicate TTL's acceptance or approval of the Advertising Activities performed to implement each Capex Project or any part of them or any act or omission of the Media Partner, or otherwise prejudice any rights, powers or remedies which TTL may have against the Media Partner, or absolve the Media Partner from any obligation or liability imposed on the Media Partner under or by virtue of this Agreement; or
- 2.13.2 prevent TTL from recovering any amount overpaid or wrongfully paid or off-set, including payments made to the Media Partner by mistake of law or fact. TTL will be entitled to withhold such amount from any sums due or which may become due to the Media Partner or TTL may recover such amount as a debt.
- 2.14 When the Media Partner enters into any sub-contract in accordance with **clause 21**, it will incorporate into such contract a term which requires payment to be made to the sub-contractor within not more than 30 (thirty) days of receipt of the sub-contractor's invoice (or ten (10) days of receipt of invoice if the sub-contractor is an SME (as defined in **Schedule 20**)).
3. **Part C - Permitted Expenditure**
- 3.1 Each Capex Proposal will be evaluated and authorised by the Partnering Board on a case by case basis and only expenditure permitted in accordance with this **Part C ("Permitted Expenditure")** may be recovered by the Media Partner.

- 3.2 Permitted Expenditure is expenditure which:
- 3.2.1 can be reasonably allocated or apportioned to this Agreement;
 - 3.2.2 is incurred in accordance with this Agreement;
 - 3.2.3 is attributable to implementing a Capex Project (or identified in a Capex Proposal); and
 - 3.2.4 is capable of being capitalised under generally accepted accounting practices, or is in respect of feasibility or exploratory works.
- 3.3 By way of indication only and subject to **paragraph 3.2** above, the following categories of expenditure may be allowed as Permitted Expenditure:
- 3.3.1 The cost of tangible advertising infrastructure (plant, machinery and equipment);
 - 3.3.2 Infrastructure installation and assembly costs;
 - 3.3.3 Cost of active electronics, data transport and backhaul equipment;
 - 3.3.4 Software and systems (including reporting systems) development costs directly attributable to implementing the Capex Project;
 - 3.3.5 Staff costs directly attributable to implementing the Capex Project;
 - 3.3.6 Planning, site investigation and site preparation costs directly attributable to implementing the Capex Project;
 - 3.3.7 Power connection costs;
 - 3.3.8 Professional fees directly attributable to implementing the Capex Project;
 - 3.3.9 Asset disposal costs directly attributable to implementing the Capex Project; and/or
 - 3.3.10 The product guarantees and manufacturer's warranties required for purchase pursuant to **paragraph 1.6** of this schedule.
- 3.4 Expenditure will not be Permitted Expenditure if it is not or is not expected to be reasonably and properly incurred and:
- 3.4.1 is not incurred in accordance with this Agreement;
 - 3.4.2 is not attributable to implementing a Capex Project (or identified in a Capex Proposal);
 - 3.4.3 cannot be reasonably allocated or apportioned to this Agreement; and/or
 - 3.4.4 is not capable of being capitalised under generally accepted accounting practices, save in respect of feasibility or exploratory works.
- 3.5 By way of indication only, the following categories of expenditure will not be allowed as Permitted Expenditure:
- 3.5.1 Expenditure supported from other government sources or EC structural funds;
 - 3.5.2 Operating and maintenance costs of the advertising infrastructure created;
 - 3.5.3 Additional costs incurred as a result of Media Partner under performance against or in breach of this Agreement;



- 3.5.4 Operating costs of providing advertising services to third parties and consumers;
- 3.5.5 Marketing, other sales costs;
- 3.5.6 Corporation tax and non domestic rates;
- 3.5.7 Power and other utility running costs;
- 3.5.8 Costs incurred before the date of this Agreement (including bid costs);
- 3.5.9 Any cost relating to insurance and insurance policies;
- 3.5.10 General corporate or unabsorbed overheads;
- 3.5.11 Depreciation, amortisation and impairment of assets;
- 3.5.12 Service and financing costs under finance leases, of advertising infrastructure, plant, machinery and equipment;
- 3.5.13 Operating lease rentals;
- 3.5.14 Provisions and contingent liabilities (including for risk related to this Agreement);
- 3.5.15 Media Partner profit mark up, margin or administration charge that is added to the actual bought in costs of equipment, goods or services procured from third parties;
- 3.5.16 Administration and general management costs;
- 3.5.17 Dividends;
- 3.5.18 Other interest and financing charges;
- 3.5.19 Costs resulting from the deferral of payments to creditors;
- 3.5.20 Costs involved in winding up a company;
- 3.5.21 Payments for unfair dismissal;
- 3.5.22 Payments for un-funded pensions;
- 3.5.23 Compensation for loss of office;
- 3.5.24 Bad debts arising from loans to employees, proprietors, partners, directors, guarantors, shareholders or a person connected with any of these;
- 3.5.25 Payments for gifts and donations;
- 3.5.26 Payment for entertainment;
- 3.5.27 Input VAT reclaimable by the Media Partner;
- 3.5.28 Statutory fines and penalties;
- 3.5.29 Criminal fines and damages;
- 3.5.30 Legal expenses in respect of adjudication or litigation;
- 3.5.31 Any liability arising out of negligence;
- 3.5.32 Professional fees not directly attributable to the implementation of the Capex Project.



9 SCHEDULE 9

Exercise of the Advertising Activities

Part 1 Access, Approvals and Health and Safety

1. ACCESS

- 1.1 Subject to the relevant employees, agents and permitted sub-contractors of the Media Partner first obtaining any necessary training certificates and subject to the Media Partner satisfying all other relevant Requirements, TTL will issue or procure the issue to the employees, agents and permitted sub-contractors of the Media Partner such keys and permits as they may reasonably require in order to carry out the Advertising Activities. The Media Partner will retain records of all such keys and permits as are issued to its employees, agents and permitted sub-contractors and, in the event that such keys or permits are lost by its employees, agents or permitted sub-contractors, will reimburse to TTL its reasonable costs resulting from such loss.
- 1.2 Subject to the Media Partner satisfying all relevant Requirements, TTL will procure access to such parts of the Estate as are reasonably necessary for the Media Partner, its employees, agents and permitted sub-contractors for the purpose of carrying out the Advertising Activities at reasonable times and on reasonable notice. In performing its obligation under this clause TTL will procure that any Tfl Affiliate or TTL Contractors who have authority to grant the Media Partner access to relevant parts of the Estate do so provided that the Media Partner complies with all relevant Requirements. Where applicable, TTL or the relevant Tfl Affiliate or TTL Contractor will make an application for an access booking on behalf of the Media Partner in accordance with the Access Procedures. The rights of access granted by this **paragraph 1** are not rights that are exclusive to the Media Partner.
- 1.3 The obligation to procure access under **paragraph 1.1** will at all times be subject to:
 - 1.3.1 the operational and safety requirements of TTL, the Tfl Affiliates or any TTL Contractor;
 - 1.3.2 the terms and conditions of the Access Procedures or any other applicable TTL Standards, where access at any Advertising Space or other parts of the Estate is governed by the Access Procedures or such TTL Standards;
 - 1.3.3 TTL or any relevant Tfl Affiliate being entitled to refuse to book general access (as defined in the Access Procedures); and
 - 1.3.4 access to depots for the purpose of installation of signage and advertising materials inside rolling stock being limited to engineering hours (as defined in the Access Procedures).
- 1.4 Without prejudice to the generality of **paragraph 1.3**, when accessing any Advertising Space or other parts of the Estate, the Media Partner will at all times comply with, and will ensure that its employees and/or agents and permitted sub-contractors comply with:
 - 1.4.1 any applicable TTL Standards including the Access Procedures;
 - 1.4.2 its health and safety obligations under this Agreement;
 - 1.4.3 TTL's, the Tfl Affiliates' and TTL Contractors' security and personnel policies in force and notified to the Media Partner in writing from time to time. In particular, all employees, agents and permitted sub-contractors of the Media Partner who may require access to any Advertising Space or other parts of the Estate will carry identity passes including the bearer's photograph;
 - 1.4.4 TTL's, the Tfl Affiliates' and TTL Contractors' operational requirements in force and notified to the Media Partner in writing from time to time; and
 - 1.4.5 any lawful orders of TTL's Contract Manager.
- 1.5 Without prejudice to the generality of **paragraph 1.3**, TTL and/or the relevant Tfl Affiliate or TTL Contractor will be entitled to refuse to grant or to book access or to immediately terminate access once granted to any Advertising Space or other part of the Estate if:



- 1.5.1 where the Access Procedures apply, it is entitled to do so under its reasonable application or interpretation of the Access Procedures (including, without limitation, where it cancels or refuses a booking on safety and/or operational grounds or in the event of an emergency);
 - 1.5.2 where the Access Procedures apply, in its reasonable opinion, the Media Partner has failed to comply with any relevant procedure under the Access Procedures;
 - 1.5.3 in its reasonable opinion, the Media Partner is in breach of any of its health and safety obligations;
 - 1.5.4 it deems in its reasonable opinion that the Media Partner's employees, agents or permitted sub-contractors are unfit to access the relevant Advertising Space or other part of the Estate; or
 - 1.5.5 the Media Partner requests access at times, or on notice, that is, in each case, unreasonable in the circumstances.
- 1.6 TTL will notify the Media Partner of any changes or proposed changes to the Access Procedures, to the extent that they are relevant to the Media Partner, and will give the Media Partner reasonable notice of any proposed significant changes to its existing access arrangements.
- 1.7 Any obligation in **Schedule 9** on the Media Partner to do, or refrain from doing, any act or thing shall include an obligation upon the Media Partner to procure that each of its employees, agents and permitted sub-contractors also do, or refrain from doing, such thing

2. **APPROVALS**

2.1 The Media Partner acknowledges that the Estate is a highly controlled environment due, in particular, to the health and safety and operational restrictions and requirements that apply to TTL, the TFL Affiliates and TTL Contractors in connection with their operation and maintenance of the Estate. Accordingly, in the performance of the Advertising Activities, the Media Partner will be subject to controls over the activities that it can carry out on the Estate. These controls are in addition to the Media Partner's health and safety obligations and to the controls that apply to access to the Estate under **paragraph 1**. They will cover the way the Media Partner carries out the Advertising Activities (through the Agreed Procedures & Method Statements), the materials and Equipment it can use in carrying out the Advertising Activities ("**Type Approval**") and the locations at which it can carry out Advertising Activities ("**Advertising Space Approval**"). Each of these controls and/or approvals may be generic, specific or limited in duration and may be amended, replaced or withdrawn by TTL and/or any TFL Affiliates and/or any TTL Contractors from time to time. If the Media Partner objects to TTL's exercise of its rights and powers as referred to in this **paragraph 2.1** then the Media Partner may refer the matter for discussion to the Partnering Board. No referral to the Partnering Board will prevent or delay TTL from introducing, amending, replacing or withdrawing any such controls or approvals.

2.2 The Media Partner shall have the following approvals (the "**Existing Approvals**"):

2.2.1 [REDACTED]

2.2.1.1 [REDACTED];

2.2.1.2 [REDACTED]

2.2.1.3 [REDACTED];

2.2.1.4 [REDACTED];

2.2.1.5 [REDACTED]

[REDACTED]

[REDACTED]

2.2.1.6 [REDACTED]

2.2.2 [REDACTED]

2.3 With effect from the Contract Commencement Date, all proposed Advertising Activities which are not subject to the Existing Approvals, including any new, expanded, varied or amended Advertising Activities, will require the relevant new, expanded, varied or amended Agreed Procedures and Method Statements, Type Approvals and Advertising Space Approvals (as applicable) before they can be undertaken. Where the Media Partner wishes to carry out any such proposed Advertising Activities in relation to which it does not have all the relevant approvals ("**Activities Requiring Approval**"), it may make a request to TTL's Contract Manager for approval (a "**Request for Approval**") in accordance with this **paragraph 2.3**.

2.3.1 A Request for Approval will initially include:

2.3.1.1 a general description of the Activities Requiring Approval that the Media Partner wishes to carry out and the approvals that the Media Partner seeks, in sufficient detail so that TTL's Contract Manager may reasonably make a full and proper assessment of the likely impact in his opinion of the Activities Requiring Approval;

2.3.1.2 details of the extent to which (if any) the Activities Requiring Approval are covered by the Agreed Procedures and Method Statements, Type Approvals and Advertising Space Approvals in force and whether any such approvals are generic or limited in duration and/or scope; and

2.3.1.3 any other information as referred to in **paragraph 2.3.3** that the Media Partner can reasonably provide or that TTL may reasonably require at this stage.

2.3.2 TTL's Contract Manager may in his discretion following receipt of a Request for Approval provide a preliminary indication to the Media Partner of whether the proposal is in principle likely to be accepted or rejected following detailed consideration.

2.3.3 If TTL's Contract Manager indicates that a Request for Approval is in principle likely to be accepted, TTL will in no circumstances be liable to the Media Partner for any Losses it may incur if the proposal is ultimately rejected under **paragraph 2.3.5**. TTL's Contract Manager will endeavour to identify all the necessary subordinate departmental and other detailed approvals which will need to be obtained and any other details required in order for approval to be given, including but not limited to:

2.3.3.1 the proposed term and duration of the Activities Requiring Approval;

2.3.3.2 any associated risks or dependencies and the costs and residual liabilities that are likely to be incurred by TTL;

2.3.3.3 details of any non-compliance of the Activities Requiring Approval with the Requirements or other TTL Standards and any impact on the Railway Safety Certificate. The TTL Contract Manager will assist the Media Partner in assessing the Activities Requiring Approval against the other TTL Standards, the requirements of ROGS and the Railway Safety Certificate;

2.3.3.4 a description of the safety arrangements that may be needed in order to manage the Activities Requiring Approval;

2.3.3.5 in relation to any new advertising medium:

(a) the nature, scope, materials and/or technical details of the new advertising medium;

[REDACTED]

- (b) the projected lifespan, reliability and maintenance requirements of the advertising medium;
 - (c) any specific criteria relating to the likely financial success of the advertising medium;
 - (d) the proposed fault regime to be added to the Performance Standards;
- 2.3.3.6 in relation to any proposed new Advertising Spaces:
- (a) the precise location of the proposed new Advertising Space;
 - (b) the associated capacity, advertising programme, access requirements, maintenance regime, new equipment or other equipment, and any services required from TTL;
- 2.3.3.7 in relation to any proposed new equipment:
- (a) a general description of the proposed new equipment, including the projected lifespan, reliability and maintenance requirements of the new equipment in sufficient detail that TTL may reasonably make a full and proper assessment of the likely impact of the installation and maintenance of the new equipment;
 - (b) an indication of the electricity requirements of the new equipment and a statement that the new equipment will comply with all applicable Laws, including but not limited to the Electricity at Work Regulations 1989 and BS7671 – 2008 amendment A3 release 2015 (or any amendment or replacement thereof);
 - (c) heat output
 - (d) whether the new equipment will be purchased or leased by the Media Partner;
 - (e) a description of the guarantees and warranties applicable to the proposed new equipment.
- 2.3.3.8 the Media Partner's proposals in relation to new procedures and method statements;
- 2.3.3.9 details of any new structure and/or fixings to or affecting existing TTL, Tfl Affiliate or TTL Contractor assets;
- 2.3.3.10 any other information that TTL may reasonably require; and
- 2.3.3.11 where it is not immediately possible to provide any of the information in **paragraphs 2.3.3.1 to 2.3.3.10**, a timetable setting out when it is intended to provide such information.

TTL's Contract Manager may identify further detailed requirements later in the process before full approval is given.

- 2.3.4 TTL's Contract Manager will give detailed consideration to the Request for Approval, and shall use all reasonable endeavours to respond comprehensively to it within a maximum of 60 (sixty) days of its receipt by TTL, either approving the Request for Approval or, so far as practicable, giving an explanation of why such Request for Approval is not acceptable with (if it is capable of being approved with amendment) details of any changes to the Request for Approval which TTL may require in order for it to be approved.
- 2.3.5 TTL's Contract Manager may accept, reject or require its modification, at his discretion, and TTL will in no circumstances be liable for any Losses incurred by the Media Partner due to the rejection of a Request for Approval. If the parties are unable to agree any new, expanded, varied or amended procedures and method statements, then TTL may in its discretion require the Media Partner to comply with such procedures and method statements as are notified to the Media Partner in writing, which will be deemed to be Agreed Procedures and Method Statements.
- 2.3.6 Where the TTL Contract Manager proposes to grant approval of any Activities Requiring Approval, he may



2.3.6.1 allow the Media Partner to carry out the relevant activities as if they formed part of the Advertising Activities originally granted under this Agreement, and agree with the Media Partner the terms on which it may carry out the relevant activities, in which case:

- (a) any new advertising medium which has been approved will form part of the Advertising Rights;
- (b) any new Advertising Spaces which have been approved will henceforth form part of the Advertising Estate; and
- (c) the provisions of **clauses 17.4 and 17.5** will apply in relation to any new Equipment. The Media Partner will comply with its obligations under this Agreement in relation to the same, except to the extent that they have been expressly and specifically varied or excluded by the parties in accordance with this **paragraph 2.3.6.1**.

2.4 The parties will in each case record the terms that they have agreed pursuant to **paragraph 2.3** in writing, and the relevant approval will be given when the parties' respective Contract Managers have signed to record their agreement.

2.5 If at any time the Media Partner is in any doubt as to whether it may carry out any Advertising Activity or any other activity on the Estate in accordance with the approvals then in force and the Agreed Procedures and Method Statements, it will consult with TTL's Contract Manager who will use reasonable endeavours to provide the Media Partner with his response as soon as is reasonably practicable. The Media Partner will not proceed with the relevant Advertising Activity until the matter is resolved with TTL's Contract Manager.

2.6 Due to the nature of TTL's and the Tfl Affiliates' business, it may be necessary from time to time for it to revoke or limit approvals or to amend the Agreed Procedures and Method Statements which it has granted or approved pursuant to this **paragraph 2** or otherwise, if it subsequently comes to its notice that the performance of the relevant Advertising Activities interferes with the carrying out of the operation and maintenance of the Estate. TTL will be entitled to temporarily or permanently revoke or limit the duration and/or scope of any relevant approvals or to temporarily or permanently amend any Agreed Procedures and Method Statements, upon giving notice in writing to the Media Partner. The Media Partner will immediately cease to carry out the affected Advertising Activities, to the extent necessary in order to comply with the revocation or limitation of the duration or scope of the relevant approvals or the amended Agreed Procedures and Method Statements. If the Media Partner objects to TTL's exercise of its rights and powers as referred to in this **paragraph 2.6** then the Media Partner may refer the matter for discussion to the Partnering Board.

2.7 The Media Partner will keep an up-to-date record of the status of all approvals and requests for approvals and all Agreed Procedures and Method Statements and will provide such information to TTL as TTL may reasonably require from time to time in relation to such approvals and Agreed Procedures and Method Statements.

2.8 The Media Partner may have access to certain data as TTL may allow for the purpose of facilitating the co-ordination of works, projects and programmes between TTL and third parties delivering works and services to the Estate and:

2.8.1 if required by TTL, the Media Partner shall keep up-to-date a database recording details of its proposed works, projects and programmes and shall make such information available to TTL as reasonably required; and

2.8.2 TTL shall not have any liability to the Media Partner in respect of any inaccuracy, error or misstatement contained in or any omission from any data referred to in this **paragraph 2.8**.

3. **HEALTH & SAFETY**

3.1 The Media Partner will be subject to the health and safety and operational restrictions and requirements that apply to TTL and the Tfl Affiliates and TTL Contractors in connection with the operation and maintenance of the Estate. The safe operation of the Estate is of prime importance. Accordingly, the Media Partner agrees that it will only perform the Advertising Activities in accordance with its health and safety obligations as set out in this **paragraph 3**.



- 3.2 The Media Partner will carry out all its obligations under this Agreement in a manner which ensures the safety of all TTL's and TfL Affiliates and TTL Contractors' employees, agents, contractors, customers and other invitees who are at or near the Estate and any other person to whom TTL, the TfL Affiliates, the TTL Contractors or the Media Partner may owe a duty of care or other responsibility in relation to the Estate and which takes account of the risks involved in operating the Estate and, without prejudice to the foregoing, so as not to prejudice TTL's and the TfL Affiliates' and TTL Contractors' ability to provide a safe public transport system.
- 3.3 The Media Partner will comply with TTL's and the TfL Affiliates' relevant safety conditions as set out in the TTL Standards and any relevant TTL Contractors' safety standards, to the extent that these apply to the performance of the Advertising Activities, including:
- 3.3.1 the Requirements, which will be supplied to the Media Partner by TTL on the basis of the Media Partner being a controlled copy-holder, together with any amendments alterations and re-prints arising from time to time. The Media Partner shall:
- 3.3.1.1 maintain its copy of the Requirements in a complete and up to date condition;
- 3.3.1.2 in respect of the London Underground, adhere to all the specified conditions as set out in the completed standard QUENSH Conditions Manual Contract Menu, the current version of which is set out in **Schedule 6**.
- 3.3.2 TTL's and the TfL Affiliates' Rule Books, Standards and Pathways Manual and other standards and processes employed by TTL and the TfL Affiliates in force and notified to the Media Partner in writing from time to time;
- 3.3.3 any other relevant health and safety conditions and obligations including to the extent that they are capable of applying to this Agreement:
- 3.3.3.1 any byelaws, railway Legislation and any other statutory provisions relating to the London Underground, DLR, London Overground, Tramlink, Victoria Coach Station and Crossrail;
- 3.3.3.2 the Health and Safety at Work etc Act 1974 and any regulations made in accordance with that Act;
- 3.3.3.3 the Transport and Works Act 1992 and any regulations made in accordance with that Act;
- 3.3.3.4 the Regulatory Reform (Fire Safety) Order 2005 and any regulations or guidance notes made or issued in accordance with that Act, including without limitation the Fire Precautions (Sub-surface Railway Stations) (England) Regulations 2009;
- 3.3.3.5 the ROGS;
- 3.3.3.6 the Working Time Regulations 1998; and
- 3.3.3.7 the Control of Substances Hazardous to Health Regulations 2002;
- 3.3.4 in respect of the London Underground, producing a case for safety paper in accordance with TfL and London Underground Standard Category 1 Standard S1538 'Assurance' (or any amendment or replacement of this standard from time to time), when applicable;
- 3.3.5 in respect of the DLR, producing a case for safety paper in accordance with DLR BCP03 Joint Change and Assurance Framework (or any amendment or replacement of the DLR BCP from time to time), when applicable; and
- 3.3.6 not using any material or substances to carry out the Advertising Activities under this Agreement unless such materials or substances meet any operational specifications of TTL or TfL Affiliate or TTL Contractors (as applicable) in respect thereof and the other requirements of this Agreement. Copies of any such specifications may be obtained from TTL the relevant TfL Affiliate or the relevant TTL Contractor (as applicable), in their absence, TTL's explicit approval must be obtained.
- 3.4 If, in relation to any action that the Media Partner is to carry out, the Media Partner is in any doubt as to the correct procedure to follow, or the conditions or obligations with which



it must comply, the Media Partner will consult with TTL's Contract Manager before carrying out such action.

- 3.5 The Media Partner will at all times have in force:
- 3.5.1 a Health and Safety Plan as referred to in **clause 42.5** (including but not limited to a Health and Safety Policy and an Alcohol and Drugs Policy as referred to in **clause 42.5**); and
 - 3.5.2 Agreed Procedures and Method Statements for all work undertaken on the Estate.
- 3.6 The Media Partner will, upon receipt of reasonable notice from TTL, provide copies of the Health and Safety Plan as referred to in **paragraph 3.5.1** above to TTL as TTL may reasonably require from time to time.
- 3.7 Without prejudice to the generality of **paragraph 3.3**, the Media Partner shall, at its own cost, ensure that its employees, agents and permitted sub-contractors obtain such health and safety training certificates as are relevant to their activities, including but not limited to:
- 3.7.1 protecting workers on track (PWT);
 - 3.7.2 person in charge of works (PICOW);
 - 3.7.3 permit to enter;
 - 3.7.4 fire training;
 - 3.7.5 track accustomed;
 - 3.7.6 track awareness;
 - 3.7.7 escalator machine room awareness;
 - 3.7.8 non trackside health and safety training;
 - 3.7.9 station equipment room (SER) training; and
 - 3.7.10 safe isolation.
- 3.8 Without prejudice to the generality of **paragraph 3.3**, the Media Partner shall, at its own cost:
- 3.8.1 where the Media Partner has provided a site person in charge (SPIC) for non track works, complete a TSW35 to assure the competence of the individual; and
 - 3.8.2 provide evidence that operatives have appropriate training for the equipment that they are using.
- 3.9 The Media Partner will promptly notify its employees, agents and permitted sub-contractors and TTL of any health and safety hazards that exist or may arise in connection with the exercise of its rights and performance of its obligations under this Agreement.
- 3.10 The Media Partner will ensure that all mains powered equipment is tested for compliance with all applicable Laws, including but not limited to the Electricity at Work Regulations 1989, and BS7671 – 2008 amendment A3 release 2015 (or any amendment or replacement thereof) and that such equipment is suitably labelled, and the results tabled on one signed document giving the equipment type, serial number, measurement details and pass or fail indication. Where the Media Partner installs any new equipment on the on the Estate, it will procure the relevant signed electrical safety certificates upon installation. If the Media Partner is unable to procure the relevant signed electrical safety test certificates or compliance with all applicable Laws and BS7671 A3 2015 (or any amendment or replacement thereof), it will immediately remove any non-compliant equipment at its own cost.
- 3.11 The Media Partner will carry out at regular intervals audits of its health and safety procedures and its (and its agents and permitted sub-contractors) compliance with health and safety conditions and obligations. TTL will be entitled, upon giving reasonable notice to the Media Partner, to audit the Media Partner's working practices and procedures in order to ensure compliance with the Media Partner's Health and Safety Plan in addition to the Media Partner's obligations under this **paragraph 3**, and TTL will be liable for its own expenses in relation to the same. The Media Partner will be liable at its own expense for



immediately taking such remedial action as may be required by TTL in relation to any breach by the Media Partner of its obligations under this **paragraph 3** identified by TTL pursuant to an audit carried out in accordance with this **paragraph 3.11**.

- 3.12 TTL will notify the Media Partner as soon as reasonably practicable of any significant changes which it is proposing to make in respect of its requirements relating to health and safety under the TTL Standards. The Media Partner will submit to TTL details of the changes it proposes to implement as a result of these changed requirements and these will be reviewed and agreed by TTL prior to implementation (such agreement not to be unreasonably withheld or delayed). Any costs associated with this action will be borne by the party incurring them.



Part 2 Approved Materials

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10 SCHEDULE 10

Key Personnel

Media Partner Key Personnel

[REDACTED]

TTL Key Personnel

[REDACTED]

[REDACTED]

11 SCHEDULE 11

Employment Provisions

1. **Personnel Management and Training**
 - 1.1 The Media Partner will provide the Key Personnel and will procure that they:
 - 1.1.1 diligently supervise the exercise of the Advertising Rights;
 - 1.1.2 attend all contract meetings with TTL as reasonably required (the location, frequency and time of which will be specified by TTL from time to time); and
 - 1.1.3 be available to TTL at all times to resolve any issues arising in connection with the Agreement.
 - 1.2 The Media Partner may only make any changes to the Key Personnel (except in the event of sickness, incapacity, periods of extended statutory leave (e.g. maternity leave) or resignation) with the prior consent of the Contract Manager (which will not be unreasonably withheld).
 - 1.3 The Media Partner:
 - 1.3.1 undertakes that all the Media Partner Personnel possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they will be available at such times as are necessary to perform the Advertising Activities in accordance with the Agreement;
 - 1.3.2 shall ensure that all the Media Partner Personnel are in possession of valid work permits if they are non-European Community nationals; and
 - 1.3.3 shall (at its expense) provide or procure the provision of such training for the Media Partner Personnel as the Media Partner (acting reasonably) believes necessary in relation to the tasks assigned to them..
 - 1.4 Without prejudice to the Media Partner's other obligations under the Agreement, where training of any or all of the Media Partner's Personnel is required for the purposes of performance of the Agreement, the Media Partner will not assign any Media Partner Personnel to the performance of the Agreement unless and until such Media Partner Personnel have satisfactorily completed such training.
2. **Transfer of Employees to Media Partner**
 - 2.1 For the purposes of this **paragraph 2** and **paragraph 3** below, unless the context indicates otherwise, the following expressions will have the following meanings:
 - 2.1.1 "**Employment Costs**" means all salaries, wages, commissions, bonuses, all statutory contributions, holiday pay (including payment for accrued but untaken holiday), national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments);
 - 2.1.2 "**Employment Liabilities**" means all costs (including the costs of enforcement) and expenses reasonably incurred, losses, liabilities (including any tax liability), injuries, damages, claims, demands, fines, penalties, payments made by way of settlement and legal costs;
 - 2.1.3 "**Employment Relevant Period**" means the period starting on the earlier of:
 - 2.1.3.1 the date falling 6 calendar months before the date of expiry of the Agreement; or



2.1.3.2 if the Agreement is terminated by either Party in accordance with **clause 32.1** of the Agreement or by TTL in accordance with **clause 32.2** of the Agreement, the date of the relevant termination notice;

and ending on the Further Transfer Date;

2.1.4 "**Final Staff List**" has the meaning set out in **paragraph 3.4**;

2.1.5 "**Further Transfer Date**" means the date on which the performance of the Advertising Activities (or any part of them) cease to be undertaken by the Media Partner and start to be performed by TTL or any TfL Affiliate or any Incoming Media Partner when the transfer of employment of the Re-Transferring Personnel from the Media Partner to TTL, any TfL Affiliate or any Incoming Media Partner occurs, assuming TUPE applies to that change of provider;

2.1.6 "**Re-Transferring Personnel**" means any Media Partner Personnel who are assigned (for the purposes of TUPE) to the relevant Advertising Activities (or any part of them) immediately before the Further Transfer Date and whose employment contract will transfer to TTL, any TfL Affiliate or the Incoming Media Partner pursuant to TUPE with effect from the Further Transfer Date;

2.1.7 "**Staffing Information**" has the meaning set out in **paragraph 3.1**;

2.1.8 "**Staff List**" has the meaning set out in **paragraph 3.1.1**;

2.1.9 "**Sub-Contractor**" means any subcontractor to the Outgoing Media Partner(s), the Media Partner, TTL, any TfL Affiliate or the Incoming Media Partner as the context dictates which is engaged in the performance of the Advertising Activities or any part of them (or activities similar to the performance of the Advertising Activities or any part of them) and includes the sub-contractor(s) of any such sub-contractors;

2.1.10 "**Transfer of Service**" means the transfer of the performance of activities substantially similar to the Advertising Activities from the Outgoing Media Partner and any Sub-Contractor(s) to the Media Partner and any Sub-Contractor(s);

2.1.11 "**Transferring Staff**" means such employees of the Outgoing Media Partner(s) (and any Sub-Contractors) as are assigned (for the purposes of TUPE) to activities substantially similar to the exercise of the Advertising Activities; and

2.1.12 "**TUPE**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

2.2 Where TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment between the Outgoing Media Partner and any Sub-Contractor and the Transferring Staff will have effect from the Service Commencement Date as if originally made between the Media Partner and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE) and the following provisions of **paragraph 2** shall apply.

2.3 The Media Partner will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Service Commencement Date.

2.4 The parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:

2.4.1 the Outgoing Media Partner(s) will be responsible for any Employment Costs relating to the period up to Service Commencement Date; and


2.4.2 the Media Partner will be responsible for any Employment Costs relating to the period on and after the Service Commencement Date,



and Employment Costs will if necessary be apportioned on a time basis between the Outgoing Media Partner(s) and the Media Partner (regardless of when such sums fall to be paid).

- 2.5 TTL warrants to the Media Partner that none of TTL's employees will transfer to the Media Partner under TUPE as a result of the Transfer of Service.
- 2.6 TTL will indemnify the Media Partner (but only to the extent that TTL has an indemnity from the Outgoing Media Partner in respect of the same liability and limited to the amount recovered by TTL under that indemnity) from and against all Employment Liabilities which the Media Partner incurs or suffers arising out of or in connection with:
- 2.6.1 any act or omission by or on behalf of the Outgoing Media Partner (or its Sub-Contractors) in respect of the Transferring Staff whether occurring before on or after the Service Commencement Date;
 - 2.6.2 any failure by the Outgoing Media Partner (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Media Partner (or its Sub-Contractors) to comply with Regulation 13 of TUPE);
 - 2.6.3 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including PAYE and national insurance contributions in relation to any Transferring Staff to the extent that such claim or demand relates to the period before the Service Commencement Date.
- 2.7 The Media Partner will indemnify and keep indemnified TTL and the Outgoing Media Partner(s) (and its Sub-Contractors) from and against all Employment Liabilities which TTL or the Outgoing Media Partner(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:
- 2.7.1 any act or omission by or on behalf of the Media Partner (or its Sub-Contractors) in respect of any person employed or engaged by the Media Partner (or its Sub-Contractors) (including the Transferring Staff) on or after the Service Commencement Date;
 - 2.7.2 any failure by the Media Partner (or its Sub-Contractors) to comply with Regulation 13 (4) of TUPE in relation to the Transfer of Service;
 - 2.7.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Media Partner (or its Sub-Contractors) before the Service Commencement Date;
 - 2.7.4 the employment or termination of employment by the Media Partner (or its Sub-Contractors) of any Transferring Staff on or after the Service Commencement Date;
 - 2.7.5 any actual or proposed changes by the Media Partner (or its Sub-Contractors) to the terms and conditions of employment or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.
- 2.8 The Media Partner will provide the Outgoing Media Partner(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Service Commencement Date with all information which the Outgoing Media Partner (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to TTL when it has done so and provide a copy to TTL.
- 2.9 The Media Partner warrants and undertakes to TTL that all information given to the Outgoing Media Partner(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.




- 2.10 The benefits conferred on the Outgoing Media Partner or its Sub-Contractors under this **paragraph 2** will be enforceable by them in accordance with **clause 61** of the Agreement.
3. **Transfer of Employees on Expiry or Termination**
- 3.1 The Media Partner will provide (and procure that its Sub-Contractors provide) within 14 days of a request by TTL (but not more than twice in any 12 month period) and not more than 14 days after the date of any notice to terminate this Agreement given by either Party, the following information to TTL:
- 3.1.1 an anonymised list of current Media Partner Personnel (the "Staff List");
- 3.1.2 such of the information specified in Appendix 1 to this Schedule as is requested by TTL in respect of each individual included on the Staff List;
- 3.1.3 such information together being the "Staffing Information". The Media Partner shall not be required to provide Staffing Information in contravention of any Law (including data protection law).
- 3.2 If requested to by TTL, the Media Partner will notify TTL as soon as practicable and in any event within 14 days of the Media Partner becoming aware of any additional or new Staffing Information and/or any changes to any Staffing Information already provided.
- 3.3 The Media Partner warrants to TTL that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.
- 3.4 Subject to **paragraph 3.5**, the Media Partner will provide TTL with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.
- 3.5 If the Agreement is terminated by either Party in accordance with **clause 32.1** of the Agreement or by TTL in accordance with **clause 32.2** of the Agreement, then the Final Staff List will be provided by the Media Partner to TTL as soon as practicable and no later than 14 days after the date of termination of the Agreement.
- 3.6 The Media Partner warrants that as at the Further Transfer Date:
- 3.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate in all material respects;
- 3.6.2 the Final Staff List will identify all Re-Transferring Personnel; and
- 3.6.3 it will have disclosed all terms and conditions of employment or engagement relating to the Re-Transferring Personnel to TTL.
- 3.7 During the Employment Relevant Period the Media Partner will not and will procure that its Sub-contractors do not without the prior written consent of TTL (such consent not to be unreasonably withheld or delayed):
- 3.7.1 terminate or give notice to terminate the employment or engagement or replace any person who would otherwise be Re-Transferring Personnel (save for any termination for gross misconduct, provided that TTL is informed promptly of such termination);
- 3.7.2 deploy or assign any other person to perform the exercise of the Advertising Activities who is not included on the most recent Staff List other than temporarily and in the ordinary course of business or in order to replace staff dismissed for misconduct;
- 3.7.3 materially alter the numbers of employees performing the Advertising Activities;
- 3.7.4 make, propose or permit any material changes to the terms and conditions of employment or engagement of any persons who is identified as Re-Transferring Personnel on the Final Staff List;
- 

- 3.7.5 introduce any new contractual or customary practice relating to payments on termination of employment applicable to any person who is identified as Re-Transferring Personnel on the Final Staff List.
- 3.8 The Media Partner will within 14 days notify TTL of any notice of resignation received from any Key Personnel (if any) during the period referred to in **paragraph 3.7** regardless of when such notice takes effect.
- 3.9 The Media Partner agrees that TTL will be permitted to disclose any information provided to it under this **paragraph 3** in anonymised form to any person who has been invited to tender for the provision of the exercise of the Advertising Rights or the Advertising Activities (or similar services or activities) and to any third party engaged by TTL to review the performance of the exercise of the Advertising Rights or Advertising Activities and to any Incoming Media Partner provided that any person to whom TTL provides such information is under an obligation to keep such information confidential.
- 3.10 If TUPE applies on the expiry or termination of the Agreement, or on the termination or variation of any exercise of the Advertising Rights or the Advertising Activities or any part thereof, or on the appointment of an Incoming Media Partner, the following will apply:
- 3.10.1 The contracts of employment of each of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and TTL or Incoming Media Partner (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).
- 3.10.2 During the Employment Relevant Period the Media Partner will:
- 3.10.2.1 provide TTL or Incoming Media Partner (as appropriate) with access to such employment and payroll records as TTL or Incoming Media Partner (as appropriate) may reasonably require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to TTL or Incoming Media Partner (as appropriate);
- 3.10.2.2 allow TTL or Incoming Media Partner (as appropriate) to have copies of any of those employment and payroll records;
- 3.10.2.3 provide all original employment records relating to the Re-Transferring Personnel to TTL or Incoming Media Partner (as appropriate) on the Further Transfer Date; and
- 3.10.2.4 co-operate with TTL and any Incoming Media Partner in the orderly management of the transfer of employment of the Re-Transferring Personnel.
- If the Re-Transferring Personnel are employed or engaged by Sub-Contractors of the Media Partner, the Media Partner will procure such Sub-Contractors provide TTL or Incoming Media Partner (as appropriate) with the same level of access, information and cooperation.
- 3.10.3 TTL will use reasonable endeavours to procure that TTL, any Tfl Affiliate or any Incoming Media Partner (and their respective Sub-Contractors) cooperates with the Media Partner (and its Sub-contractors) in relation to the transfer of employment of the Re-Transferring Personnel, including providing such information as is required by Regulation 13(4) of TUPE.
- 3.10.4 The Media Partner warrants to each of TTL and the Incoming Media Partner that as at the Further Transfer Date no Re-Transferring Personnel (except where the Media Partner has notified TTL and the Incoming Media Partner (if appointed) in writing to the contrary) to the Media Partner's knowledge:
- 3.10.4.1 is under notice of termination;



- 3.10.4.2 is on long-term sick leave;
 - 3.10.4.3 is on maternity, parental or adoption leave;
 - 3.10.4.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;
 - 3.10.4.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to TTL or Incoming Media Partner (as appropriate);
 - 3.10.4.6 is or has been within the previous two years the subject of formal disciplinary proceedings;
 - 3.10.4.7 has received a written warning (other than a warning that has lapsed);
 - 3.10.4.8 has taken or been the subject of a grievance procedure within the previous two years; or
 - 3.10.4.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to TTL or Incoming Media Partner (as appropriate) under TUPE.
- 3.10.5 The Media Partner undertakes to each of TTL and any Incoming Media Partner that it will (and will procure that its Sub-Contractors will):
- 3.10.5.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;
 - 3.10.5.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Media Partner or any Sub-Contractor which fall due in the period up to the Further Transfer Date;
 - 3.10.5.3 to pay to TTL or the Incoming Media Partner (as appropriate) within 28 days of the Further Transfer Date an apportioned sum in respect of Employment Costs as set out in **paragraph 3.10.6** (reduced by the amount of any payment made to Re-Transferring Personnel directly pursuant to **paragraph 3.10.5.2**); and
 - 3.10.5.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to TTL or Incoming Media Partner (as appropriate) such information as TTL or Incoming Media Partner may request in order to verify such compliance.
- 3.10.6 The parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:
- 3.10.6.1 The Media Partner will be responsible for any Employment Costs relating to the period from the Service Commencement Date up to the Further Transfer Date;
 - 3.10.6.2 TTL and/or Incoming Media Partner (as appropriate) will be responsible for the Employment Costs relating to the period on and after the Further Transfer Date,

and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid). For the avoidance of doubt, the Media Partner will be responsible for any holiday pay for the Re-Transferring Employees accrued but untaken in the period beginning on the Service Commencement Date and ending immediately before the Further Transfer Date.



- 3.10.7 The Media Partner will indemnify and keep indemnified each of TTL and any Incoming Media Partner from and against all Employment Liabilities which TTL and/or the Incoming Media Partner (as appropriate) incurs or suffers arising directly or indirectly out of or in connection with:
- 3.10.7.1 any failure by the Media Partner to comply with its obligations under this **paragraph 3.10**;
 - 3.10.7.2 any act or omission by or on behalf of the Media Partner (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;
 - 3.10.7.3 any failure by the Media Partner (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by TTL or the Incoming Media Partner or their respective Sub-Contractors to comply with Regulation 13(4) of TUPE);
 - 3.10.7.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Service Commencement Date to the Further Transfer Date;
 - 3.10.7.5 any claim or demand or other action taken against TTL or any Incoming Media Partner by any person employed or engaged by the Media Partner (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that TTL or Incoming Media Partner has inherited any liability from the Media Partner (or its Sub-Contractors) in respect of them by virtue of TUPE.
- 3.10.8 TTL will indemnify and keep indemnified the Media Partner (and its Sub-Contractors) from and against all Employment Liabilities which the Media Partner (or its Sub-Contractors) incur or suffer arising out of or in connection with:
- 3.10.8.1 any act or omission by or on behalf of TTL and any Tfl Affiliate in respect of any person employed or engaged by it (including the Re-Transferring Personnel) on or after the Further Transfer Date;
 - 3.10.8.2 any failure by TTL or any TFL Affiliate to comply with Regulation 13 of TUPE;
 - 3.10.8.3 any claim brought or other action taken by or on behalf of any of the Re-Transferring Personnel which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Re-Transferring Personnel by TTL or any Tfl Affiliate before the Further Transfer Date;
 - 3.10.8.4 the employment or termination of employment by TTL or any Tfl Affiliate of any Re-Transferring Personnel on or after the Further Transfer Date;
 - 3.10.8.5 any actual or proposed changes by TTL or any Tfl Affiliate to the terms and conditions of employment or working conditions of any of the Re-Transferring Personnel which are or are alleged to be to the material detriment of any of the Re-Transferring Personnel;

and TTL will procure that any Incoming Media Partner will provide an equivalent indemnity to the Media Partner (and its Sub-Contractors) wherein any reference to "TTL" shall be replaced by a reference to "the Incoming Media Partner (or its Sub-Contractors)".



- 3.10.9 If TUPE does not apply on the expiry or termination of the Agreement, the Media Partner will remain responsible for the Media Partner Personnel and will indemnify and keep indemnified TTL against all Employment Liabilities which TTL incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Media Partner Personnel or former Media Partner Personnel.
- 3.11 The benefits conferred on the Incoming Media Partner or its Sub-Contractors under this paragraph 3 will be enforceable by them in accordance with **clause 61** of the Agreement.
4. The provisions of Appendix 2 to this schedule will apply.



Appendix 1

Information which may be requested by TTL in respect of those on the Staff List

- Employing or contracting entity
- Amount of time spent on the exercise of the Advertising Rights (or any part of the exercise of the Advertising Rights specified by TTL)
- Date of birth
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Perm/Temp/Agency/Self-employed
- Geographical Area Of Work / Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Scheme Type and Contributions
 - 1) Employer
 - 2) Employee
 - To the extent reasonably practicable having regard to the information held by the Media Partner such additional information as TTL may reasonably require in relation to the pension scheme and benefits of those employees (if any):
 - Who were originally employees of TTL (or another company in the TfL Group),
 - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme,
 - whose employment transferred from TTL (or another company in the TfL Group) to the Outgoing Media Partner (or its predecessor) under TUPE; and
 - who were entitled to broadly comparable pension benefits from the Outgoing Media Partner
- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday /Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases agreed but not yet in payment
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
- Details of any other material benefits provided, whether contractual or non-contractual
- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigration status and copies of all documentation held by the employer to verify the right to work in the United Kingdom
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
- Department and place on organisation chart
- Average absence due to sickness
- Training and competency records
- Where relevant, an indication of whether the Media Partner expects such person to be Re-Transferring Personnel on the Future Transfer Date



Appendix 2

1. Travel Facilities for Certain Employees and Contractor Personnel

1.1 Background

- 1.1.1 Certain employees (the "**Original Employees**") were transferred from the employment of TfL to the employment of the Outgoing Concessionaires or one of their group undertakings or one of their respective sub-contractors in accordance with the Transfer of Undertaking (Protection of Employment) Regulations 1981.
- 1.1.2 It was agreed that, provided certain conditions were fulfilled by the Outgoing Concessionaires and/or their relevant group undertaking, TfL would continue to provide certain travel related benefits to the Original Employees, on a similar basis to that which applied in respect of the Original Employees before the transfer of their employment from TfL.
- 1.1.3 It has now been agreed that, provided the Media Partner complies with the terms of the Agreement, including the terms of this Appendix, TTL will continue to provide, on a similar basis, such travel related benefits to such Original Employees who are Transferring Employees and who remain employed by the Media Partner wholly or mainly in the performance of the Advertising Activities in accordance with the terms of the Agreement (the "**Eligible Employees**").
- 1.1.4 It has been further agreed that, provided the Media Partner complies with the terms of the Agreement, including the terms of this Appendix, TTL will provide travel facilities to those employees of the Media Partner who are required to travel on TTL transport services for the purpose of the performance of the Advertising Activities.
- 1.1.5 The following terms are defined for the purposes of this Appendix:
- (a) "**ATOC**" means the Association of Train Operating Companies;
 - (b) "**ATOC Privilege Facilities**" means discretionary facilities on rail services operated by train operating companies provided to Eligible Employees, their eligible spouses, civil partners, dependants and children subject to the terms and conditions of issue as varied from time to time;
 - (c) "**Contractor Passes**" means the passes issued to employees of the Media Partner who are eligible for TTL Contractor Travel Facilities;
 - (d) "**Other Travel Concessions**" refers to concessions available to the Eligible Employees on Eurostar subject to their terms and conditions of use;
 - (e) "**TTL Contractor Travel Facilities**" means discretionary facilities on transport services operated or procured by TTL and provided to employees of the Media Partner who are required to travel on those services for the purpose of performing the Advertising Activities subject to TTL's terms and conditions of issue as varied from time to time;
 - (f) "**TTL Staff Travel Facilities**" means discretionary facilities on transport services operated or procured by TTL and provided to Eligible Employees, their eligible spouses, civil partners, dependants and children and nominees subject to TTL's terms and conditions of issue as varied from time to time;
 - (g) "**Staff Passes**" means the passes issued to Eligible Employees, their spouses, civil partners, dependants and children who are



eligible for TTL Staff Travel Facilities and/or for ATOC Privilege Facilities;

- (h) **"Terms and Conditions of Issue"** means the terms and conditions of issue of any or all of ATOC Privilege Facilities and TTL Staff Travel Facilities and TTL Contractor Travel Facilities (as the context requires) and shall include any variations issued by TTL or ATOC from time to time.

1.2 **Obligations of TTL**

1.2.1 In consideration of the Media Partner complying with the obligations contained herein, TTL hereby agrees to provide, or secure the provision of, upon the terms and conditions set down in this Appendix:

- (a) TTL Staff Travel Facilities and the ATOC Privilege Facilities and the Other Travel Concessions; and
- (b) TTL Contractor Travel Facilities.

1.3 **Obligations of the Media Partner**

1.3.1 The Media Partner acknowledges the following in relation to the TTL Staff Travel Facilities, the ATOC Privilege Facilities and the Other Travel Concessions:

- (a) the Eligible Employees shall only be eligible to retain such of the TTL Staff Facilities and the ATOC Privilege Facilities as they enjoyed immediately before the Service Commencement Date and shall be eligible to exchange facilities i.e. exchange TTL Staff Travel Facilities for their spouse, civil partner, dependant and child for ATOC Privilege Facilities or vice versa on the Terms and Conditions of Issue that prevail at the time of the request to exchange facilities. All applications to exchange facilities must be made to the TTL office designated to process Eligible Employee Staff Passes;
- (b) the Eligible Employees and their eligible spouses, civil partners, dependants and children shall, unless they are eligible to retain such facilities under the Terms and Conditions of Issue, cease to be eligible for TTL Staff Travel Facilities and ATOC Privilege Facilities on the earlier of the date on which:
 - (i) the relevant Eligible Employee leaves the employment of the Media Partner or any relevant Sub-Contractor; and
 - (ii) the relevant Eligible Employee ceases to be wholly or mainly engaged in the performance of the Advertising Activities;
- (c) where length of service is relevant to the retention of the facilities to which this Appendix refers, TTL shall take into account an Eligible Employee's continuous service with TTL, its group undertakings, any Outgoing Concessionaire, the Media Partner and/or any relevant sub-contractor provided that the relevant Eligible Employee continues to be wholly or mainly engaged in the performance of the Advertising Activities;
- (d) the provision of TTL Staff Travel Facilities remains subject to review by TTL and may be revised or withdrawn by TTL provided TTL has given three (3) months' notice to the Media Partner of any major revision to eligibility or withdrawal;
- (e) the provision of ATOC Privilege Facilities and Other Travel Concessions is subject to agreements and arrangements between TTL and Third Parties and the existence of this Appendix shall not prevent TTL entering into such agreements and arrangements



upon such terms as it considers appropriate. In the event of Third Parties revising or withdrawing their agreement with TTL, TTL may revise or withdraw the provision of ATOC Privilege Facilities or Other Travel Concessions;

- (f) the TTL Staff Travel Facilities, ATOC Privilege Facilities and Other Travel Concessions are discretionary benefits. As such they are not contractual rights of the Eligible Employees and are subject to TTL and ATOC rules of issue from time to time.

1.3.2 The Media Partner acknowledges the following in relation to the TTL Contractor Travel Facilities:

- (a) the Media Partner shall provide a list of those employees of the Media Partner who are required to travel on TTL transport services for the purpose of the performance of the Advertising Activities, however the final decision in relation whether the requirement is satisfied in relation to each employee of the Media Partner shall be taken by TTL;
- (b) an employee of the Media Partner shall cease to be eligible for TTL Contractor Travel Facilities on the earlier of the date on which:
 - (i) the relevant employee of the Media Partner leaves the employment of the Media Partner or any relevant Sub-Contractor; and
 - (ii) the relevant employee of the Media Partner ceases to be required to travel on TTL transport services for the purpose of the performance of the Advertising Activities;
- (c) the provision of TTL Contractor Travel Facilities remains subject to review by TTL and may be revised or withdrawn by TTL provided TTL has given three (3) months' notice to the Media Partner of any major revision to eligibility or withdrawal.

1.3.3 Without prejudice to the Media Partner's obligations under the Agreement, the Media Partner shall take reasonable steps as required by TTL to assist in the administration of TTL Staff Travel Facilities, ATOC Privilege Facilities, Other Travel Concessions and TTL Contractor Travel Facilities and the control of fraud and abuse. For the time being, the obligations of the Media Partner shall be as follows:

- (a) to maintain accurate records of the dates when Eligible Employee Staff Passes and Contractor Passes are issued and returned to permit TTL to audit such records upon reasonable notice and at reasonable times and to comply with any recommendations by TTL as to the maintenance of such records;
- (b) where required by TTL, to retain Eligible Employee Staff Passes and Contractor Passes securely until issued or returned to TTL;
- (c) to advise TTL immediately when the Media Partner knows that:
 - (i) an Eligible Employee is about to or has ceased to be an employee of the Media Partner and/or is about to or has ceased wholly or mainly to perform some or all of the Advertising Activities; and
 - (ii) an employee of the Media Partner is about to or has ceased to be an employee of the Media Partner and/or is about to or has ceased to be required to travel on TTL transport services for the purpose of performing the Advertising Activities;



and to provide TTL with all information reasonably required about the circumstances of such cessation;

- (d) to secure the return of:
 - (i) Eligible Employee Staff Passes from Eligible Employees prior to their leaving the employment of the Media Partner or any Sub-Contractor and/or prior to any such Eligible Employee ceasing wholly or mainly to perform some or all of the Advertising Activities; and
 - (ii) Contractor Passes from employees of the Media Partner prior to them ceasing to be an employee of the Media Partner and/or prior to them ceasing to be required to travel on TTL transport services for the purpose of the exercise of the Advertising Activities;

and to return them to TTL immediately. Where an Eligible Employee may be eligible to continue to retain facilities in such circumstances, an application should be made to the Retired Staff Travel division of TTL for confirmation of eligibility and the issue of appropriate facilities;

- (e) to take all reasonable steps to verify claims for Eligible Employee Staff Passes for eligible spouses, civil partners, dependants and children in accordance with any guidelines issued by TTL from time to time and to certify to TTL the nature of the documents which have been examined by the Media Partner and the fact that they confirm the eligibility of the applicant;
- (f) to report promptly to TTL the loss or theft of or failure to return Eligible Employee Staff Passes and Contractor Passes;
- (g) to take all reasonable steps to secure the return of Eligible Employee Staff Passes and Contractor Passes which should have been returned and to assist TTL in securing their return, including providing TTL with relevant addresses where known to the Media Partner;
- (h) to take all reasonable steps to identify the abuse of Eligible Employee Staff Passes and Contractor Passes and to assist TTL in promoting compliance with the Terms and Conditions of Issue by circulating to Eligible Employees and employees of the Media Partner relevant literature issued by TTL and ATOC;
- (i) to notify TTL of any abuse of Eligible Employee Staff Passes by Eligible Employees and of Contractor Passes by employees of the Media Partner which are known to the Media Partner; and
- (j) to notify Eligible Employees and employees of the Media Partner that breach of the Terms and Conditions of Issue of Eligible Employee Staff Passes and/or Contractor Passes (as relevant) could be treated by the Media Partner or any relevant Sub-Contractor as a disciplinary issue.

1.3.4 Notwithstanding **paragraph 1.3.3(j)**, TTL shall be entitled to withdraw Eligible Employee Staff Passes from any Eligible Employee and Contractor Passes from any employee of the Media Partner who in either case infringes or ceases to be eligible under the Terms and Conditions of Issue.

1.3.5 TTL shall be entitled to withdraw all Eligible Employee Staff Passes from all Eligible Employees, their spouses, civil partners, dependants and children, and all Contractor Passes from all employees of the Media Partner, if the Media Partner commits a material breach of its obligations under this Appendix. TTL shall give the Media Partner details in writing of any such breach. The Media Partner shall remedy the breach immediately. If the administration of passes



does not meet TTL's requirements, TTL may withdraw all Eligible Employee Staff Passes and/or Contractor Passes.

- 1.3.6 The Media Partner shall pay to TTL such sum per Eligible Employee (as advised by TTL from time to time) and at such times as are demanded by TTL in respect of ATOC Privilege Facilities which sum gives each Eligible Employee eligibility for ATOC Privilege Facilities for themselves and any spouse, civil partner, dependant and child. In the event of charges being levied by operators who do not currently charge (including LUL) the Media Partner agrees to pay such charges as have been agreed by TTL.
- 1.3.7 The Media Partner agrees and undertakes that it will bear any cost of providing ATOC Privilege Facilities and other Travel Concessions and shall not recover such costs (up to the level being incurred at the Contract Commencement Date) directly or indirectly from the Eligible Employees. The Media Partner shall not charge the Eligible Employees directly or indirectly for TTL Staff Travel Facilities.

1.4 **Conditions**

- 1.4.1 If at any time TTL in its reasonable opinion considers that it does not have the surplus capacity it requires in order to have the power to administer the Eligible Employee Staff Passes within the terms of the Greater London Authority Act 1999, it may cease to provide the TTL Staff Travel Facilities forthwith by giving notice to the Media Partner of the termination of the terms of this Appendix. TTL shall where possible endeavour to give the Media Partner three (3) months' prior notice of any such anticipated loss of surplus capacity.
- 1.4.2 If TTL withdraws or revises the provision of TTL Staff Travel Facilities or TTL Contractor Travel Facilities under **paragraphs 1.3.1(d), 1.3.2(c) or 1.4.1**, any resulting increase in cost for the Media Partner in carrying out the Advertising Activities will be referred to the Partnership Board for discussion. If TTL withdraws or revises the provision of TTL Staff Travel Facilities or TTL Contractor Travel Facilities or associated passes under **paragraphs 1.3.1(e), 1.3.4 or 1.3.5 or 1.5.1** or an employee ceases to be eligible for such travel facilities in accordance with the terms of this Appendix, any resulting increase in cost for the Media Partner shall be for its own account.

1.5 **Termination**

- 1.5.1 On the date of termination of the Agreement, TTL shall cease to be obliged to provide:
- (a) the TTL Staff Travel Facilities and the ATOC Privilege Facilities and the Other Travel Concessions; and
 - (b) TTL Contractor Travel Facilities.
- 1.5.2 The Media Partner shall remain bound by its obligations under **paragraph 1.3.3** of this Appendix which, in the context of termination, shall include ensuring the return of all Eligible Employee Staff Passes and all Contractor Passes as directed by TTL.



12 SCHEDULE 12

Storage Facilities

London Underground

Cabin locations for storage of tube car panels are at Morden, Hainault, Ealing Common and Neasden depots (information correct as of 31 March 2016).

Additional storage facilities can be found at the following station locations (information correct as of 31 March 2016):

- 1 Room 4/793 at Bond Street station
- 2 Room 4/482 at Holborn station
- 3 Old lift shaft – Room 2/792 at Waterloo station
- 4 Vent/fan shaft – Room 4/792 at Chancery Lane station
- 5 On the Jubilee platform 'blue boy' vent shaft 7/791 at Green Park station
- 6 Dover St unused passage way 5/971 at Green Park station
- 7 Room 4/411 at Heathrow T123 station
- 8 Room 2/411 at Holland Park station
- 9 Platform 2 – Room 3/802 at Kings Cross station
- 10 Old signal room 3/701 at Lambeth North station
- 11 P-way store area, number 3/795 at Charing Cross station
- 12 Area 3/971 adjacent to tunnel fan at Marble Arch station
- 13 Platform 2 Room 4/412 at Queensway station
- 14 Room 1-406 (Stripping Bin) at Shepherds Bush



13 SCHEDULE 13

Approved Sub-Contractors

Part 1 – Approved Sub-Contractors

The list of Approved Sub-Contractors at the Contract Commencement Date for the classification of work specified is set out below. This list is subject to amendment from time to time in accordance with the terms of the Agreement:

Approved Sub-Contractor	Classification of Work	Activity Risk Approval	Date Approved
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Activity Risk Approvals Key

- A [REDACTED]
- B [REDACTED]
- C [REDACTED]
- D [REDACTED]
- E [REDACTED]

Part 2 – Approved Sub-Contractor Process

1. [Redacted]

1.1 [Redacted]

1.1.1 [Redacted]

1.1.2 [Redacted]

1.1.2.1 [Redacted]

1.1.2.2 [Redacted]

1.1.2.3 [Redacted]

1.1.2.4 [Redacted]

1.1.2.5 [Redacted]

1.1.2.6 [Redacted]

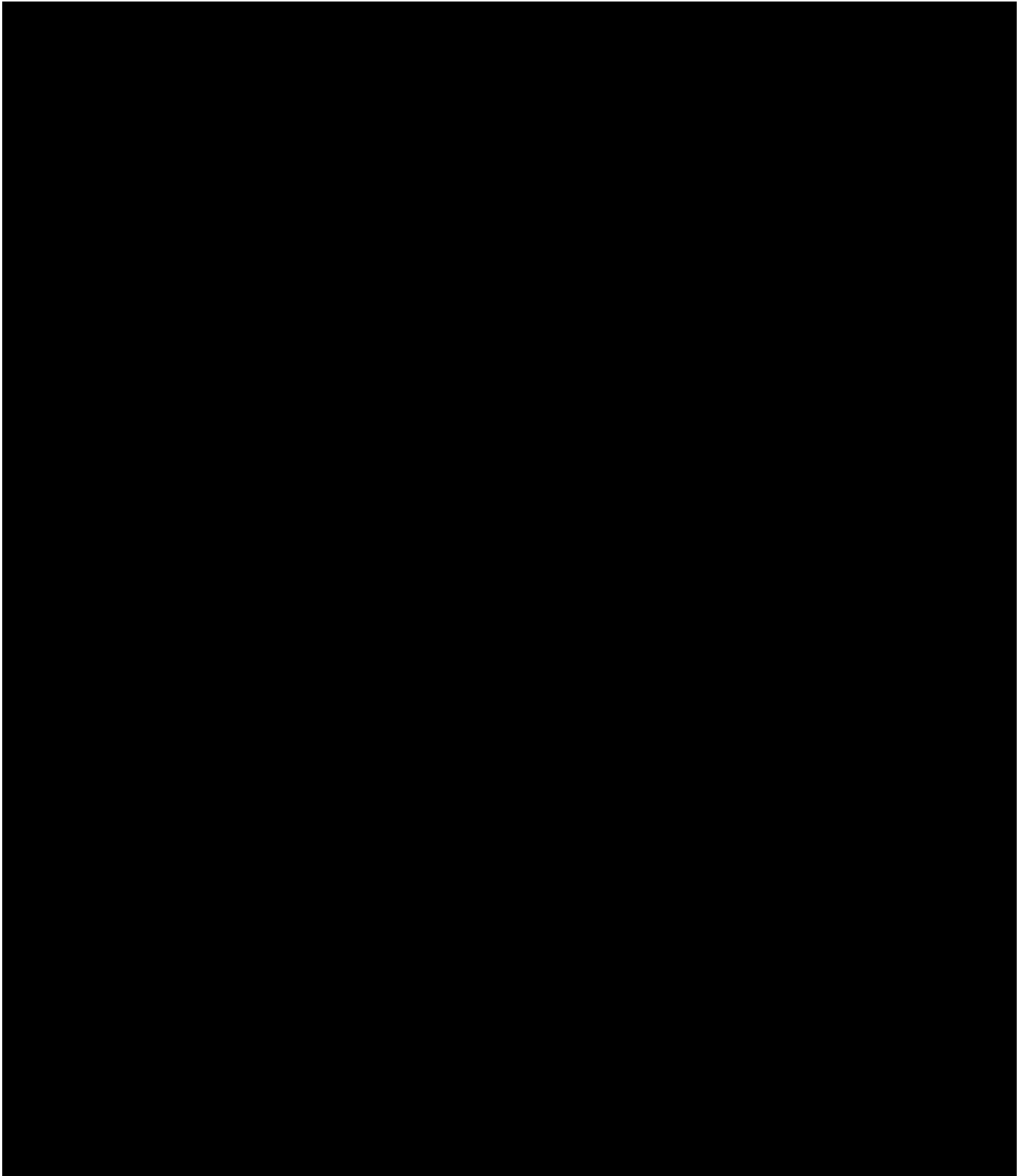
1.2 [Redacted]

1.3 [Redacted]

1.4 [Redacted]

1.5 [Redacted]

Appendix A: Contractor approval and assurance process flow



14 SCHEDULE 14

Form of Sub-Contractors/Sub-Consultant Warranty

THIS AGREEMENT made the _____ day of _____ 20____

BETWEEN

- (1) **TRANSPORT TRADING LIMITED** (Company registration number 03914810) whose registered office is at Windsor House 42-50 Victoria Street London SW1H 0TL ("TTL");(the "Authority"); and
- (2) [_____] a company registered in England and Wales under number [_____] and having its registered office at [_____] (the ["Sub-contractor"] ["Sub-Consultant"]).

WHEREAS

- (A) The Authority has entered into an agreement dated [_____] day of [_____] 20[_____] (the "Contract") with [_____] (the "Media Partner") for the [insert description of Services] (the "Services"); and
- (B) By a contract dated [_____] day of [_____] 20[_____] (the "Sub-contract") the Media Partner appointed the [Sub-contractor] [Sub-consultant] to [insert description of works and/or services] (the "Sub-contract Services").

This Agreement is made as a deed IN CONSIDERATION of the payment of five pounds (£5) by the Authority to the [Sub-contractor] [Sub-consultant] (receipt of which the [Sub-contractor] [Sub-consultant] acknowledges), it is agreed that:

1. Without prejudice to any other warranties expressed in the Sub-contract or implied by law, the [Sub-contractor] [Sub-consultant] warrants and undertakes to the Authority that:
 - 1.1 it will provide the Sub-contract Services in a good and workmanlike manner in accordance with the Contract;
 - 1.2 the Sub-contract Services:
 - 1.2.1 shall be carried out with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type, and complexity to the Sub-contract Services;
 - 1.2.2 shall be provided using materials and goods which are of sound and satisfactory design and quality and in accordance with the standards referred to in the Contract;
 - 1.2.3 shall be provided in a safe manner and free from any unreasonable or avoidable risk to the health and well-being of persons using, operating or subsequently maintaining any equipment or using any premises referred to in the Contract, or of any other person, and in a safe, economic and efficient manner and free from any unreasonable or avoidable risk of pollution, nuisance, interference or hazard;
 - 1.2.4 shall be provided in accordance with the best industry principles and practices in the activity concerned and in accordance with the standards referred to in the Contract;
 - 1.3 it shall comply with all the requirements of any Act of Parliament, Statutory Instrument or Order or any other regulation having the force of law or bye-law and all regulatory requirements relevant to the [Sub-contractor's] [Sub-consultant's] business from time to time in force which are or may become applicable to the Sub-contract Services , and it shall not exercise its rights or perform its obligations under the Sub-contract in a manner that would cause the Authority to breach any regulatory requirements relevant to the Authority's business from time to time in force which may become applicable to the Sub-contract Services;



- 1.4 all materials and/or goods supplied under the Sub-contract and any equipment (or any part thereof) designed or replaced by the [Sub-contractor] [Sub-consultant] will be new and will in all respects be fit for the purposes for which such is intended (awareness of which purposes the [Sub-contractor] [Sub-consultant] acknowledges) and in particular but without limitation will be capable of operation as part of any system referred to in the Contract or Sub-contract and be so fit at least for the Contract period and will have a rate of deterioration no more than is reasonably to be expected of high quality, reliable, well designed and engineered, materials and goods;
- 1.5 it has complied and will continue to comply with the terms of, and will regularly and diligently carry out, its obligations under the Sub-contract;
- 1.6 it will procure that any [sub-contractor] [sub-consultant] engaged by it who undertakes any part of the Sub-contract Services will enter into warranties in favour of the Authority in terms identical (save as to the parties) to those set out in this Agreement, insofar as the terms contained in this Agreement are relevant to the scope of such [sub-contractor] [sub-consultant] responsibility;
- 1.7 and the obligations contained in this Agreement will apply to the [Sub-contractor's] [Sub-consultant's] agents, employees and suppliers, provided that the [Sub-contractor] [Sub-consultant] will have no greater liability to the Authority hereunder than it would have had if in lieu of this Agreement the Authority had been a party to the Sub-contract as joint employer but provided further that the [Sub-contractor] [Sub-consultant] shall not be entitled to set-off or deduct from any sums payable to the Authority under this Agreement any sums due or claimed as due by the [Sub-contractor] [Sub-consultant] from the Media Partner.
2. Each warranty referred to in **clause 1** will be construed as a separate warranty and will not be limited or restricted by reference to, or reference from, the terms of any other warranty or any term of the Sub-contract.
3. The [Sub-contractor] [Sub-consultant] will (at its own expense) upon request by the Authority prove to the Authority's reasonable satisfaction that the goods, materials and workmanship comply with the standards required by the Contract.
4. The [Sub-contractor] [Sub-consultant] will, save insofar as it is delayed by any event in respect of which the Media Partner is granted an extension of time under the Contract for completion of the Services:
 - 4.1 execute, complete and maintain the Sub-contract Services in accordance with the provisions of the Sub-contract; and
 - 4.2 ensure that the Media Partner will not become entitled to any extension of time for completion of the Services or to claim an additional payment under the Contract due to any failure or delay by the [Sub-contractor] [Sub-consultant].
5. The [Sub-contractor] [Sub-consultant] will from time to time supply the Authority and the Media Partner with such information as either may reasonably require.
6. Where the copyright in any drawings, designs, specifications, calculations, sketches and other documents ("copyright material") prepared by the [Sub-contractor] [Sub-consultant] in connection with the Sub-contract Services is the property of the [Sub-contractor] [Sub-consultant], the [Sub-contractor] [Sub-consultant] hereby grants to the Authority a worldwide, perpetual, royalty-free, non-exclusive and irrevocable licence to copy and use such copyright material for any purposes related to the project including (without limitation) the completion, modification, extension, maintenance and reinstatement of the Sub-contract Services, as well as operating, maintaining, modifying, repairing, configuring, replacing, correcting, extending, interfacing with, integrating with, connecting into and adjusting any equipment provided under the Contract and/or continuing any element of the Sub-contract Services and the Authority will be entitled to assign such rights [including this warranty agreement] to any nominee or successor and sub-license such rights to any third party.
7. The parties hereby agree that:



- 7.1 this Agreement will be personal to the [Sub-contractor] [Sub-consultant] who will not be entitled to assign or sub-contract any part of the Sub-contract or this Agreement without the prior written consent of the Authority;
- 7.2 the Authority and assignees may assign the benefit of this Agreement to any third party; and
- 7.3 the rights and remedies contained in this Agreement are cumulative and will not exclude any other right or remedy available to either party in law or equity.
8. Nothing in the [Sub-contractor's] [Sub-consultant's] tender or any specification, drawing, programme or other document put forward by or on behalf of the [Sub-contractor] [Sub-consultant] and no approval, consent, comment, acknowledgement, confirmation or advice at any time given by or on behalf of any person will operate to exclude or limit the [Sub-contractor's] [Sub-consultant's] liability for any breach of its obligations hereunder.
9. Any provisions relating to dispute resolution which are set out in the Contract will be deemed to apply to this Agreement as if they were set out herein (mutatis mutandis).
10. If any dispute of any kind whatsoever (the "**Dispute**") arises between the parties in connection with this Agreement or the Sub-contract Services which raises issues which are in the opinion of the Authority the same as or substantially the same as issues raised in a related dispute (the "**Related Dispute**") between the Authority and the Media Partner and such Related Dispute has already been referred to an adjudicator or a mediator appointed under provisions to that effect contained in the Contract, then the [Sub-contractor] [Sub-consultant] hereby agrees that the Authority may, at its discretion, by giving notice in writing to the [Sub-contractor] [Sub-consultant], refer the Dispute to the adjudicator or mediator (as applicable) appointed to determine the Related Dispute. In this event such conciliator will have power to give such directions for the determination of the Dispute and the Related Dispute as he/she may think fit and to make such awards as may be necessary in the same way as if the procedure of the High Court as to joining one or more defendants or joint co-defendants or third parties was available to the parties and to him/her.
11. Both the Authority and the [Sub-contractor] [Sub-consultant] acknowledge that in entering into this Agreement they are not relying upon any representation, warranty, or assurance made or given by the other party or any other person, whether or not in writing at any time prior to the execution of the Contract which is not expressly set out herein provided that nothing in this **clause 11** excludes any liability which one party would otherwise have in respect of any statement it has made fraudulently to the other party.
12. Step-In
 - 12.1 The [Sub-contractor] [Sub-consultant] will not exercise or seek to exercise any right which may be or become available to it to terminate or treat as terminated or repudiated the Sub-contract or its employment under it or discontinue or suspend the performance of any duties or obligations under the Sub-contract, without first giving to the Authority (with a copy to the Media Partner) not less than twenty-eight days' prior written notice specifying the [Sub-contractor] [Sub-consultant]'s grounds for terminating or treating as terminated or repudiated the Sub-contract or its employment under it or discontinuing or suspending its performance of the Sub-contract and stating the amount (if any) of monies outstanding under the Sub-contract (the "**Contract Termination Notice**").
 - 12.2 The Authority may, within eight calendar days of the Contract Termination Notice, give written notice to the [Sub-contractor] [Sub-consultant] (with a copy to the Media Partner) expressly confirming its intention to comply with **clause 12.3** and become the employer under the Sub-contract to the exclusion of the Media Partner (the "**Step In Notice**").
 - 12.3 Provided that the Authority has given the Step In Notice and the Media Partner has failed to remedy the breach specified in the Contract Termination Notice, then from expiry of the Contract Termination Notice (the "**Step In Commencement**" the Authority will become the employer under the Sub-contract to the exclusion of the Media Partner and will become responsible for all sums properly payable to the [Sub-contractor] [Sub-consultant] under the Sub-contract and for the observance and performance of all of the other duties and obligations on the part of the Media Partner to be observed and performed under the Sub-contract accruing due after the service of the Contract Termination Notice but

the Authority will in paying such sums be entitled to the same rights of set-off and deduction as would have applied to the Media Partner under the Sub-contract.

- 12.4 Notwithstanding anything contained in this Agreement and notwithstanding any payments which may be made by the Authority to the [Sub-contractor] [Sub-consultant] the Authority will not be under any obligation to the [Sub-contractor] [Sub-consultant] nor will the [Sub-contractor] [Sub-consultant] have any claim or cause of action against the Authority unless and until the Step In Commencement.
- 12.5 The [Sub-contractor] [Sub-consultant] further covenants with the Authority that from the Step In Commencement it will accept the instructions of the Authority to the exclusion of the Media Partner in respect of the Sub-contract Services upon the terms and conditions of the Sub-contract. The Authority shall then become the employer under the Sub-contract to the exclusion of the Media Partner, and the [Sub-contractor] [Sub-consultant] will, if so requested, enter into a novation agreement in order to substitute the Authority for the Media Partner under the Sub-contract.
- 12.6 Where the [Sub-contractor] [Sub-consultant] has given rights in relation to the Sub-contract similar to those contained in this **clause 12** to any other person then if both the Authority and any such other person serve notice under **clause 12.1** or **clause 12.3** or its equivalent the notice served by the Authority shall prevail.
- 12.7 The Authority may by written notice to the [Sub-contractor] [Sub-consultant] appoint another person to exercise its rights under this **clause 12** subject to the Authority remaining liable to the [Sub-contractor] [Sub-consultant] as guarantor for its appointee in respect of its obligations under this Agreement.
- 12.8 Notwithstanding the other provisions of this **clause 12**, if the Sub-contract has for any reason been terminated prior to receipt by the [Sub-contractor] [Sub-consultant] of a Step In Notice, the [Sub-contractor] [Sub-consultant] shall on receipt of any such notice from the Authority enter into a new sub-contract with the Authority on the same terms as the Sub-contract to continue the Sub-contract Services in all respects as if the Sub-contract had been transferred to the Authority in accordance with the provisions of this **clause 12**.
13. The [Sub-contractor] [Sub-consultant] by this Agreement covenants with the Authority that it has effected professional indemnity insurance with reputable insurers carrying on business in the European Union with a limit of indemnity of not less than £[figures] ([words] million pounds) for any one occurrence or series of occurrences arising out of any one event, in relation to the Sub-contract Services provided always that:
- 13.1 such insurance shall be in place from the date of commencement of the Sub-contract Services until no less than 12 years after completion of the Services; and
- 13.2 if such insurance is not available to the [Sub-contractor] [Sub-consultant] (and/or sub-contractors specialising in the fields in which the [Sub-contractor] [Sub-consultant] specialises) at commercially reasonable rates and terms (excluding any increase in premiums attributable to the actions, omissions, fs or defaults of the [Sub-contractor] [Sub-consultant]), the [Sub-contractor] [Sub-consultant] and the Authority will meet and the [Sub-contractor] [Sub-consultant] will outline the steps he intends to take to manage such risks. If the steps proposed by the [Sub-contractor] [Sub-consultant] are not reasonably acceptable to the Authority, the parties shall agree an alternative method of managing such risk.
- 13.3 On request the [Sub-contractor] [Sub-consultant] will provide the Authority with reasonable evidence that the policies referred to in this **clause 13** are in full force and effect and that the relevant premium has been paid.
14. Any notice to be given to either party hereunder will be deemed to be duly given if it is delivered by hand or sent by registered post or recorded delivery:
- 14.1 in the case of the Authority to the Authority's address for notices as set out in the Contract; and
- 14.2 in the case of the [Sub-contractor] [Sub-consultant] to: []



and any such notices will be deemed to be received 2 Business Days after being posted, if sent by registered post or recorded delivery, or immediately, if delivered by hand.

15. It is agreed that nothing in this Agreement will negate or diminish any duty or obligation owed to the Authority by the [Sub-contractor] [Sub-consultant].
16. This Agreement will be governed by and construed according to laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.
17. Subject to **clause 17.1** below, any person who is not a party to this Agreement will not have any benefit from or any rights under this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.
- 17.1 Any Tfl Affiliate (as such term is defined in the Contract) will have the right to enforce any provision contained in this Agreement against the [Sub-contractor] [Sub-consultant].
- 17.2 Notwithstanding **clause 17.1** above, the parties are entitled to waive or vary any term of this Agreement or rescind the Agreement (if applicable) without the consent of any Tfl Affiliate (as such term is defined in the Contract).

THIS AGREEMENT is executed as a deed and delivered on the date stated at the beginning of this Agreement

[ALL PARTIES TO EXECUTE AS A DEED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

 	 	
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16 SCHEDULE 16

Calculation of the Post Termination Amount

1. Introduction

This schedule only applies following termination or expiry of the Agreement, as between the Media Partner and TTL or any third party nominated by TTL as a successor to the Media Partner. It is intended to reflect common practice in the advertising industry for the transfer of contracts from one contractor to a successor contractor as at the date of this Agreement.

It is not intended to have any impact or bearing on the provisions of the Agreement, including in particular but without limitation **clause 7**.

2. Interpretation

For the purposes of this **Schedule 16**:

2.1 **"Credit"** means any credit properly payable to a Commercial Client under the terms of the relevant Post-Termination Advertising Contract in respect of a period of non-display of the Commercial Client's Advertisements;

2.2 **"Discount"** means any discount for prompt payment or any other discount to which a Commercial Client is properly entitled under the terms of the relevant Post-Termination Advertising Contract;

2.3 **"the Post-Termination Advertising Contracts"** means such of those Third Party Contracts as referred to in **clause 33.3.4** as relate to Advertising;

2.4 **"Provisions for Bad Debts"** means provisions for bad debts arising from the liquidation of Commercial Clients;

2.5 Gross Revenue shall be apportioned on a daily basis over the periods of display of the Advertisements to which it is attributable;

2.6 any Credit shall be apportioned on a daily basis over the period of non-display of the Advertisements to which it is attributable.

3. Statement of the Post-Termination Amount

The Statement of the Post-Termination Amount shall set out the following calculations in respect of the Post-Termination Advertising Contracts (or each of them as applicable) and all details of the computations used in calculating each amount:

3.1 the total Gross Revenue attributable to periods of display of the Post-Termination Advertising Contracts after the Termination Date ("A");

3.2 an estimate of the amount of Credits which may become payable after the Termination Date in respect of periods of non-display of the Post-Termination Advertising Contracts after the Termination Date ("B");

3.3 an estimate of the amount of Provisions for Bad Debts which ought properly to be made after the Termination Date in respect of periods of display of the Post-Termination Advertising Contracts after the Termination Date ("C");

3.4 an estimate of the amount of Discounts to which Commercial Clients may become entitled after the Termination Date in respect of periods of display of the Post-Termination Advertising Contracts after the Termination Date ("D").



4. Calculation of Post-Termination Amount


The Post-Termination Amount shall be calculated as:


$$(A) - (B + C + D)$$



17 SCHEDULE 17

Dispute Resolution

1. Any dispute or difference arising out of or related to this Agreement shall be referred to as a "**Dispute**". TTL and the Media Partner shall use all reasonable endeavours to negotiate in good faith and settle any Dispute. However, notwithstanding any other provision of this schedule, where the Dispute concerns "construction operations" as defined in Section 105 the Housing Grants, Construction and Regeneration Act 1996 (as amended) either Party may refer that Dispute to adjudication at any time and the provisions herein related to the conduct of adjudications generally shall not apply to such an adjudication but instead the Scheme for Construction Contracts shall apply (subject to the amendments set out in **Annex 2** hereto).
 2. If the Dispute is not settled through discussion between the parties' Contract Managers within a period of 30 (thirty) Business Days of the date on which the Dispute arose, the parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the parties for resolution.
 3. If the Dispute is not resolved within 30 (thirty) Business Days of referral to the Senior Personnel, either party may propose by notice to the other party (the "**Mediation Notice**") that a structured mediation or negotiation be entered into with the assistance of a mediator.
 4. If the parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 (twenty eight) Business Days of the service of the Mediation Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the parties or as the parties may otherwise agree in writing.
 5. Where a Dispute is referred to mediation under **paragraph 3**, the parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
 6. If the parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the parties' authorised representatives, shall be final and binding on the parties.
 7. Where the Dispute does not relate to "construction operations" as defined in Section 105 the Housing Grants, Construction and Regeneration Act 1996 (as amended), if either party refuses at any time to participate in the mediation procedure and in any event if the parties fail to reach agreement on the Dispute within 40 (forty) Business Days of the service of the Mediation Notice either party may give written notice to the other party requiring reference of the Dispute to an Adjudicator in accordance with **paragraph 7A** of this **Schedule 17** ("**Notice of Adjudication**").
- 7A.1 Every Notice of Adjudication shall contain:
- (a) a statement indicating under which clause or clauses of this Agreement the Dispute arises; and
 - (b) a concise summary of the nature and background of the Dispute and the issues arising and a statement of the relief or remedy claimed.
- 7A.2 Should either party give a Notice of Adjudication, immediately thereafter the parties shall endeavour to agree an independent adjudicator ("**Adjudicator**") who is suitably qualified and experienced in the field that relates to the nature of the Dispute and who, to the parties' knowledge, is willing to accept the reference of the Dispute referred to in the Notice of Adjudication. In the event of the parties failing to jointly appoint a person willing and suitable to act as Adjudicator within 14 days of the Notice of Adjudication, either party may apply to the President or Vice-President or other duly authorised officer of the London Court of International Arbitration ("**Nominating Authority**") to appoint an Adjudicator.
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- 7A.3 The terms of remuneration of the Adjudicator shall be agreed by the parties and the Adjudicator as soon as is reasonably practicable after the Notice of Adjudication is given. If either party (but not both parties) rejects the terms of the remuneration of the Adjudicator, the same shall be settled (and binding upon the parties) by agreement between the Nominating Authority and the Adjudicator (provided that the level of the Adjudicator's fees shall not exceed the level originally proposed to the parties by the Adjudicator). If both parties reject the terms of remuneration proposed by an Adjudicator, another person shall be appointed as an Adjudicator in accordance with **paragraph 7A.2**.
- 7A.4 If: (a) a Notice of Adjudication ("**Second Notice of Adjudication**") is given within 14 days of a previous Notice of Adjudication ("**First Notice of Adjudication**") given in respect of a Dispute in which the Second Notice of Adjudication is given; (b) the Second Notice of Adjudication relates to any of the same or similar issues raised by the First Notice of Adjudication, and (c) no written submission has been made pursuant to the **Annex 1** of this **Schedule 17** in respect of the First Notice of Adjudication, then the Second Notice of Adjudication shall be referred to the Adjudicator appointed (or to be appointed) under the First Notice of Adjudication. In this event, the Adjudicator shall conduct the references in respect of the First Notice of Adjudication and the Second Notice of Adjudication at the same time and any decision given by the Adjudicator in respect of those Notices of Adjudication shall be made in accordance with **paragraph 7A.7**.
- 7A.5 The parties may jointly terminate the Adjudicator's appointment at any time. In such a case or if the Adjudicator fails to give notice of his decision within the period referred to in **paragraph 7A.7** and the parties do not jointly extend the time for his decision to be made or if at any time the Adjudicator declines to act or is unable to act as a result of his death, disability, resignation or otherwise, a person shall be appointed to replace the Adjudicator ("**Replacement Adjudicator**") in accordance with the provisions of **paragraph 7A.2**. In the event of the parties failing to jointly appoint a person willing and suitable to act as Replacement Adjudicator within 14 days, either party may apply to the Nominating Authority to appoint a Replacement Adjudicator. Provided that where the Adjudicator has failed to give notice of his decision within the period referred to in **paragraph 7A.7** or any extended time jointly agreed by the parties and either party has commenced court proceedings pursuant to **paragraph 7B**, no Replacement Adjudicator shall be appointed in accordance with this **paragraph 7A.5** and the Dispute shall be determined by the court in accordance with **paragraph 7B**.
- 7A.6 As soon as reasonably practicable following receipt of the Notice of Appointment (as defined in the **Annex 1** hereto) of the Adjudicator any party who gave a Notice of Adjudication shall send to the Adjudicator:
- (a) a copy of the Notice of Adjudication (or, if applicable, the Notices of Adjudication); and
 - (b) a copy of this Agreement.
- 7A.7
- (a) The Adjudicator shall conduct the reference in accordance with Annex 1 hereto and no later than the 42nd day after the sending of written confirmation to the parties of the appointment of the Adjudicator pursuant to **Annex 1** hereto ("**Date of Appointment**") (or where more than one Dispute is referred to the Adjudicator, no later than the 42nd day after receipt by him of the latest Notice of Adjudication, if later), the Adjudicator shall give written notice of his decision (including in relation to the costs and fees of the adjudication and his remuneration and expenses) to the parties.
 - (b) The Adjudicator shall act as expert and not as arbitrator and the Adjudicator's decision shall be final and binding upon the parties and the Adjudicator unless and until as hereinafter provided the Dispute is finally determined by the court pursuant to **paragraph 7B** or by agreement.
- 7A.8 Notice of the Adjudicator's decision (stating that it is given under **paragraph 7A.7**) shall include a summary of the Adjudicator's findings and, if agreed by the parties, a statement of the reasons for his decision.
- 7A.9 The parties shall to the extent that the Adjudicator's decision is compatible with any safety review procedures to which they are bound give effect forthwith to the Adjudicator's
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decision in every respect unless and until as hereinafter provided the decision of the Adjudicator is revised by the court pursuant to **paragraph 7B**. Either party may apply to any appropriate court for enforcement of the Adjudicator's decision. Neither any form of enforcement of the Adjudicator's decision nor any form of challenge to the enforcement of the Adjudicator's decision nor any dispute arising out of or in connection with such enforcement or challenge shall be regarded and treated as a Dispute for the purposes of **paragraphs 1 to 6** of this **Schedule 17**.

- 7A.10 Although a decision of an Adjudicator shall be final and binding pursuant to **paragraph 7A.7(b)** and the parties shall give effect to the Adjudicator's decision pursuant to **paragraph 7A.9**, if any decision of the Adjudicator shall be revised by the court pursuant to **paragraph 7B**, a party shall be deemed not to have committed a breach of this Agreement by reason of having acted in accordance with the Adjudicator's decision.
- 7A.11 In any case where the Adjudicator is appointed as a replacement pursuant to **paragraph 7A.5**, the parties shall each send to the Replacement Adjudicator, as soon as reasonably practicable, copies of all documents supplied by them to the Adjudicator he replaces. The reference shall continue as if there had been no change of Adjudicator.
- 7A.12 Subject to any agreement of the parties, the Adjudicator shall allocate the costs and fees of the adjudication as between the parties. Unless the parties otherwise agree, the Adjudicator shall award such costs and fees on the general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in relation to the whole or part of the costs or fees including having regard to the conduct of the parties in the adjudication. The parties agree to be bound by the Adjudicator's allocation of costs and fees and shall pay such costs and fees in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by the court pursuant to **paragraph 7B**.
- 7A.13 Subject to any agreement of the parties, the Adjudicator shall allocate payment of his remuneration and expenses between the parties. Unless the parties otherwise agree, the Adjudicator shall award the payment of his remuneration and expenses on the general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in relation to the whole or part of his remuneration or expenses including having regard to the conduct of the parties in the Adjudication. The parties agree to be bound by the Adjudicator's allocation of payment of his remuneration and expenses and shall pay such remuneration and expenses in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by the court pursuant to **paragraph 7B**.
- 7A.14 If the terms of the Adjudicator's appointment provide for the payment of his remuneration and expenses before giving notice of his decision to the parties pursuant to **paragraph 7A.7**, the parties shall pay such remuneration and expenses in equal amounts, and shall make adjustment payments between themselves following any direction made by the Adjudicator pursuant to **paragraph 7A.13**.
- 7B.1 If either party is dissatisfied with the Adjudicator's decision in relation to a Dispute, it may, on or before the 42nd day after the day on which it received notice of such decision, commence court proceedings for the determination of the Dispute.
- 7B.2 If the Adjudicator fails to give notice of his decision on or before the 42nd day after the Date of Appointment (or where more than one Dispute is referred to the Adjudicator no later than the 42nd day after receipt by him of the latest Notice of Adjudication, if later) (or any later day which the parties may have jointly agreed with the Adjudicator pursuant to **paragraph 7A.5**), then either party, on or before the 42nd day after the day on which the said period of 42 days has expired (or the 42nd day after any such later day which the parties shall have jointly agreed pursuant to **paragraph 7A.5**) may commence court proceedings for determination of the Dispute.
- 7B.3 In relation to any proceedings commenced pursuant to **paragraph 7B.1** or **paragraph 7B.2**:
- (a) neither party shall be limited in the proceedings before the court to the evidence or arguments put before the Adjudicator;



- (b) the Adjudicator shall not be called as a witness nor required to give evidence before the court on any matter whatsoever; and
 - (c) either party may request the Court to set aside or revise a direction by the Adjudicator in respect of payment by the parties of the costs or fees of the adjudication and/or payment of the remuneration and expenses of the Adjudicator.
1. For the avoidance of doubt, the Media Partner shall continue to perform any obligations under this Agreement in accordance with this Agreement and without delay or disruption while the Dispute is being resolved pursuant to this **Schedule 17**.
 2. Neither party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this **Schedule 17** and this **Schedule 17** shall not apply in respect of any circumstances where such remedies are sought.



Annex 1 - Adjudication Procedure

1. Forthwith upon the agreement or determination of his terms of remuneration the Adjudicator shall notify the parties in writing (post, email or facsimile) of his appointment ("**Notice of Appointment**") and the postal address, the email address and the facsimile, if any, at which notices or other communications should be addressed to him.
2. All notices, written submissions and any other written communications between the parties and the Adjudicator shall either be delivered by hand, sent by email, sent by facsimile or sent by first class pre-paid post or recorded delivery and shall in each case be copied simultaneously (delivered or sent as aforesaid) to the other party. Copies by way of confirmation of all communications by email or facsimile between the parties and the Adjudicator shall also be sent by first class post not later than the Business Day next following the date of the original facsimile transmission.
3. Within 7 days of receipt of the Notice of Appointment (or where more than one Dispute is referred to the Adjudicator, within 7 days of receipt of the latest Notice of Adjudication, if later) each party may make one written submission to the Adjudicator and within 7 days from the date of receipt of any written submission of the other party may make a written response to the other party's submission. To the extent practicable, the parties will endeavour to restrict the length of their submissions to 50 single sided pages of single spaced text. Any submission made by either party shall contain copies of all documents on which that party wishes to rely (or a list of such documents if they are already in the possession of the other party). All written submissions and written responses shall either be delivered by hand, sent by email or sent by facsimile or post in accordance with **paragraph 2** of the Annex hereto within the relevant periods referred to in this **paragraph 3**. The Adjudicator shall consider such written submissions and written responses as may be made by the parties pursuant to this **paragraph 3**.
4. The Adjudicator shall inform the parties not less than 7 days before the date when he expects to give written notice of his decision to them, and at least 3 days before such date each party shall be entitled to make one written submission to him in relation to the costs and fees of the adjudication and his remuneration and expenses. Any such submission made by any party shall contain copies of all documents on which that party wishes to rely. Any such submission shall either be delivered by hand or sent by facsimile or post in accordance with the Annex hereto within the relevant period referred to in this **paragraph 4**. The Adjudicator shall consider such submissions as may be made by the parties pursuant to this **paragraph 4**.
5. The Adjudicator may with the consent of the parties seek legal or technical advice from consultants whose appointment by the Adjudicator (including terms of remuneration) is subject to the approval of the parties.
6. The Adjudicator may, in his discretion, but shall not be obliged to:
 - (a) convene meetings upon reasonable notice to the parties at which such parties and their representatives shall be entitled to be present;
 - (b) submit lists of questions to the parties to be answered in such meetings or in writing within such reasonable time as he may require;
 - (c) require the parties to provide him with such information, access and other facilities as he may reasonably require for the determination of the Dispute;
 - (d) otherwise take such action and adopt such procedures as do not conflict with any of the provisions of the Agreement or the Annex hereto and shall be reasonable and proper for the just, expeditious and economical determination of the Dispute;
 - (e) inspect any part of the Advertising Estate.



7. The Adjudicator shall adopt any other procedures (including any variation of the procedures provided for under this Annex) which may be agreed between the parties for determination of the Dispute.
8. The Adjudicator shall act impartially and as an expert (not as an arbitrator) in the conduct of the reference and in reaching his decision.
9. All information of whatever nature provided to the Adjudicator by either party shall be copied to the other party or (here copying is not practicable) the other party shall be entitled to inspect it.
10. All meetings shall be private and save as expressly provided in the Annex hereto or as required by law the Adjudicator shall keep confidential the Dispute, all information of whatever nature provided to him by or on behalf of any party and his decision.



Annex 2 – Amendments for the Scheme of Construction Contracts

Paragraph	Amendments
7(4)	Add a new paragraph 7(4) "Save where the adjudicator shall otherwise direct, the other party shall serve on the adjudicator and the referring party within seven days of service of the referral notice, his response to the referral notice to which the provisions of paragraph 7(2) and 7(3) shall apply."
13(f)	Delete in line 2 from "provided" to "intention" and insert "subject to notification to the parties and obtaining consent from at least one of them".
22	Delete "if requested by one of the parties to the dispute, the" and insert "The".



18 SCHEDULE 18

Exit Plan

Part 1

1. Scope

This Schedule:

- 1.1 sets out the approach to be followed on the termination or expiry of the Agreement; and
- 1.2 requires the Media Partner to support an orderly, controlled transition of responsibility for the exercise of the Advertising Rights from the Media Partner to the Incoming Media Partner or TTL, at TTL's direction, with the minimum of disruption and so as to prevent or mitigate any inconvenience to TTL by means of the implementation of the Exit Plan.

2. Development and Review of Exit Plan

- 2.1 The Media Partner shall prepare an Exit Plan within 3 months of the Contract Commencement Date and submit it to TTL for approval.
- 2.2 The Media Partner shall ensure that the Exit Plan includes the maximum level of detail as is possible to determine at the time of preparation of the Exit Plan.
- 2.3 The Media Partner shall, on a six-monthly basis from the Service Commencement Date and at any other time the Authority or the Media Partner deems necessary throughout the Agreement:
 - 2.3.1 review and revise the Exit Plan to take into account changing technologies and any changes to the scope or nature of the Advertising Rights; and
 - 2.3.2 agree with TTL the scope and detail of any necessary revisions to the Exit Plan and shall promptly submit such revised Exit Plan to TTL for approval.
- 2.4 The Media Partner shall make such amendments to the Exit Plan as TTL may reasonably require from time to time.

3. Disclosure of Exit Documents

The Media Partner acknowledges that, notwithstanding any of TTL's obligations of confidentiality under the Agreement, TTL may at any time disclose the Exit Plan to third parties who are tendering or involved in the tendering process for the re-let of the exercise of the Advertising Rights or substantially similar rights on termination or expiry of this Agreement to an Incoming Media Partner.

4. Contents of the Exit Plan

The Media Partner shall ensure that the Exit Plan shall contain all detail necessary to effect a smooth and orderly termination of the exercise of the Advertising Rights and hand-over to TTL or an Incoming Media Partner, and shall, without limitation detail the following;

- 4.1 set out the respective obligations of the parties and applicable timescales;
- 4.2 a requirement that the Media Partner provides details of Media Partner Personnel and Sub-contractors' personnel who may transfer in accordance with TUPE, including without limitation names, salaries, length of service and pension details to TTL within fifteen (15) Business Days of request from TTL;
- 4.3 include a list of Key Personnel;
- 4.4 include details of the parties' respective responsibilities and obligations during exit;



- 4.5 include the timetable for the transfer of the exercise of the Advertising Rights which shall include:
 - 4.5.1 dependencies on TTL, the Media Partner, any Incoming Media Partner and third parties;
 - 4.5.2 when the Media Partner shall provide:
 - 4.5.2.1 Data;
 - 4.5.2.2 Design documents;
 - 4.5.2.3 Specifications;
 - 4.5.3 the timing for transfer of Personnel, if any, and related activities;
- 4.6 document the key activities to be undertaken during exit;
- 4.7 detail the documentation to be prepared and made available by the Media Partner during exit.



19 SCHEDULE 19

Form of Variation

Counterparties:

i) TRANSPORT TRADING LIMITED (Company registration number 03914810) whose registered office is at Windsor House 42-50 Victoria Street London SW1H 0TL ("TTL"); and

ii) EXTERION MEDIA (UK) LIMITED (Company registration number 02866133) whose registered office is at Camden Wharf, 28 Jamestown Road, London, NW1 7BY

Contract Number: Tfl 90956

Variation Number: [to be inserted at time of the variation]

Date: [to be inserted at time of the variation]

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to the Agreement, authority is given for the variation to the Agreement as detailed below. The duplicate copy of this form must be signed by or on behalf of both parties as an acceptance by both parties of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO TTL	
EXTRA COST TO TTL	
TOTAL	



ACCEPTANCE BY THE MEDIA PARTNER	
Date	Signed Print Name
ACCEPTANCE BY TTL	
Date	Signed Print Name



20 SCHEDULE 20

Equality and Diversity

Part 1 Equality And Supplier Diversity

1. A list of Equality and Supplier Diversity definitions can be found in **Appendix 1 of Part 2** to this **Schedule 20**.

2. Equality and Diversity

2.1 Strategic Equality and Diversity Plan

2.1.1 For the term of this Agreement, the duration of this Agreement the Media Partner shall comply with the Agreed Strategic Equality and Diversity Plan and shall procure that each of its sub-contractors:

- adopts and implements; and
- in respect of indirect sub-contractors, uses reasonable endeavours to procure that those indirect sub-contractors adopt and implement,

a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Agreement which is at least as extensive in scope as that agreed with TTL and set out in the Agreed Strategic Equality and Diversity Plan.

For the purposes of this Agreement the expression "**Agreed Strategic Equality and Diversity Plan**" means the Strategic Equality & Diversity Plan as negotiated and agreed between the parties and attached at **Appendix 2 of Part 3** to this **Schedule 20** (and as amended from time to time with any amendments being subject to the prior written approval of TTL acting reasonably).

2.1.2 Where any sub-contractor has, pursuant to **paragraph 2.1.1** or otherwise, adopted a strategic equality and diversity plan, the Media Partner shall procure that each sub-contractor:

- provides; and
- in respect of indirect sub-contractors, uses reasonable endeavours to procure that those indirect sub-contractors provide:

a copy of its strategic equality and diversity plan (and any amendments thereto) to TTL or its nominee as soon as reasonably practicable after adoption of the strategic equality and diversity plan.

2.2 Diversity Training

2.2.1 For the duration of the Agreement, the Media Partner shall comply with the Agreed Training Plan in relation to all of its employees engaged in the performance of the Advertising Activities. For the purposes of the Agreement the expression "**Agreed Training Plan**" means the diversity training plan set out as agreed and attached at **Appendix 3 of Part 4** to this **Schedule 20** (and as amended from time to time with any amendments being subject to the prior written approval of TTL acting reasonably). The Media Partner shall procure that each of its sub-contractors:

- adopts and implements; and
- in respect of indirect sub-contractors uses reasonable endeavours to procure that those indirect sub-contractors adopt and implement,



a diversity training plan in respect of their respective employees engaged in the performance of the Agreement which is at least as extensive in scope as that agreed with TTL and set out in the Agreed Training Plan.

2.2.2 Where a sub-contractor has, pursuant to **paragraph 2.1.1** or otherwise, adopted a diversity training plan, the Media Partner shall procure that each indirect sub-contractor:

- provides; and
- in respect of indirect sub-contractors, uses reasonable endeavours to procure that those indirect sub-contractors provide;

a copy of its diversity training plan (and any amendments thereto) to TTL or its nominee as soon as reasonably practicable.

2.2.3 The Media Partner shall ensure that all Media Partner Personnel engaged in the performance of the Advertising Activities receive equality and diversity training annually and that all new Media Partner Personnel (including Media Partner Personnel who have been rehired by the Media Partner) receive an equality and diversity induction within 3 months of commencing employment by the Media Partner. Equality and diversity training will consist of an awareness workshop, or refresher course delivered with an emphasis on equality and diversity. Where the Media Partner is not the employer of the Media Partner Personnel, the Media Partner will use its reasonable endeavours to ensure that Media Partner Personnel receive such training from their employer.

2.3 **Supplier Diversity**

2.3.1 For the duration of the Agreement the Media Partner shall at all times comply with the Agreed Supplier Diversity Plan. For the purposes of the Agreement the expression "**Agreed Supplier Diversity Plan**" means the supplier diversity plan set out as agreed and attached at **Appendix 4** in **Part 5** of this **Schedule 20** (and as amended from time to time with any amendments being subject to the prior written approval of TTL acting reasonably). The Media Partner shall procure that each of its sub-contractors:

- adopts and implements; and
- in respect of indirect sub-contractors, uses reasonable endeavours to procure that those indirect sub-contractors adopt and implement

a supplier diversity plan in relation to the performance of the Agreement which is at least as extensive as the Agreed Supplier Diversity Plan.

2.3.2 Where a sub-contractor has, pursuant to **paragraph 2.3.1** or otherwise, adopted a supplier diversity plan, the Media Partner shall procure that each of its sub-contractors:

- provides; and
- in respect of its indirect sub-contractors, use reasonable endeavours to procure that those indirect sub-contractors provide;

a copy of its supplier diversity plan (and any amendments thereto) to TTL or its nominee as soon as reasonably practicable.

2.4 **Monitoring and Reporting**

2.4.1 Subject to **paragraph 2.4.2**, the Media Partner shall provide TTL on the 6 month anniversary of the Service Commencement Date and thereafter on each 12 month anniversary of that first provision, or such other frequency as TTL may reasonably request, with the following information:



2.4.1.1 An annual report on performance and compliance with the equality and diversity provisions as set out in **paragraphs 2.1 to 2.3** above. The annual report should set out:

(a) the performance of the Media Partner over the past 12 months in relation to the Agreed Strategic Equality and Diversity Plan, the Agreed Training Plan, the Agreed Supplier Diversity Plan and the agreed communications plan and/or the action plan submitted for the previous 12 months in accordance with **paragraph 2.4.1.2** below;

(b) the proportion of its employees engaged in the performance of the Agreement and, to the extent reasonably possible, the employees of its sub-contractors or indirect sub-contractors engaged pursuant to the terms of the relevant sub-contracts in the performance of the Agreement who have indicated that they are:

- female;
- of non-white British origin or who classify themselves as being non-white British;
- from the local community; and
- disabled.

(c) to the extent the relevant information has been obtained by the Media Partner (using reasonable endeavours to obtain it), a statement broken down by activity and material type of how they have used and how much has been spent with:

- Small and Medium Enterprises;
- Black, Asian and Minority Ethnic businesses;
- Suppliers from other under-represented or protected groups; and
- Suppliers demonstrating a diverse workforce composition.

(d) the Media Partner's Agreed Annual Equality and Diversity Action Plan containing actions which:

- support the equality and diversity requirement within this equality and diversity compliance schedule;
- have realistic target dates assigned and be challenging but achievable; and
- have been presented to and agreed by TTL before the Contract Commencement Date.

2.4.1.2 Progress and approval (where due) of actions will be monitored via four (4) Quarterly (or as otherwise agreed) progress meetings with TTL. The Media Partner shall provide a written update prior to the progress meetings and should request additional meetings (if necessary) with TTL to discuss progress or seek sign-off for completed actions.

2.4.2 The Media Partner shall ensure at all times that it complies with the requirements of the Data Protection Act 1998 (as may be amended) in the collection and reporting of the information to TTL pursuant to **paragraph 2.4.1**.

2.4.3 The Media Partner's Equality and Diversity Manager shall attend the Equality and Diversity Managers Meeting with TTL and, if appropriate, others, on a quarterly basis to discuss:

- Equality and diversity legislation, Mayor of London strategies and TfL policies;
- Performance and benchmarking;
- Innovations and efficiencies; and
- Training.



Meetings will be hosted at venues agreed by the parties. The meetings will be chaired by a representative of TTL.

2.5 Equality and Diversity Infractions

2.5.1 If the Media Partner or any of its sub-contractors commits an Equality and Diversity Infraction, TTL shall be entitled (but not obliged) to act as follows:

2.5.1.1 if an Equality and Diversity Infraction is committed by the Media Partner then TTL may serve written notice upon the Media Partner identifying in reasonable detail the nature of the Equality and Diversity Infraction, and the Media Partner shall cease committing and remedy, at its own cost, the Equality and Diversity Infraction, within 30 days of receipt of such notice (or such longer period as may be specified in the notice); or

2.5.1.2 if the Equality and Diversity Infraction is committed by a sub-contractor of the Media Partner, TTL may serve written notice upon the Media Partner identifying in reasonable detail the nature of the Equality and Diversity Infraction, and the Media Partner shall procure that the sub-contractor ceases committing and remedies, at its own cost, the Equality and Diversity Infraction within 30 days of receipt by the Media Partner of such notice (or such longer period as may be specified in the notice). If the Media Partner fails to procure the remedy of the Diversity Infraction, TTL may serve a further written notice upon the Media Partner and within 30 days of receipt of such further notice (or such longer period as may be specified in the notice), the Media Partner shall terminate, at its own cost, the relevant sub-contract with its sub-contractor and procure performance of the affected Advertising Activities by another Third Party which also complies with the obligations specified in **paragraphs 2.1 to 2.4** of this **Schedule 20**.

2.5.2 Where the Media Partner fails on 12 (twelve) or more occasions during the Agreement or on 6 (six) occasions in any calendar year to: (i) remedy the relevant Equality and Diversity Infraction within 30 days of the Media Partner's receipt of a notice given pursuant to **paragraph 2.5.1 (A)**; or terminate the sub-contract with the relevant defaulting sub-contractor and procure performance of the affected Advertising Activities by another Third Party within 30 days of the Media Partner's receipt of the further notice given pursuant to **paragraph 2.5.1 (B)**, the Media Partner will be in breach of the Agreement and TTL shall be entitled (but not obliged) to terminate the Agreement, without further notice to the Media Partner, in accordance with **clause 32** of the Agreement.

2.5.3 For the purposes of this **paragraph 2.5 "Equality and Diversity Infraction"** means any breach by the Media Partner of its obligations specified in **paragraphs 2.1 to 2.4** of this **Schedule 20** and/or any failure by a sub-contractor to adopt and implement a strategic equality and diversity plan, a diversity training plan and/or a supplier diversity plan as described in **paragraphs 2.1 to 2.3** of this **Schedule 20**.

2.6 Equality and Diversity Audit

2.6.1 On giving reasonable notice, TTL or its nominee may from time to time undertake an audit or check of any and all information regarding the Media Partner's compliance with **paragraphs 2.1 to 2.5**. TTL's rights pursuant to this paragraph shall include any and all documents and records of the Media Partner and its sub-contractors and, where applicable, subject to the provisions of **paragraphs 2.1 to 2.3**, indirect sub-contractors and shall include the Minimum Records.

2.6.2 The Media Partner shall maintain and retain the Minimum Records during the Term and for a minimum of 6 years from the Termination Date with respect to all matters in respect of the performance of and compliance with **paragraphs 2.1 to 2.5**. The Media Partner shall procure that each of its sub-contractors and, where applicable subject to the provisions of **paragraphs 2.1 to 2.3**, indirect



sub-contractors shall, maintain and retain the Minimum Records during the Term and for a minimum of 6 years from the Termination Date with respect to all matters in respect of the performance of and compliance with **paragraphs 2.1 to 2.5**. The Media Partner shall procure that each sub-contract and, where applicable, subject to the provisions of **paragraphs 2.1 to 2.3**, each sub-contract between its sub-contractors and any indirect sub-contractors of the Media Partner shall contain rights of audit in favour of and enforceable by TTL substantially equivalent to those granted by the Media Partner pursuant to **paragraph 2.6.1**.

- 2.6.3 TTL agrees that it shall (i) not exercise its right of audit under this **paragraph 2.6** more than once each Quarter, (ii) not employ or engage the services of any outdoor advertising company to assist TTL in relation to TTL's right to audit under this **paragraph 2.6**, and (iii) co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Media Partner and each sub-contractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Agreement.
- 2.6.4 The Media Partner shall promptly provide, and procure that its sub-contractors and, where applicable subject to the provisions of **paragraphs 2.1 to 2.3**, indirect sub-contractors promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
 - 2.6.4.1 granting or procuring the grant of access to any premises used in the Media Partner's performance of the Agreement or in the relevant sub-contractor or indirect sub-contractor's performance of its subcontract, whether the Media Partner's own premises or otherwise;
 - 2.6.4.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Media Partner's or the relevant sub-contractor or indirect sub-contractor's obligations specified in **paragraphs 2.1 to 2.5**, wherever situated and whether the Media Partner's own equipment or otherwise; and
 - 2.6.4.3 complying with TTL's reasonable requests for access to senior Media Partner Personnel engaged in the Media Partner's performance of the Agreement or the relevant sub-contractor or indirect sub-contractor's performance of its sub-contract.
- 2.6.5 For the purposes of this **paragraph 2.6** the expression "**Minimum Records**" means all information relating to the Media Partner's performance of and compliance with **paragraphs 2.1 to 2.5** and the adoption and implementation of a Strategic Equality and Diversity Plan, an Agreed Training Plan and an Agreed Supplier Diversity Plan by each sub-contractor and, where applicable, subject to the provisions of **paragraphs 2.1 to 2.3**, indirect sub-contractors.
- 2.6.6 Nothing in this **paragraph 2.6** shall require the Media Partner to provide (or procure the provision of) or give TTL a right to audit or inspect: records or activities unrelated to this Agreement; records or documents in draft form; legally privileged information or discussions; or information in which the Media Partner or any of its sub-contractors owes duties of confidence to a third party."



Part 2 Appendix 1

Equality and Supplier Diversity Definitions

General Equality and Supplier Diversity Definitions

The following terms, where used in the Agreed Strategic Equality and Diversity Plan, Agreed Training Plan, Agreed Supplier Diversity Plan will have the following meanings.

1. **Access**

The methods by which people with a range of needs find out about and apply for employment opportunities and find out about and use services and information.

2. **Black Asian and Minority Ethnic Groups**

This is an inclusive term that refers to all ethnic groups who have a common experience of discrimination on the basis of their skin colour or ethnic origin.

Children and young people can be further subdivided into:

(i) Young children – those that use the transport network escorted by parents or carers

(ii) School children – those, usually at secondary school, that use the transport network independently or with members of their peer group.

3. **Young adults**

Generally defined as ages 16 – 24, whether in education or employment.

4. **Consultation**

Any suitable means by which advice is given or views are exchanged. Consultation involves consultees in meaningful, genuine dialogue when proposals are still in the formative stage.

5. **Disability**

The Disability Discrimination Act 1995 defines disability as 'a physical or mental impairment, which has a substantial and long-term adverse effect on a person's ability to carry out normal day to day activities'.

6. **Discrimination**

The law recognises two main types of discrimination, direct and indirect:

(i) **Direct discrimination**

Occurs when someone is treated less favourably than others on the basis of their race, colour, age, religion, nationality (including citizenship), marital status, sex, sexual orientation, disability, ethnic or national origin, religion or belief.

(ii) **Indirect discrimination**

Occurs when a provision, criterion or practice is applied which applies equally to everyone, but can be shown to put people at a much greater disadvantage than others by reason of their race, sex, disability etc where such treatment cannot be objectively justified.

7. **Diversity**

The differences in the values, attitudes, cultural perspective, beliefs, ethnic background, sexuality, skills, knowledge and life experiences of each individual in any group of people. Diversity is essentially the acknowledgement and respect of differences within and between groups of people and or organisations. The primary differences that are recognised legislatively are age, disability,



ethnicity, faith, gender and sexual orientation. However, the TfL group accepts that our society is diverse in numerous other ways including employment and general social condition.

8. Equalities

A term used to refer to all work addressing issues of discrimination and disadvantage, particularly as it relates to age, disability, faith, gender, race or sexual orientation.

9. Equality

The vision or aim of creating a society (or aspects of society) where power and quality of life is shared equally and both individuals and groups are able to live their lives free from discrimination and oppression. The definition of equality that has been adopted by the GLA/TfL is that "An equal society protects and promotes equal, real freedom and the opportunity to live in the way people value and would choose, so that everyone can flourish. An equal society recognises people's different needs, situations and goals, and removes the barriers that limit what people can do and be." This is further explained as: "It is about what we can do to create a fairer society and recognises that equality is an issue for us all. We don't all start from the same place and to create a fairer society we need to recognise different needs. This focuses on promoting equality for those groups who enjoy legal protection against discrimination, but also for other groups who may face discrimination and disadvantage – for example, due to class or income - whose needs have often been ignored."

This is the definition adopted by the GLA/TfL in 'Equal Life Chances for All' and is designed to ensure that all Londoners are able to access opportunities in all spheres without impediments.

10. Equality and Supplier Diversity

Equality and Supplier Diversity is the terminology that will be used to relate to what has previously been defined as the 'supplier diversity' agenda. It is all embracing and reflects TfL's approach to this aspect of Responsible Procurement and the delivery of the Mayor's Equal Life Chances for All agenda. This term will be used to replace "supplier diversity" in all aspects of procurement other than when it is being used to refer to specific supply chain areas activities and the supplier diversity plan. For TfL and the TfL Affiliates the principles of equality and diversity underpin all that we do and all that our contractors do on our behalf. It is about recognising differences but at the same time recognising that equality and diversity are issues for us all.

11. Equality Impact Assessments (EqIA)

An EqIA is a means to ensure that what TfL and the TfL Affiliates do as a service provider and an employer meets the needs of all customers and staff. It is an exercise to test thinking and assumptions and to build in best practice at the design stage of a project. EqIA's are a statutory requirement for public sector organisations. EqIA's are used to ensure that the organisation does not discriminate and that equality is promoted whenever possible. This requires project managers to assess projects at the earliest possible stage of development to determine what if any impact the project is likely to have on the different Equality and Diversity target groups in London. For any project where the impact is likely to be either positive or negative it is likely that Equality and Diversity will be a core requirement.

12. Ethnicity

An individual's identification with a group sharing any or all of the following: nationality, lifestyles, religion, customs and language.

13. Equal Opportunities

The development of practices that promote the possibility of fair and equal chances for all to develop their full potential in all aspects of life and the removal of barriers of discrimination and oppression experienced by certain groups.

14. Exemplary Employer

An employer that is at the leading edge of good practice, that people want to work for, and that offers favourable terms and conditions to its employees.

15. Gender



The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex' a term referring to biological differences.

16. **Gay**

This term is preferable when referring to gay men or women. The word 'homosexual' (implying a condition or illness) is usually viewed as an offensive term by gay people. The word 'gay' is normally attributed to men. However at times it can be used as an all-encompassing term for gay men, lesbians and bisexual people.

17. **Inclusion**

A belief in every person's inherent right to participate fully in society. The goal of inclusion is for all people to lead productive lives as full, participating members of their communities.

18. **Mainstreaming**

The integration of equalities into policy, development, implementation evaluation and review. Each part of the organisation accepts its own responsibility for promoting equality of opportunity and challenging discrimination.

19. **Medical Model of Disability**

The medical model looks at disability as being caused by medical symptoms. It is the impairments that prevent the person from fully participating in society, and the disabled person should adapt to fit into a non-disabled world. If this is not possible, then the needs should be met outside of mainstream society. It focuses on the disability rather than the needs of the person.

20. **Sexual Orientation**

A person's emotional, physical and/or sexual attraction, and the expression of that attraction. It is believed that (or) frequent studies have found sexual orientation is possibly something you are born with, and refers to both gay and heterosexual (or 'straight') people.

21. **Social Inclusion**

The position from where someone can access and benefit from the full range of opportunities available to members of society. It aims to remove barriers for people or for groups that experience a combination of linked problems such as unemployment, poor skills, low incomes, poor housing, high crime environments, poor health and family breakdown.

22. **Social Model of Disability**

Disability is a social phenomenon. While many individuals have physical or sensory impairments, learning difficulties or are living with mental health, it is the way that society responds to these which creates disability and the impairment. The social model believes the 'cure' to the problem of disability lies in the restructuring of society, an achievable goal that benefits everyone.

23. **Transgendered**

An acceptable term for referring to a person with a recognised medical condition known as gender dysphoria, where an individual has the desire to live and be accepted as a member of the opposite sex. Another commonly used term is 'transsexual'. The terms 'trans man' (female to male) and 'trans women' (male to female) are also acceptable.

24. **Diverse Suppliers Definitions**

For the purposes of TfL's Procurement Equality and Supplier Diversity Programme, "**Diverse Suppliers**" comprise the following four subsets:

- Small and Medium Enterprises (SMEs);
- Black, Asian and Minority Ethnic (BAME) business;
- Suppliers from other under-represented or protected groups; and
- Suppliers demonstrating a diverse workforce composition



A more detailed explanations of the four above subsets are given in the sections below.

24.1 **Small And Medium Enterprises (SMEs)**

24.1.1 A Small Enterprise is a business which has both the following:

- 0-49 Full Time Equivalent employees;

AND EITHER

- Turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year;

OR

- Balance sheet total of no more than £2.8 million net (£3.36 million gross).

24.1.2 A Medium Enterprise is a business which has both the following:

- 50-249 Full Time Equivalent employees;

AND EITHER

- Turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year;

OR

- Balance sheet total of no more than £11.4 million net (or £13.68 million gross).

24.1.3 A Large Enterprise is a business which has both the following:

- 250 and over Full Time Equivalent employees;

AND EITHER

- Turnover per annum over £22.8 million net (or £27.36 million gross) in the last financial year

OR

- Balance sheet total of over £11.4 million net (or £13.68 gross).

24.2 **Black, Asian And Minority Ethnic (BAME) Owned Businesses**

A Black Asian and Minority Ethnic business (BAME) is a business which is 51% or more owned by members of one or more minority ethnic groups.

Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'White British'. The monitoring ethnic classification groups used by TfL and the TfL Affiliates for monitoring purposes are:

- White British
- Irish
- Any other White background
- Mixed White and Black Caribbean
- White and Black African
- White and Asian



- Any other Mixed background
- Asian or Asian British Indian
- Pakistani
- Bangladeshi
- Any other Asian background
- Black or Black British Caribbean
- African
- Any other Black background
- Chinese or other Ethnic Group Chinese
- Any other Ethnic Group

In respect of bidders who are based in countries other than the UK, local definitions of ethnic classification groups will be acceptable in respect of the BAME definition.

24.3 **Suppliers From Other Under-Represented Groups Or Protected Groups**

A supplier from an under-represented group is one which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):

- Women (gender);
- Disabled people with physical and sensory impairments, learning difficulties and mental health;
- requirements;
- Lesbians, Gay men, Bisexual and Transgender people (sexual orientation); and
- Older people (aged 60 or over), young people (aged 24 or under) (age)

A supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups, or alternatively, ownership by a social enterprise or a voluntary/community organisation).

24.4 **Suppliers Demonstrating A Diverse Workforce Composition**

This relates to Full Time Equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed in **24(ii)** and **24(iii)** above.



Part 3 Appendix 2

Agreed Strategic Equality and Diversity Plan

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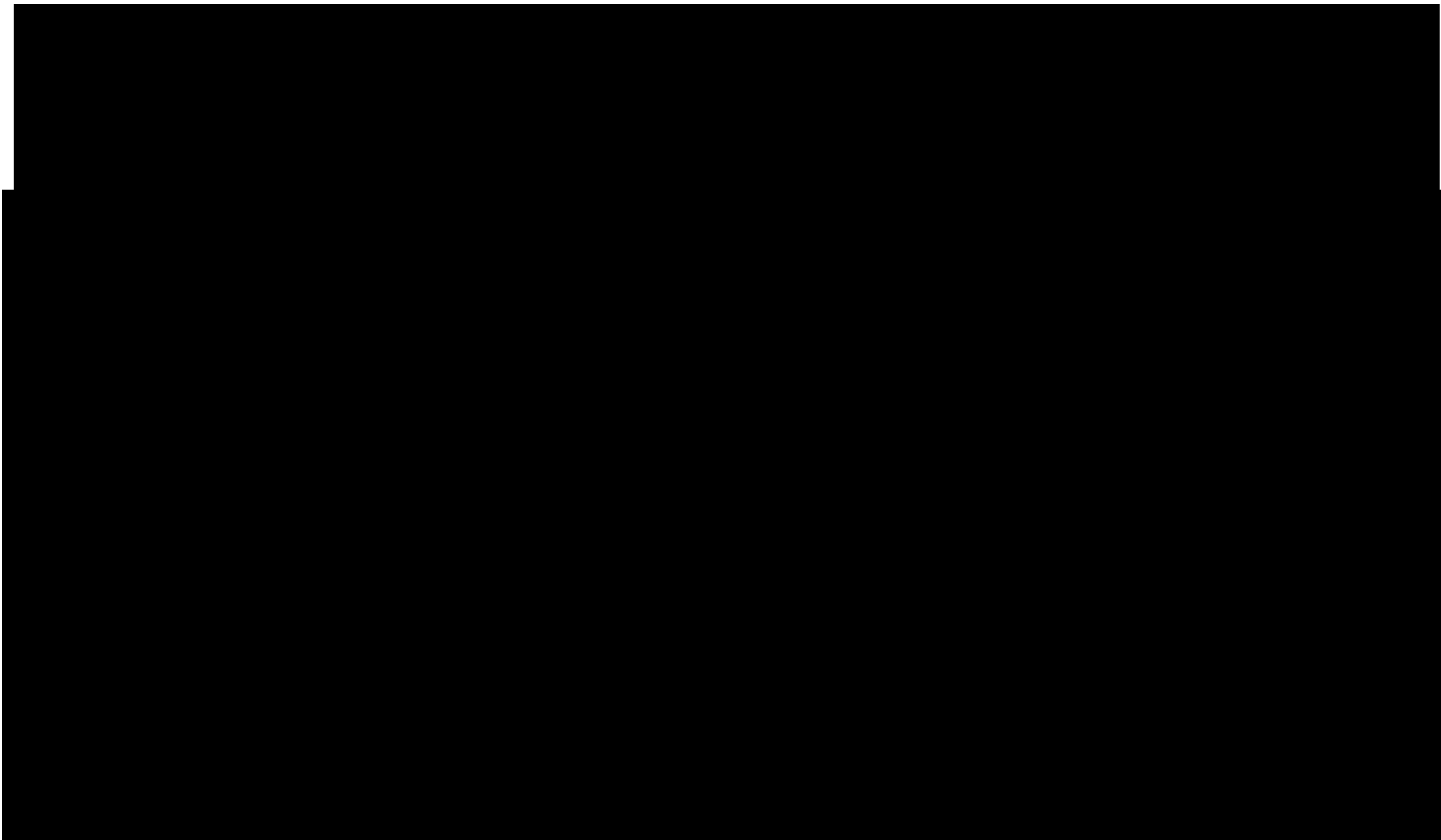
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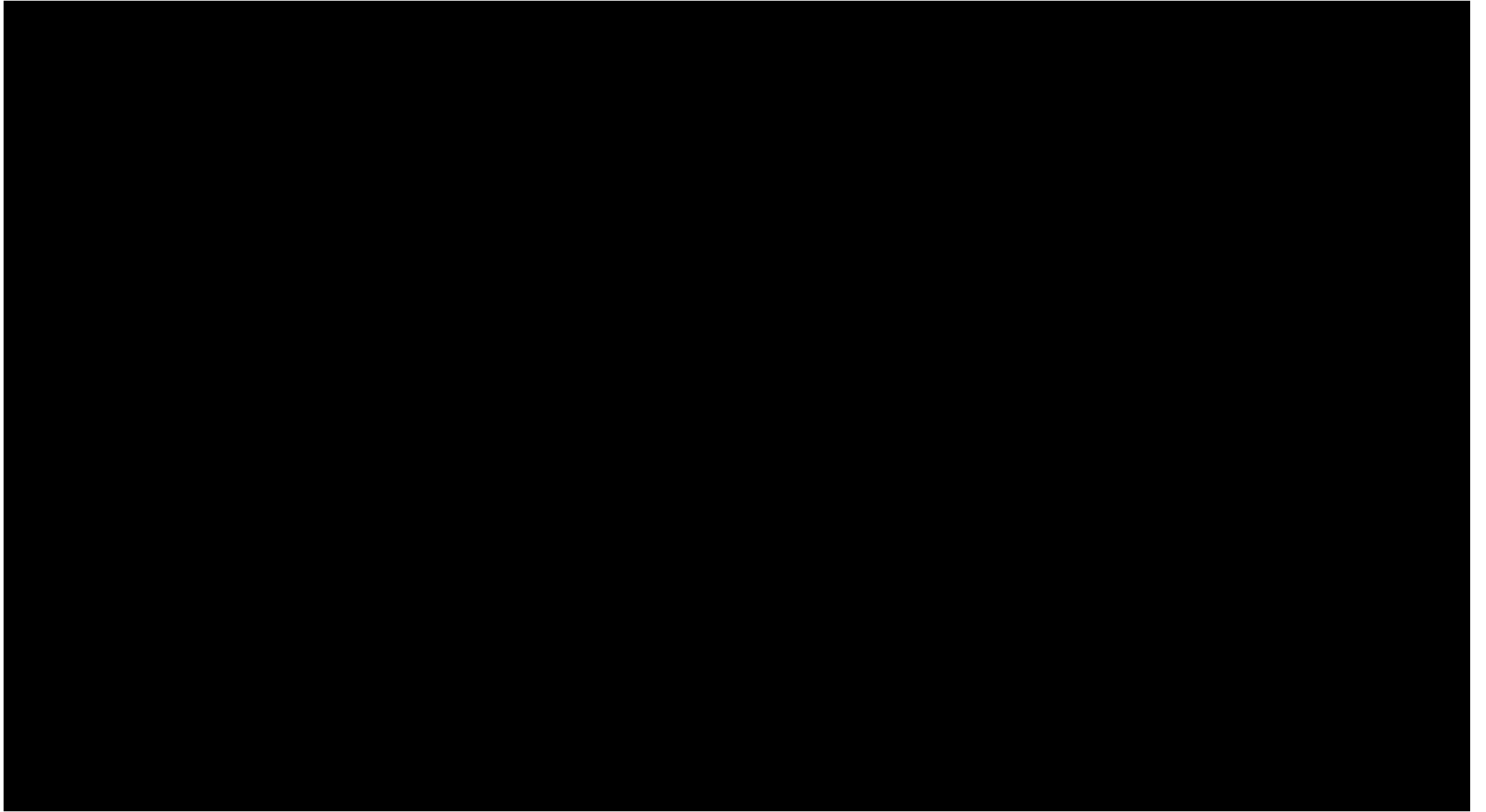
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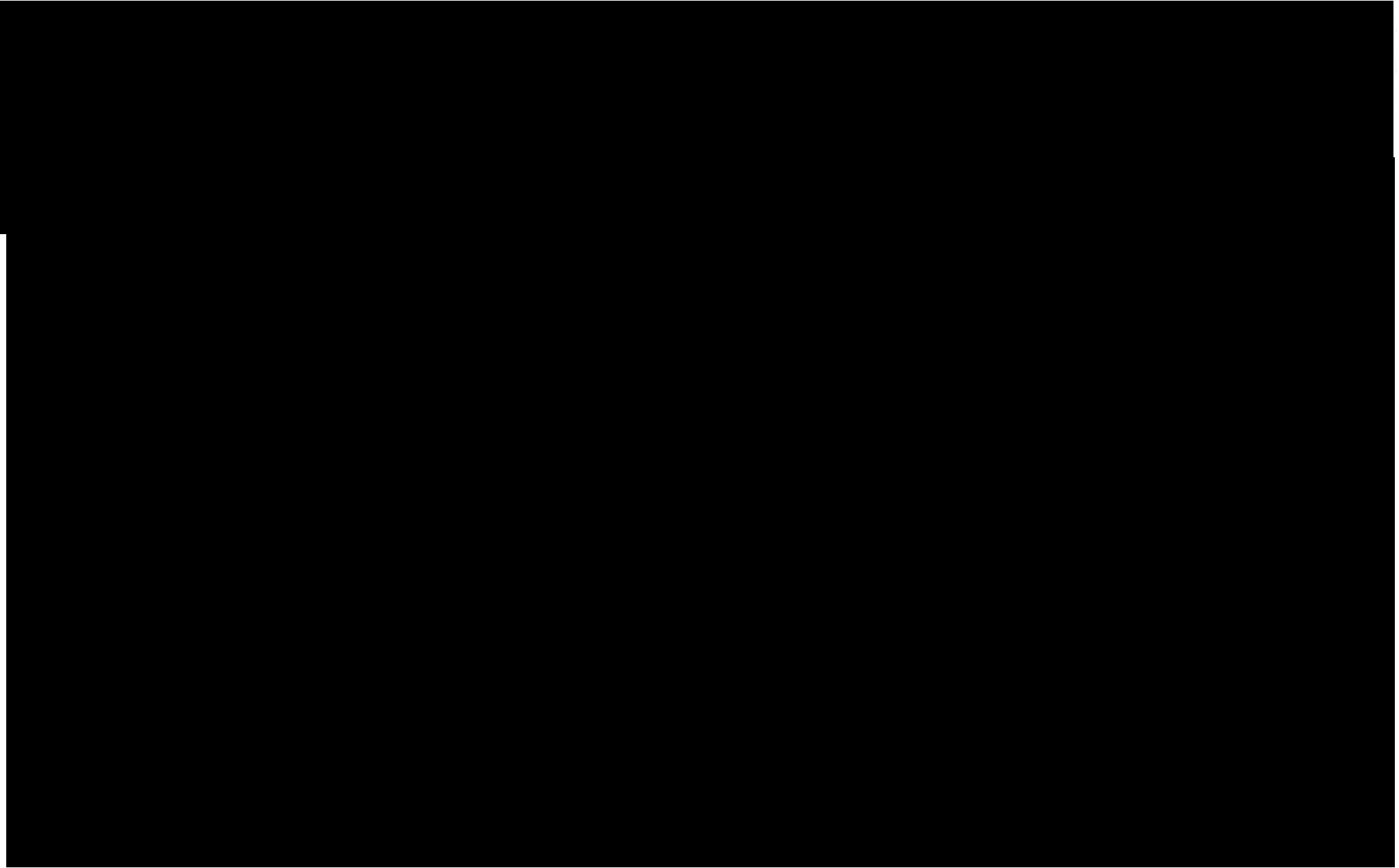
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Part 5 Appendix 4

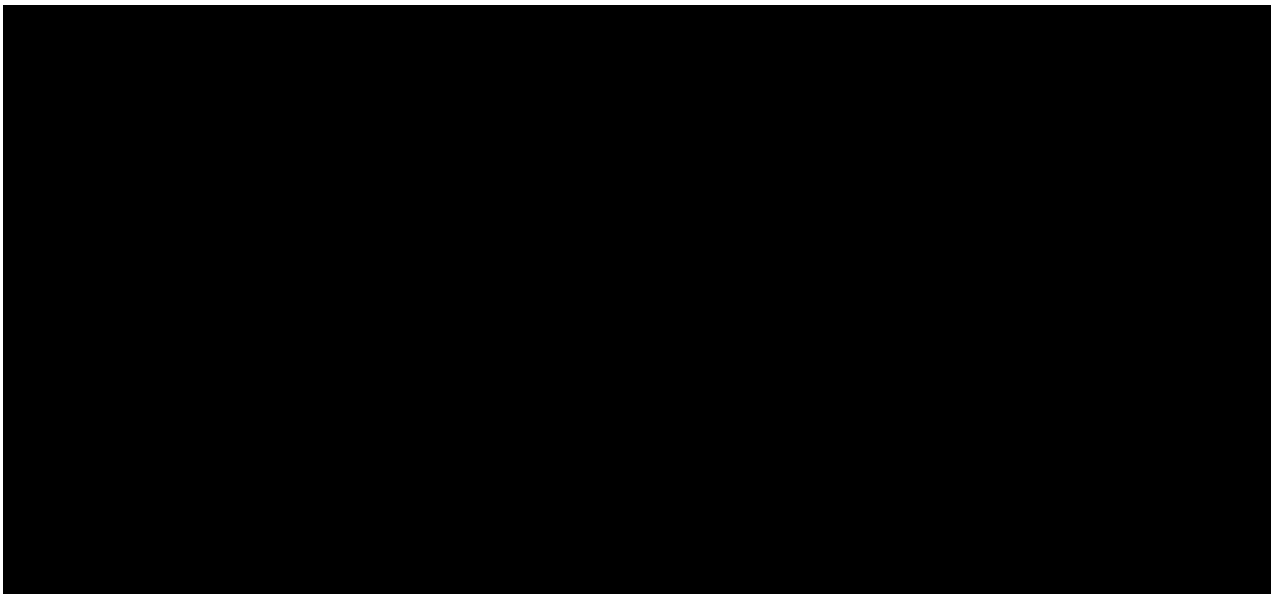
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21 SCHEDULE 21

Reporting

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22 SCHEDULE 22

Financial Controls Plan

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6.3 [REDACTED]

(a) [REDACTED]

(b) [REDACTED]

[REDACTED]

- (i) [REDACTED]
- (ii) [REDACTED]
- (iii) [REDACTED]
- (iv) [REDACTED]
- (v) [REDACTED]
- (vi) [REDACTED]
- (vii) [REDACTED]

(c) [REDACTED]

- (i) [REDACTED]
- (ii) [REDACTED]

7. [REDACTED]

7.1 [REDACTED]

7.2 [REDACTED]

7.3 [REDACTED]

7.4 [REDACTED]

7.5 [REDACTED]

8. [REDACTED]

(a) [REDACTED]

9. [REDACTED]

(a) [REDACTED]

- (i) [REDACTED]
- (ii) [REDACTED]
- (iii) [REDACTED]

(b) [REDACTED]

[REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) [REDACTED]

10. [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

[REDACTED]

Appendix 1 – Financial Information

1.

[REDACTED]

Report Type	Expected Timing	Outputs	Notes
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

23 SCHEDULE 23

Permitted Station Exteriors

STATION NAME	SITE ID
Bounds Green	BOU Z01 001 00 01
Bounds Green	BOU Z01 002 00 01
Bounds Green	BOU Z01 003 00 01
Bounds Green	BOU Z01 004 00 01
Covent Garden	COV Z01 999 00 01
Finchley Central	FIC 001 003 00 01
Finchley Central	FIC 001 004 00 01
Finchley Central	FIC 001 001 00 01
Finchley Central	FIC 001 002 00 01
Hatton Cross	HAT Z01 001 01 01
Hatton Cross	HAT Z01 002 01 01
High Barnet	HIB 001 001 00 01
High Barnet	HIB 001 002 00 01
High Barnet	HIB 001 003 00 01
High Barnet	HIB 001 004 00 01
High Barnet	HIB 001 005 00 01
High Barnet	HIB 001 006 00 01
High Barnet	HIB Z01 001 01 01
Liverpool Street	LIV Z01 001 00 01
Moorgate	MOG 001 001 00 01 A
Moorgate	MOG 001 002 00 01 B
Northolt	NOL Z01 001 00 01
Northolt	NOL Z01 002 00 01
Warren Street	WAS 001 001 00 01
Warren Street	WAS 001 002 00 01
Warren Street	WAS 001 003 00 01
Warren Street	WAS 001 004 00 01
Warren Street	WAS 001 005 00 01



24 SCHEDULE 24

Further Obligations

1. [REDACTED]

[REDACTED]

2. [REDACTED]

[REDACTED]

2.1 [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

2.2

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

2.3

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

3.

[REDACTED]

