

Gemma Jacob

From: Lynsey Rowles
Sent: 05 May 2022 11:29
To: [REDACTED]
Subject: Building Control

Hi [REDACTED]

I have a query from our Building control team in regards to the BCG applications for Mill Hill East, Snaresbrook and Roding Valley

Can you confirm if the sites in these proposed locations will sit flat against the wall or span the recess?

If the sites span the recess then unfortunately these locations cannot be used as they breach LU standard S1734, which states that installations should be designed and installed to minimise opportunities to conceal, vandalise or cover for criminal activity by providing a hidden area, recess, gap with no natural surveillance.

If the proposal is for the site to span the recess this will contravene this standard, as it will create a space between the wall and the frame.

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)



From: [Lynsey Rowles](#)
To: [REDACTED] [Rebecca Canham](#)
Subject: Discussion regarding external advertising possibilities on London Underground stations

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting <https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmRIZWU3YzEtOTg2NS00OGRjLWI1NzgtN2U2OTAwMzZkNmU1%40thread%20v2/0?context=%7b%22Tid%22%3a%221fbd65bf-5def-4eea-a692-a089c255346b%22%2c%22Oid%22%3a%22d8e7ba09-3c2f-4b5f-a651-a84b843bfe4e%22%7d>

If you have any access requirements or limited functionality for this meeting, please let me know in advance

Learn More <<https://aka.ms/JoinTeamsMeeting>> | Meeting options <https://teams.microsoft.com/meetingOptions/?organizerId=d8e7ba09-3c2f-4b5f-a651-a84b843bfe4e&tenantId=1fbd65bf-5def-4eea-a692-a089c255346b&threadId=19_meeting_NmRIZWU3YzEtOTg2NS00OGRjLWI1NzgtN2U2OTAwMzZkNmU1@thread%20v2&messageId=0&language=en-US>

Gemma Jacob

From: Lynsey Rowles
Sent: 09 September 2022 15:01
To: [REDACTED]
Cc: John Pizzamiglio
Subject: Draft Concession for TfL External Advertising rights
Attachments: ATLAS CONTRACT - DRAFT 2.doc

Hi [REDACTED]

Apologies for the length of time this has taken to you over to you, but please find attached our draft concession for the external advertising sites.

Please can you review and sign if you are in agreement or alternatively if you have any comments/amendments please let me know and I will set up a meeting to discuss

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)



NOTES ON ATLAS MEETING ON 10/12/2021

Present – JP, Lynsey, Phil, [REDACTED] (Atlas)

AGREED POINTS

Contract Starting Date – Early January 2022

Commencement Date will be first posting date

Payment Terms to be quarterly in arrears

ACTIONS FROM MEETING

- [REDACTED] to
- provide definition for their advertising boards.
 - to review the 38 proposed sites

Lynsey to provide:

- QUENSH conditions
- Copy Approval Process & TFL Advertising Policy

NEXT STEPS

Specification / Scope to be agreed to be inserted in Schedule 3 of the Contract.

Gemma Jacob

From: Lynsey Rowles
Sent: 16 April 2021 10:25
To: Chris Reader
Cc: Rebecca Canham; John Pizzamiglio
Subject: Proposal for External Advertising - Atlas Media
Attachments: TFL poster 4.pdf

Hi Chris

Myself and JP met with [REDACTED] from Atlas Media a couple of weeks ago to go over his proposal for External advertising.

Attached is a sample of the advert (this is just an example and he is aware of the HFSS policy) he is looking to install at a number of outer stations on the Northern and Central line – exact number to be agreed.

The posters are sold on a yearly basis so the revenue generated is low – our portion would be [REDACTED] plus VAT per panel.

The main benefit of entering an agreement with [REDACTED] is they will take on sole responsibility of the monitoring and removal of unauthorised advertising on the external parts of the station. There is a big problem of illegal advertising being installed at outer stations that we struggle to control.

Atlas have said they will take on the cost of removing the boards and deal with any company that challenge the removal of their asset including compensation if required.

They are also willing to accept that any agreement with us will be voided if another company does come forward with proof of approval to use these spaces that we are not aware of that pre-dates their agreement. He has also said they would be happy to go for a 12 month contract to ensure all parties are happy with the agreement in place

[REDACTED] is chasing for another meeting so I need to know if I should continue discussions with him or if I should just advised that this isn't something we would looked to explore at this time.

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Phone: [REDACTED] (auto [REDACTED])

Mobile: [REDACTED]

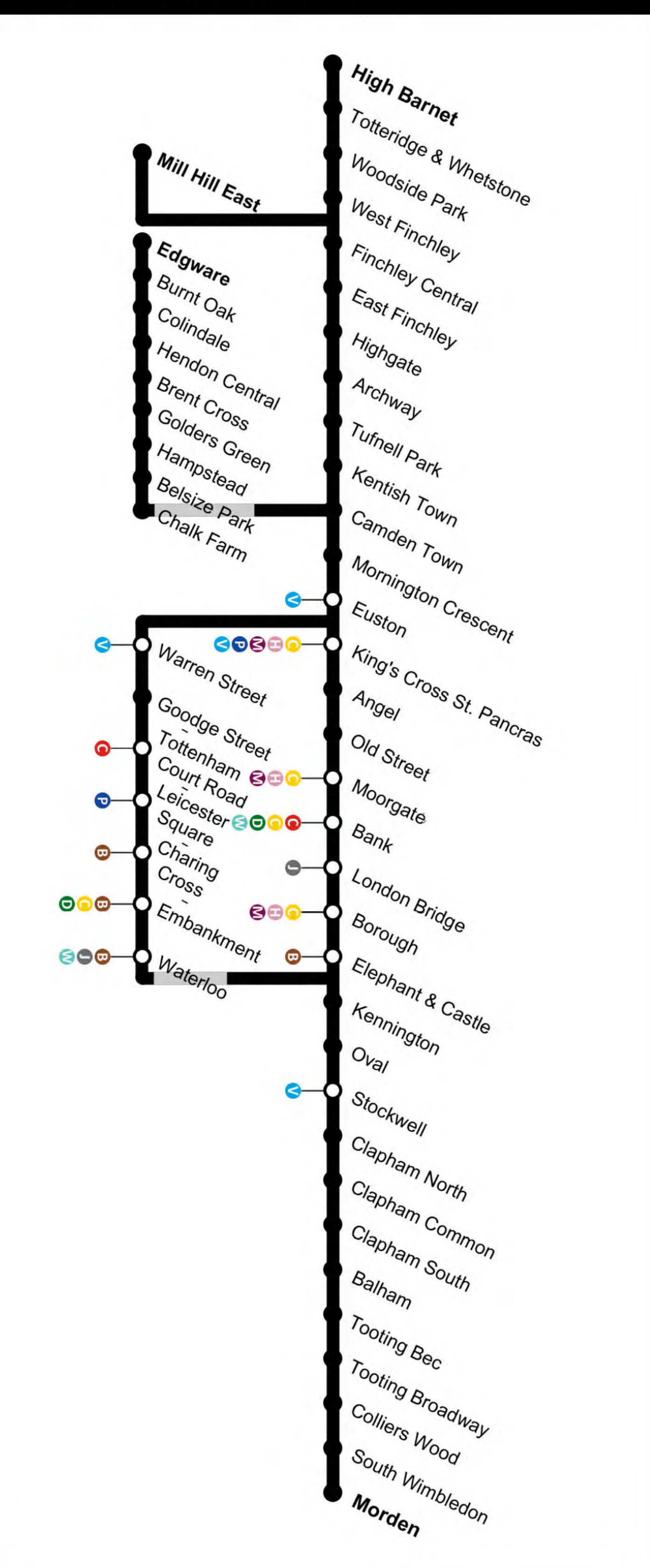
8th floor, 5 Endeavour Square

Stratford London, E20 1JN

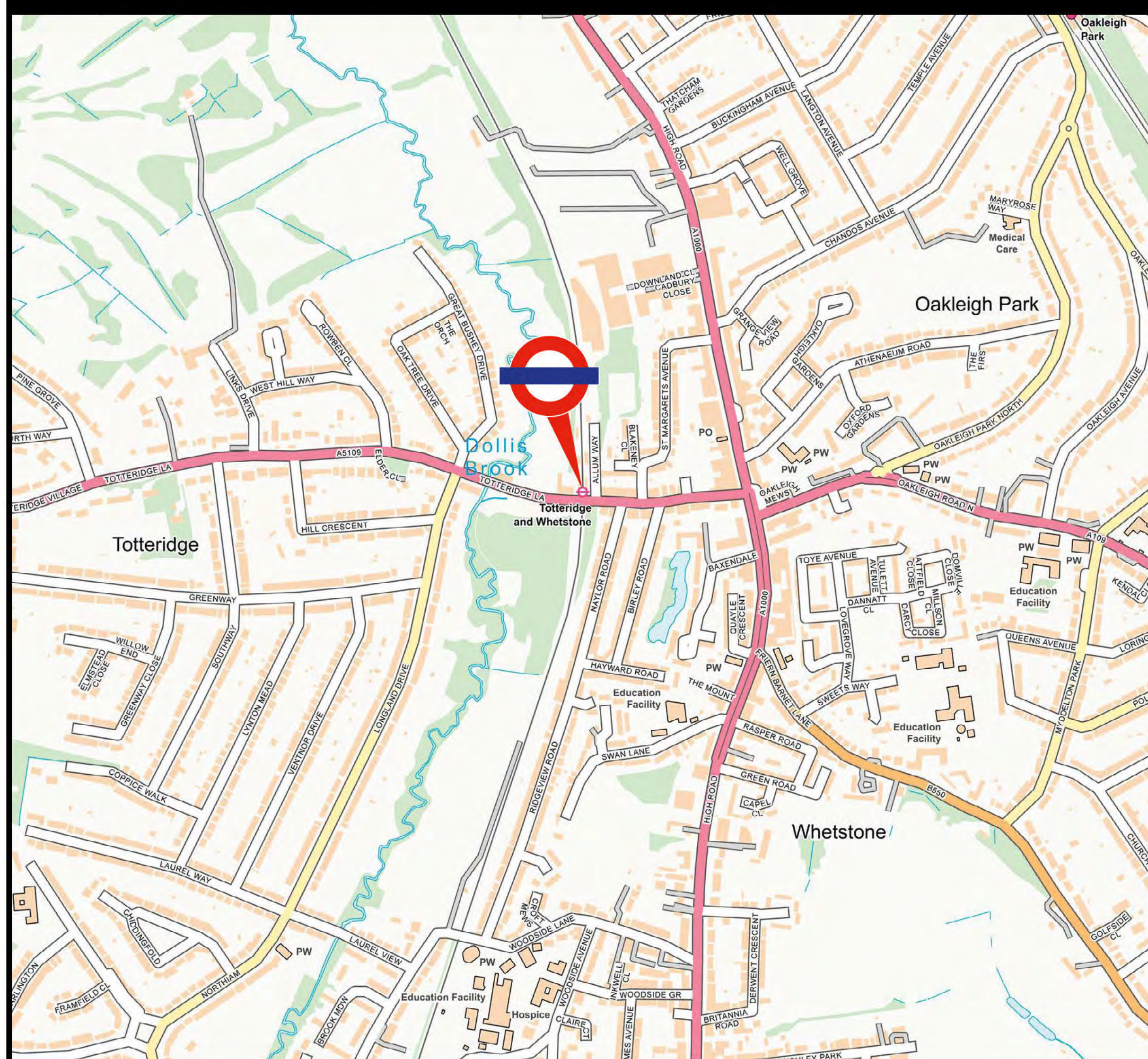
Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)



NORTHERN LINE



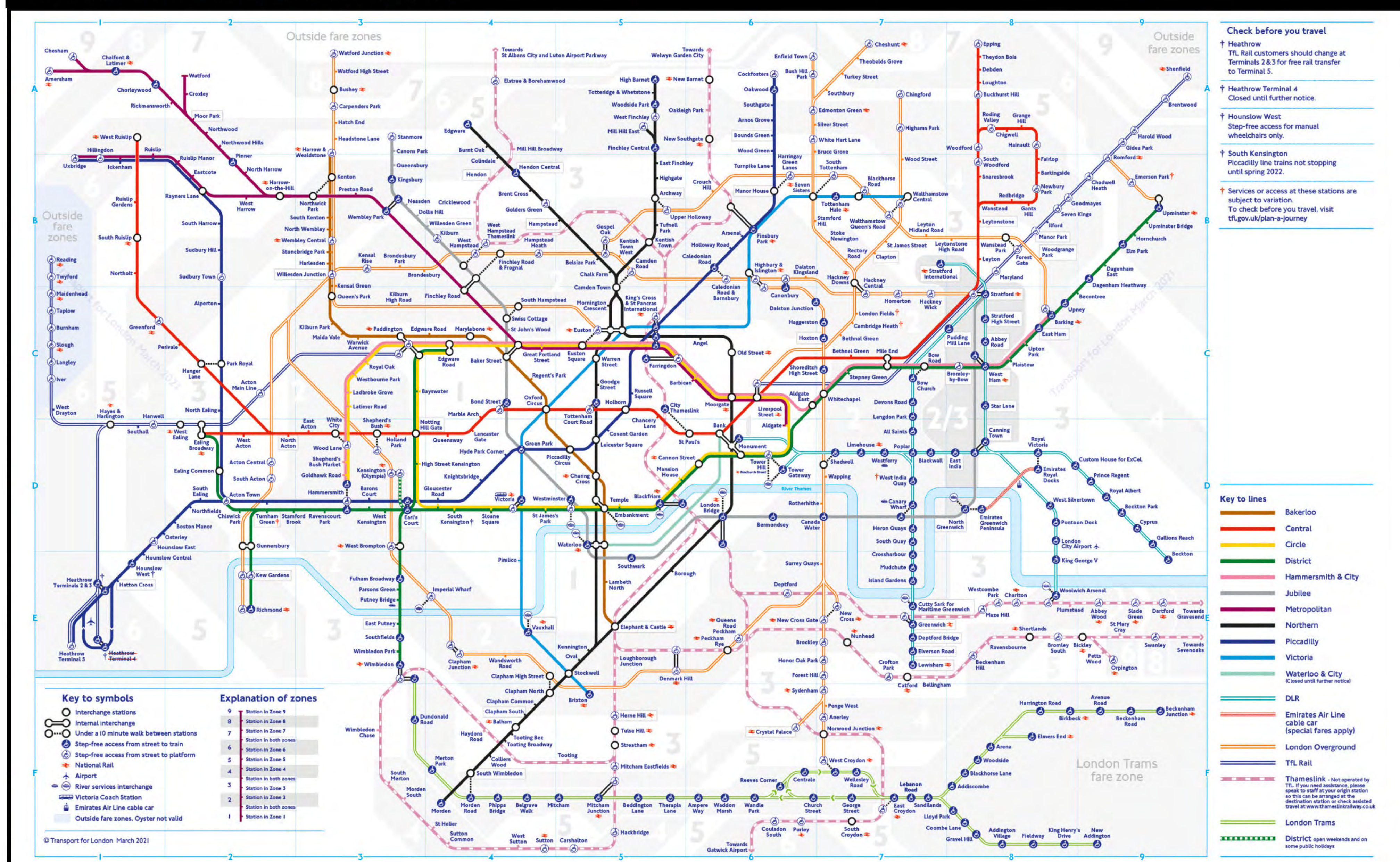
STREET MAP



STATION FACILITIES

- Gates
- Car park
- Waiting Room
- Ticket Halls
- WiFi
- Toilets

UNDERGROUND MAP



2 for 1 from £69

10a Market Place Tel 01777 711 711

Specsavers

Conditions apply. Ask in store for details.

TIGERS

So What Are You Waiting For? Recruiting Now

The Princess of Wales's Royal Regiment has vacancies in the South East.

Or visit us at: [3 PWRR - The Tigers](#) #FIERCEPRIDE

and see what we get up to!
www.army.mod.uk/pwrr Freephone: 0800 1659808

軒竹楓 MR SO RESTAURANT

mrsorestaurant.co.uk

Authentic Chinese and Malaysian Cuisine

Awarded four stars rating by Trip Advisor

Monday to Thursday:
12noon - 2.30pm & 5.30pm - 11pm
Friday & Saturday:
12noon - 2.30pm & 5.30pm - 11.30pm
Sunday:
12noon - 3pm & 5.30 - 10.30pm

TEL: 01962 861234
3 Jewry Street, Winchester, SO23 8RZ

TAKAWAYS AVAILABLE

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“ An all-round school maintaining high standards & impressive results ”

edpaeava be

Cranmore School
Independent Prep & Primary School
f 1 d b 2 3

NEW SPORTS

483 28 34 dm @ m

wicksteadpark.org

Gemma Jacob

From: Lynsey Rowles
Sent: 17 January 2022 09:12
To: [REDACTED]
Subject: Quensh Menu
Attachments: F0780 - QUENSH Menu.doc

Hi [REDACTED]

Please find attached the QUENSH menu which is in relation to the documentation I sent you prior to Christmas – sorry for the delay in getting this one through I was waiting for the most up to date version to be sent to me.

Please can you read though and complete pages 3 – 8 and return.

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Phone: [REDACTED] (auto [REDACTED])

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)



F0780 A18 Contract Menu

This Contract Menu must be used in conjunction with Category 1 Standard [S1552](#) "Contract QUENSH Conditions"

Contract Menu

Contract No: _____

Contract Name _____

Client: _____

Supplier: _____

Principal Contractor: Yes No

Guidance

The menu is a tool which is used by the Client to identify conditions that apply to specific contracts and communicate these conditions to the Supplier.

How to complete the menu

- 1) The Client evaluates the scope of work and enters 'Y' or 'N' in the 'Identified by the Client' column of the menu against each condition selected as applicable or not applicable to the Contract. In the 'Other documents / comments' column the Client can make references to other documents which are supplementary information which is available although not contained within the QUENSH manual but should be considered by the Supplier when they review the conditions. Copies of any additional documents identified in the menu shall be made available to the Supplier. All documents referenced in the Menu shall be current issue, unless otherwise advised. This column can also be used to communicate information (comments) to the Supplier which may be of use to the Supplier when reviewing the conditions.
- 2) The Client fills in 'Client menu (Invitation to Tender)' section on the last page of the menu and issues the menu as part of the ITT.
 - a) The Supplier receives the ITT, evaluates the scope of work and, as a requirement of the tendering process, inserts 'Y' or 'N' in the 'Identified by the Supplier' column of the menu against each condition selected as being applicable. These selections may be different from those identified by the Client. Where the Supplier's selection differs from the Client's selection, a clear explanation of the reason for these differences shall be given by the Supplier. A reference to these explanations shall be put in the 'Reference to explanation' column on the menu.
 - b) The Supplier representative signs and dates the 'Supplier menu (Tender)' on the last page of the menu and submits it with the tender, for consideration by the Client.
 - c) Differences in the Client and Supplier menu selections will be discussed and resolved with the Client at subsequent tender review meetings. The agreed final version of the menu selections shall form a mandatory part of the Contract and shall be complied with by all Suppliers and their sub-contractors.
 - d) The menu shall be subject to project version and document control.

Queries on the menu

Any queries in relation to the Contract QUENSH Conditions selected on the menu are to be referred to the Client representative, see contact details/address on last page of the menu.

Contract menu

Requirements in QUENSH

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
4	Agreement of the applicable QUENSH contract conditions				
5	Supplier's selection of sub-contractors				
6	Identification of Safety Critical Activities				
7	Works Environmental Management				
8	Emergency Plan				
9	Method Statements				
10	Health, Safety and Environment File				
11	Pre-start LU health, safety and environment meeting				
12	Supplier's site induction				
13	Site Person in Charge				
14	Staff requirements				
14.1	Behaviours				
14.1.1	Alcohol and drugs				
14.2	Control of hours worked				
14.2.1	Working Time Regulations				
14.2.2	Fatigue				
14.3	Knowledge				
14.3.1	English language				
14.3.2	Access Card and Worksite Briefing				
14.3.3	Visitors to sites				
14.4	General competence				
14.4.1	Evidencing competence of safety critical staff				
14.4.2	Identification of safety critical staff				
14.4.3	Competent external safety critical personnel				

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Use in conjunction with [S1552](#)

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
14.4.4	Training				
14.4.5	Asset specific competence				
14.5	Medical requirements				
14.6	Identification of Suppliers staff				
14.7	Clothing				
15	Permits and licences				
15.1	LU specific permits and licences				
15.2	Permits, licences and certificates for Supplier's staff				
16	The Principles of Access				
16.1	Introduction				
16.2	Access to Stations				
16.3	Access to Track				
16.4	Access to depots				
17	Applying for Planned Access				
17.1	Introduction				
18	Applying for General Access				
18.1	Constraints that apply to Generic Access				
19	Access for fault repair				
20	Operational Assurance				
21	Closures and possessions				
21.1	Requirements for closures				
21.2	Requirements for possessions				
22	Controls at point of access				
22.1	Publication of works				
22.2	Checks at point of access				
22.3	Signing-on with the Station Supervisor				
22.4	Track specific requirements				
22.4.1	Person providing protection				

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Use in conjunction with [S1552](#)

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
22.4.2	Possessions				
23	Removal of supplier's personnel from LU Premises				
24	Incidents				
25	Notification of regulatory concern or action				
26	Confidential Incident Reporting and Analysis System (CIRAS)				
27	Monitoring				
27.1	LU inspections				
27.2	Monitoring the supply chain				
27.3	Health, safety and environmental surveillance by the supplier's personnel				
27.4	Work location inspection and audit				
27.5	Timescales for rectifying non-compliances				
28	Radio transmitters and transceivers				
29	Mobile phones				
30	Knives				
31	Site health, safety and environment committee				
32	Site housekeeping and security				
33	Accidental damage, obstruction or interference with assets				
34	Delivery of materials				
35	Conveyance of loads				
35.1	Conveyance of loads on lifts and escalators				
35.2	Conveyance of hazardous materials and substances				
36	Asbestos (non asbestos removal projects)				
37	Working in or near lifts and escalators				
38	Work on or adjacent to utilities and High Voltage cables (buried services)				
39	Working on or about the track				
40	Access to electrical sub-stations, working equipment, relay and				

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
	other secure rooms				
41	Entering areas with gaseous fire suppression systems				
42	Fire prevention				
42.1	General requirements				
42.2	Temporary fire points				
42.3	Timber				
42.4	Composites				
42.5	Sheeting materials				
42.6	Gas cylinders				
42.6.1	Use of gas cylinders in below ground locations				
42.6.2	Storage of gas cylinders (above ground)				
42.7	Flammable and highly flammable materials				
42.7.1	Use of flammable and highly flammable materials below ground				
42.7.2	Storage of flammable and highly flammable materials below ground				
43	Hot work and fire hazards				
43.1	Hot work				
43.2	Reasonable notice of works				
43.3	Precautions				
43.3.1	Buildings and assets				
43.3.2	Gas cylinders				
43.3.3	Gas detection				
44	Storage				
44.1	General requirements for storage				
44.2	Trackside storage				
44.3	Hazardous materials and substances				
44.4	Allocation of space on operational property				
45	Plant and equipment				
46	Clearance approvals				

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Use in conjunction with [S1552](#)

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
47	Access equipment				
48	Temporary works				
49	Temporary fences and hoardings				
50	Temporary lighting and power supplies				
50.1	General requirements				
50.2	Lighting in tunnels and shafts				
51	Screening of lights and positioning				
52	Environmental requirements				
52.1	General environmental requirements				
52.2	Environmental nuisance				
52.3	Water				
52.4	Waste management				
52.5	Noise and vibration				
52.6	Archaeology, historical interest and listed buildings				
52.7	Wildlife and Habitats				
52.8	Resource Use				
52.9	Pest control				
52.10	Land and water pollution prevention				
53	Quality requirements				
53.1	Records				
53.2	Retention period				
53.3	Availability of records for inspection				
53.4	Statistical process control, audit and inspection procedures				
53.5	General quality requirements				
53.6	Quality Plan				
53.7	Testing and inspection				
53.8	Certification of conformity				
53.9	Quarantine				

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Use in conjunction with [S1552](#)

Applicable requirements identified by Client				Applicable requirements identified by Supplier	
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
53.10	Traceability				
53.11	Maintenance and servicing				
53.12	Design				
53.13	Computer aided design				
53.14	Asset commissioning and handover				

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Use in conjunction with [S1552](#)



Other requirements / comments

[Empty rectangular box for other requirements / comments]

Client/Supplier approval

Client Menu (Invitation to Tender)

Prepared by: _____ Signature: _____

Approved by
(the Client's
representative): _____ Signature: _____

Title: _____

Address: _____

Phone No: _____

Email: _____

Revision of this menu: _____

Supplier Menu (Tender)

Approved by
(the Supplier's): _____ Signature: _____

Title: _____

Address: _____

Phone No: _____

Email: _____

Revision of this menu: _____

Contract Menu (Final Approval of Menu)

Evidence shall be recorded of any amendments to the Client's menu which were agreed in establishing the Contract Menu.

Client's
representative
approval: _____ Signature: _____

Supplier's
representative
acceptance: _____ Signature: _____

Gemma Jacob

From: Lynsey Rowles
Sent: 02 November 2021 13:52
To: [REDACTED]
Subject: RE: Atlas (UK) Ltd Proposal
Attachments: ATLAS CONTRACT - DRAFT 2.doc

Hi [REDACTED]

Thanks for bearing with us on this one.

Please find attached the draft contract, if you could review and let us know any comments you have and I will then set up a meeting with all parties to review together.

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Phone: [REDACTED] (auto [REDACTED])

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 08 October 2021 16:20
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: FW: Atlas (UK) Ltd Proposal

Hi Lynsey,

Is there any movement on this yet?

Kind regards

[REDACTED]
Managing Director

Atlas (UK) Ltd • Atlas Signs

Direct line: [REDACTED] • **Mobile:** [REDACTED]

From: [REDACTED]
Sent: 23 September 2021 10:28
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: RE: Atlas (UK) Ltd Proposal

Hi Lynsey,

Is there an update on this please?

Thank you

Kind regards

[REDACTED]
Managing Director

Codair Design & Publicity Ltd • Atlas (UK) Ltd • Ad-Point • Atlas Signs
Direct line: [REDACTED] • **Mobile:** [REDACTED]

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Sent: 13 August 2021 12:22
To: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Subject: RE: Atlas (UK) Ltd Proposal

Hi [REDACTED]

No sorry, I did receive a first draft last week but it had a few bits of info missing.

I will chase up and as soon as a version is ready for your review I will send over and then set up a meeting to go through together

Lynsey

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Phone: [REDACTED] (auto [REDACTED])

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED]@tube.tfl.gov.uk



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 13 August 2021 11:46
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: RE: Atlas (UK) Ltd Proposal

Hi Lynsey,

Just a follow up to see if there's any movement on this?

Kind regards

[REDACTED]
Managing Director

Direct line: [REDACTED] • Mobile: [REDACTED]

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Sent: 12 July 2021 13:29
To: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Subject: RE: Atlas (UK) Ltd Proposal

Hi [REDACTED]

I am still waiting on the commercial team to send over the draft agreement. As soon as I have this I will set up a meeting to go through

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Phone: [REDACTED] (auto [REDACTED])

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED]@tube.tfl.gov.uk



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 05 July 2021 13:32
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: RE: Atlas (UK) Ltd Proposal

Hi Lynsey,

Just a follow up on this, I have a sales team super keen to state selling.

Thank you.

Kind regards

[REDACTED]
Managing Director

Direct line: [REDACTED] • Mobile: [REDACTED]

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Sent: 16 June 2021 15:47
To: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Subject: RE: Atlas (UK) Ltd Proposal

Thanks [REDACTED]

I have asked my guys to draft an agreement and once this has been done I will arrange a meeting for us to talk through the document

Lynsey

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Phone: [REDACTED] (auto [REDACTED])

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>

Sent: 14 June 2021 20:23

To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>; Pizzamiglio John <[REDACTED]@tfl.gov.uk>

Subject: RE: Atlas (UK) Ltd Proposal

Hi Lynsey,

Thank you for this, we're really keen to get going and show you what we can do.

I've attached a list of stations we'd like to install boards at and I confirm we would pay [REDACTED] + VAT per board per annum. If there is anything else you need before we have a call just let me know.

Kind regards

[REDACTED]
Managing Director

Codair Design & Publicity Ltd • Atlas (UK) Ltd • Ad-Point • Atlas Signs

Direct line: [REDACTED] • **Mobile:** [REDACTED]

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>

Sent: 10 June 2021 12:26

To: [REDACTED] <[REDACTED]@atlas-uk.co.uk>; Pizzamiglio John <[REDACTED]@tfl.gov.uk>

Subject: RE: Atlas (UK) Ltd Proposal

Sorry [REDACTED] I have been meaning to get in contact for a couple of weeks now.

We have discussed this internally and we are interested in trialling this proposal.

If you could provide a list of the stations you would like to install frames at and confirm a cost per site, we will ask our commercial team to start working on a draft concession.

Once we have this in place, we will arrange a call so we can go through the concession and make changes/amendments as necessary

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Phone: [REDACTED] (auto [REDACTED])

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>

Sent: 10 June 2021 12:03

To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>; Pizzamiglio John <[REDACTED]@tfl.gov.uk>

Subject: FW: Atlas (UK) Ltd Proposal

Good afternoon Lynsey and John,

I hope you are both well?

Just a follow up on this as I'm keen to progress things. Can we arrange a call or equally happy to meet?

Thank you.

Kind regards

[REDACTED]
Managing Director

Codair Design & Publicity Ltd • Atlas (UK) Ltd • Ad-Point • Atlas Signs

Direct line: [REDACTED] • **Mobile:** [REDACTED]

From: [REDACTED]

Sent: 06 April 2021 09:40

To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>; Pizzamiglio John <[REDACTED]@tfl.gov.uk>

Subject: RE: Atlas (UK) Ltd Proposal

Hi both,

I've just shared with you a folder on Onedrive.

Kind regards

[REDACTED]
Managing Director

Codair Design & Publicity Ltd • Atlas (UK) Ltd • Ad-Point • Atlas Signs

Direct line: [REDACTED] • **Mobile:** [REDACTED]

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Sent: 06 April 2021 08:28
To: [REDACTED] <[REDACTED]@atlas-uk.co.uk>; Pizzamiglio John <[REDACTED]@tfl.gov.uk>
Subject: RE: Atlas (UK) Ltd Proposal

Morning [REDACTED]

The only shared drive that I believe TfL Systems accepts is Onedrive, can you sent that way?

Otherwise I think the only other way would be to split the files and send separately as PDF

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Phone: [REDACTED] (auto [REDACTED])

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED]@tube.tfl.gov.uk



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 01 April 2021 19:10
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>; Pizzamiglio John <[REDACTED]@tfl.gov.uk>
Subject: RE: Atlas (UK) Ltd Proposal

Hi Lynsey,

What would be the best way to send it? It's a folder of photos of fly posted boards at stations.

Noted on the HFSS, you are correct that it is for illustration purposes.

Kind regards

[REDACTED]
Managing Director

Codair Design & Publicity Ltd • Atlas (UK) Ltd • Ad-Point • Atlas Signs

Direct line: [REDACTED] • **Mobile:** [REDACTED]

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Sent: 01 April 2021 14:21
To: [REDACTED] <[REDACTED]@atlas-uk.co.uk>; Pizzamiglio John <[REDACTED]@tfl.gov.uk>
Subject: RE: Atlas (UK) Ltd Proposal

Hi [REDACTED]

Thanks for sending this through, would you be able to send the data via the link in another format as TfL systems doesn't allow access to dropbox.

Once we have this information, myself and John will discuss with the relevant parties internally and I will contact you to arrange a call once we have something to update you on.

Just on a side note to recap what I said at our last call about the HFSS policy, the example you have shown for the local restaurant would not be permitted advertising on any TfL sites as it doesn't meet the requirements of the policy. I know it is probably just used as an example but thought it was probably worth raising.

Thanks
Lynsey

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Phone: [REDACTED] (auto [REDACTED])

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 29 March 2021 15:08
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>; [REDACTED]@tube.tfl.gov.uk
Subject: Atlas (UK) Ltd Proposal

Hi Lynsey and John,

Please see attached as in the link below a brief proposal just to set the ball rolling. Perhaps we can arrange another call for after Easter?

<https://www.dropbox.com/sh/lzmziwuh6njm8yp/AACWa-sFEUUbsoMOjM-el9Tma?dl=0>

Kind regards

[REDACTED]
Managing Director

Codair Design & Publicity Ltd • Atlas (UK) Ltd • Ad-Point • Atlas Signs

Direct line: [REDACTED] • **Mobile:** [REDACTED]

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Gemma Jacob

From: Lynsey Rowles
Sent: 07 November 2022 10:05
To: [REDACTED]
Subject: RE: External advertising - Customer opportunity
Attachments: RailSys Log-in 2022.xlsx

Thanks for this [REDACTED]

We will have the countersigned copy back to you ASAP

As previously discussed as long as your installers/bill posters have a valid Railsys number when they attend the station with ID and branded HI-Vis they should be able to work without needing a Sentinel card.

Railsys is the TfL Access booking system. Anyone attending our stations for any purposes other than for travel is required to have a Access number, this is a security requirement and enables the station staff to check that the person(s) working on the network are authorised to do so. The Railsys number is the first thing the station staff will ask for when they guys attend and access will be refused if they do not have a valid booking.

The booking system is very easy to use and a booking can be made within 30 mins of attending a station.

I have requested Railsys to create an account for you, to complete this request please can you complete the attached form and sent to [REDACTED]@tfl.gov.uk

To request training, please click on this link and filling in the training request form - https://forms.office.com/Pages/ResponsePage.aspx?id=v2W9H-9d6k6mkqCJwIU0a33L-gom_MZAhvU58TQ0WvxUOUdJUjFZR0xCRjI4M1dHRERGTkxGS1NaVy4u&wdLOR=cED6A3EE1-C3F7-4FE1-8A56-081B7388BA6E

Please let me know if you have any issues with accessing/completing the request form or have any further questions

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED]@tube.tfl.gov.uk



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 03 November 2022 15:23
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: RE: External advertising - Customer opportunity

Hi Lynsey,

Signed contract (and sections that needed completing) attached.

Kind regards

[REDACTED]
Managing Director

Atlas (UK) Ltd • Atlas Signs

Direct line: [REDACTED] • **Mobile:** [REDACTED]

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Sent: 01 November 2022 10:27
To: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Subject: RE: External advertising - Customer opportunity

Hi [REDACTED]

Sorry for the no update, I have been off sick. I will send the info on Railsys etc shortly, but can you send the sign contract ASAP so we can get this finalised?

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED]@tube.tfl.gov.uk



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 13 October 2022 14:40
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: RE: External advertising - Customer opportunity

Thank you,

Will follow up with [REDACTED]

We started sales last week and have sold 10 stations up to today!

Kind regards

[REDACTED]
Managing Director

Atlas (UK) Ltd • Atlas Signs

Direct line: [REDACTED] • **Mobile:** [REDACTED]

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Sent: 13 October 2022 13:05
To: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Subject: RE: External advertising - Customer opportunity

Hi [REDACTED]

I don't know, she is still shown on the system – maybe try [REDACTED], as he was also including in the previous email discussions!

Lynsey

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED]@tube.tfl.gov.uk



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 13 October 2022 12:15
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: FW: External advertising - Customer opportunity

Hi Lynsey,

I got this back from [REDACTED], is she still with TfL?

Kind regards

[REDACTED]
Managing Director

Atlas (UK) Ltd . Atlas Signs

Direct line: [REDACTED] . Mobile: [REDACTED]

-----Original Message-----

From: Mail Delivery Subsystem <MAILER-DAEMON@rly11b.srv.mailcontrol.com>
Sent: 13 October 2022 12:03
To: [REDACTED]
Subject: Undeliverable: External advertising - Customer opportunity

The original message was received at Thu, 13 Oct 2022 12:03:19 +0100 from eu-smtp-delivery-189.mimecast.com [<http://185.58.86.189>]

----- The following addresses had permanent fatal errors ----- <[REDACTED]@tfl.gov.uk>
(reason: 550 5.4.1 Recipient address rejected: Access denied. AS(201806281) [VE1EUR01FT102.eop-EUR01.prod.protection.outlook.com])

----- Transcript of session follows ----- ... while talking to transportforlondon.mail.protection.outlook.com.:

>>> DATA

<<< 550 5.4.1 Recipient address rejected: Access denied. AS(201806281) [VE1EUR01FT102.eop-EUR01.prod.protection.outlook.com]

550 5.1.1 <[REDACTED]@tfl.gov.uk>... User unknown <<< 503 5.5.2 Need rcpt command [VE1EUR01FT102.eop-EUR01.prod.protection.outlook.com]

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NB: Complete columns 'B'-'F', select an appropriate 'Company' in column G, and then s

Ref	First name	Last name	Email Address
1			
2			
3			
4			
5			
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7			
8			
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10			
11			
12			
13			
14			
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16			
17			
18			
19			
20			

Request your RailSys login(s)

RailSys Company	WAF & RDWeb user name
	Leave
	Leave
	Leave
	Leave
	Leave
	Leave
	Leave
	Leave
	Leave
	Leave
	Leave
	Leave
	Leave
	Leave
	Leave
	Leave
	Leave
	Leave
	Leave

Name	Abbr.
External Companies	Ext
4-Rail Services Ltd	4-Rail Services Ltd
ABB Limited	ABB Limited
ABM	ABM
Adams Environmental Ltd	Adams Environmental Ltd
ADComms - Panasonic	ADComms - Panasonic
IPS Comms	IPS Comms
AECOM	AECOM
AGS One	AGS One
AJ Wells & Sons Ltd	AJ Wells & Sons Ltd
AK Contracts	AK Contracts
All Roofing and Flooring Systems	All Roofing and Flooring Systems
Alstom Transport	Alstom
AMCO Rail	AMCO
Amey Rail	Amey
Applied Industrial Systems Ltd	Applied Industrial Systems Ltd
Arbourtech Ltd	Arbourtech
Atkins Global	Atkins
B W T UK Ltd	B W T UK Ltd
Balfour Beatty Ltd	Balfours
Balfour Beatty Engineering Services Ltd	BB Engineering Services
Balfour Beatty Morgan Sindall JV	BBMV
Balfour Beatty Rail Projects	BB Rail Projects
Bam Nuttall Ltd	Bam Nuttall
Bardem FM	Bardem FM
Barwits Control Systems	Barwits
BCS (Electrical and Building) Ltd	BCS Ltd
Bechtel Ltd	Bechtel
Bechtel (Vauxhall Stn)	Bechtel (Vauxhall Stn)
Beechenlea Management Ltd	Beechenlea
Beveridge Associates	Beveridge Associates
BPH Rail & Civil Engineering Ltd	BPH Rai
Braybrook UK	Braybrook UK
Bridgeway	Bridgeway
Brindle Installations Ltd	Brindle Installations
British Telecom Plc	BT
BT Openreach	BT Openreach
BT Payphones	BT Payphones
British Transport Police	BTP
Brookvex IMS	Brookvex IMS
Brownings Electric Co Ltd	Brownings
Browse Bion	Browse Bion
Bryen & Langley	Bryen & Langley
Burohappold-Geotechnical Engineering Lt	Burohappold/Geotechnical
Butler And Young Associates	Butler And Young Associates
C Force Projects Ltd	C Force Projects Ltd
CAPITA (Was Fujitsu Service Ltd)	CAPITA (Was Fujitsu Service Ltd)
Carillion Civil Engineering Plc	Carillion

Carillion Rail East London Line	East London Line
Catercover Service Ltd	Catercover Service
CBG Consultants	CBG Consultants
CCS Jeweltone Ltd	CCS Jeweltone Ltd
CDS	CDS
Cennox	Cennox
Chadwell Construction Ltd	Chadwell Construction Ltd
Clancy Docwra Rail	Clancy Docwra
Cleshar Contract Services	CCS
Infrastructure Training Services Ltd	ITS
Close Brothers Rail Ltd	Close Brothers
Colas Rail Ltd	Colas Rai
Colser Phillips-Installation Squad	Colser Phillips-Installation Squad
Colt Construction	Colt Construction
Commander Building Services Ltd	Commander Building Services Ltd
COMPUTACENTER	COMPUTACENTER
Conair Uk Limited	Conair Uk Limited
Construction & Shopfitting Ltd	C&S Ltd
Costain Laing O'rourke Joint Venture	Costain Laing O'rourke JV
CPS Auxillion	CPS Auxillion
CPS-Rail Ltd	CPS-Rail Ltd
Cryotron Consultancy Ltd	Cryotron Consultancy Ltd
CSC Computer Sciences Ltd	CSC
Cubic Transportation Systems Ltd	Cubic
D & D Rail Ltd	D & D Rail
Daisy Corporate Services	Daisy Corporate Services
Damovo Uk Ltd (Ericsson)	Damovo Uk
Data Techniques	Data Techniques
Delatim Ltd	Delatim
Denco Lubrication Ltd	Denco
DMC Contracts Ltd	DMC Contracts Ltd
Docklands Light Railway Ltd	DLR Ext
DPSS	DPSS
Dragados	Dragados
Drainforce Ltd	Drainforce Ltd
Duct Clean UK	DCUKFM
Dyer & Butler Limited	Dyer & Butler
Econ Construction Ltd	Econ Construction Ltd
ECS Signage Ltd	ECS Signage
Ede & Wilkinson Ltd	Ede & Wilkinson
Eden Springs UK Ltd	Eden Springs
Edenbeck Ltd	Edenbeck
EDF	EDF
EHGE Mechanical, Electrical & Building Se	EHGE
Emico Limited	Emico
Engie	Engie
EWG Ltd	EWG Ltd
F M Conway	F M Conway
Ferrovial Agroman Laing O'Rourke JV	FLO JV

Fourex	Fourex
Coino UK Ltd	Coino UK Ltd
Fourway Communications	Fourway Communications
Frankham Consultancy Group Ltd	Frankham Consultancy Group
Gateway Construction	Gateway Construction
Geo-Instruments	Geo-Instruments
Giffen Group	Giffen Group
Global	Global
Cleansite	Cleansite
Graphic Applications Services Ltd	Graphic Applications Services
HA Marks Ltd	HA Marks
Halo Technology	Halo Tech
Heightsafe Systems Ltd.	Heightsafe Systems Ltd.
Henny	Henny
Hima-Sella Ltd	Hima-Sella
Hochtief (UK) Construction Ltd	Hochtief (UK) Construction Ltd
Honeywell	Honeywell
IBM	IBM
Iceberg Building Services Ltd	Iceberg Building Services
InnOvate Corporation Ltd	InnOvate Corporation Ltd
Installation Technology	Installation Technology
Interserve	Interserve
INVVU Construction Consultants	INVVU
IPS Construction	IPS Construction
ISS Ltd	ISS
ITM Ltd	ITM Ltd
J C Decaux	J C Decaux
JAM Site Services Ltd	JAM Site Services Ltd
JLX Electrical	JLX Electrical
JNG Construction	JNG Construction
John F Hunt Ltd	John F Hunt Ltd
John Murphy & Sons	John Murphy & Sons
Joseph Gallagher Ltd	Joseph Gallagher Ltd
KBTL Telecoms	KBTL Telecoms
Kellmarts Building Services	Kellmarts Building
Keltbray Ltd	Keltbray
Keolis Amey Docklands	Keolis Amey Docklands
KH Engineering Services Ltd	KH Engineering Services Ltd
KN Group	KN Group
Knorr-Bremse Rail Systems	Knorr-Bremse
Kone	Kone
Laing O'Rourke	Laing O'Rourke
Lamick Ltd	Lamick Ltd
Lanes Group PLC	Lanes Group
LB Foster	LB Foster
Lenlyn Holdings	Lenlyn Holdings
Linbrooke	Linbrooke
Links Signs Ltd	Links Signs
London Graphics Systems	London Graphics Systems

Lonsdale Rail	Lonsdale Rail
Loomis	Loomis
Lucion Services	Lucion Services
Lucky Fox Ltd	Lucky Fox Ltd
LVC	LVC
Lynch Lei Ltd	Lynch Lei
M J Quinn	M J Quinn
Quinn Infrastructure Services	QUINNIS
Mace Group	Mace Group
Mace-Dragados JV	Mace-Dragados JV
Magnolia Air UK Ltd	Magnolia Air
Margal Major Projects	Margal Major Projects
Matrixsee	Matrixsee
McGinley Support Services (Infrastructure)	McGinley Support Services (Infrastructure) Lin
McNealy Brown	McNealy Brown
MET Systems Ltd	MET Systems
Metro Newspapers	Metro Newspapers
Metrofix	Metrofix
METS Ltd	METS Ltd
MFG Construction NW Ltd	MFG Construction
Millcroft Services PLC	Millcroft
MJ Rees & Co Ltd	MJ Rees & Co Ltd
MLS Rail Ltd	MLS Rail
Morgan Sindall	Morgan Sindall
Morson International	Morson
Morson, Magnolia, Brookvex Jv	MMB JV
Motivair Ltd	Motivair
Mott MacDonald Ltd	Mott MacDonald Ltd
MPB Structures Ltd	MPB Structures
MTR Crossrail	MTR Crossrail
Multiple Electrical Engineering Services Lt	MEES Ltd
Murphy Surveys Ltd	Murphy Surveys Ltd
NCCT Ltd	NCCT Ltd
Network Rail	NR
NG Bailey	NG Bailey
Norton & Associates Ltd	Norton & Associates
Notemachine	Notemachine
Oakland Building Services Ltd	Oakland Building Services Ltd
OCL Rail Limited	OCL
Omni Colour Presentations	Omni Colour
On Site	On Site
Optilan	Optilan
Orion Group	Orion Group
Orton Lifts & Escalators Ltd	Orton L & E Ltd
Osbornes	Osbornes
OTB Engineering Limited	OTB Engineering Ltd
Otis Plc	Otis
Photo Me International	Photo Me
Plowman Craven Ltd	Plowman Craven Ltd

Pod-Track Ltd	
Primesight	Primesight
Profko Ltd	Profko Ltd
PTSG Access & Safety	PTSG Access & Safety
Quay Office Furnishers	Quay Office Furnishers
Quills Construction	Quills Construction
R J C (UK) Ltd	R J C (UK) Ltd
R J C (Midlands) Ltd.	R J C (Midlands) Ltd.
Ramboll UK Ltd	Ramboll UK Ltd
Raphael	Raphael
Red Sixty Ltd	Red Sixty
Rentokill-Initial Pest Control	Rentokill-Initial
Rhodar Ltd	Rhodar Ltd
Rosso Signs	Rosso Signs
Roughton International	Roughton International
Roxrose Projects Ltd	Roxrose Projects Ltd
Sandberg	Sandberg
SAS Wireless	SAS Wireless
Schindler (Escalators)	Schindler (Escalators)
Schindler (Lifts)	Schindler (Lifts)
Schweerbau Gmbh & Co. KG	Schweerbau
Sella Controls	Sella Controls
Siemans	Siemans
Silenzio Panels Ltd	Silenzio Panels Ltd
Sims Systems Ltd	Sims Systems
SISK	SISK
Sixense	Sixense
Skanska Ltd	Skanska
Costain Skanska JV	Costain Skanska JV
Skanska McNicholas	Skanska McNicholas
Socotec UK Ltd	Socotec UK Ltd
SODEXO	SODEXO
Bright Hygiene	Bright Hygiene
Solution Rail Ltd	Solution Rail
Specialist Electrical Services	SES
Spence Ltd	Spence Ltd
Spoortech	Spoortech
SRL Countertech	SRL Countertech
SSE Enterprise Rail	SSE Enterprise Rail
Stewart Signs	Stewart Signs
Suretrack Rail Services	Suretrack Rail Services
SUZOHAPP UK Ltd	SUZOHAPP UK Ltd
Sys-Teams Ltd	Sys-Teams Ltd
Taylor Woodrow	Taylor Woodrow
Taylor Woodrow BAM Nuttall JV	TW-BN JV
Team Q Maintenance Ltd	Team Q
Technical Retail Services Ltd	Technical Retail Services Ltd
Telent	Telent
TES Total Solutions Ltd	TES

Thales Transport And Security Ltd	Thales
The Pest Company	The Pest Company
The Trevor Patrick Partnership Constructi	TTPP
Traffic Data Centre Ltd	Traffic Data Centre Ltd
Traffic Survey Partners	Traffic Survey Partners
Treebox Ltd	Treebox
Trueform	Trueform
UK Power Networks	UKPN
HV Cables	UKPN - HV
Underground Electrical Services Limited	UESL
URS	URS
Van Vynck Environmental Ltd	Van Vynck Environmental Ltd
Vertiv	Vertiv
VGL	VGL
Vincent-Hale Ltd	Vincent-Hale
Vincents Shopfitters Ltd	Vincents Shopfitters Ltd
VINCI-BAM Nuttal JV	VINCI-BAM Nuttal JV
Volker Fitzpatrick	Volker Fitzpatrick
VolkerRail Ltd	VolkerRail
VVB Engineering Services	VVB
Watkins Cole Limited	Watkins Cole
Wavetec Ltd	Wavetec
White Box Interiors	White Box Interiors
Willmott Dixon	Willmott Dixon
Wingate Electrical PLC	Wingate Electrical PLC
Wood Building Services T-A AA-Woods	Wood Building Services T-A AA-Woods
WSP UK Ltd	WSP UK Ltd
WSS Construction Consultants	WSS
Young & Young Security	YY Security
YY Security Installations Ltd	YY Security Installations Ltd
Zitron	Zitron
Z-Tech Control Systems	Z-Tech
Rail Management Consultants	RMCon
Consulting	
Development	
Tester	Tester
Transport for London	TfL
Cross functional people	CFP-01
LU Access - Outstable Reqs	LU Outstable
LU Access Planning	LU Access
LU Maintenance	LU Maint
LU Track, Signals & Fleet Maintenance	LU TSF Mtce
LU Fleet Maintenance	LU Fleet Mtce
Depot Maintenance Unit	DMU
LU Point Care Team	LU Point Care Team
Signals Maintenance	LU Signals Mtce
BCV Signals Maintenance	BCV Sigs
Bakerloo & Victoria Signals	B&V Sigs
Central Signals	Cen Sigs

JNP Signals Maintenance	JNP Sigs Mtce
SSR Signals Maintenance	SSR Signals
Track Maintenance	LU Track Mtce
BCV Track Maintenance	BCV Track
JNP Track Maintenance	JNP Track
SSR Track Maintenance	SSR Trk Mtce
Stations, Civils & Power Maintenance	LU S, C & P Mtce
Civils Maintenance	LU Civils Mtce
Vents Maintenance	Vents Maintenance
Lifts & Escalator Maintenance	LU L&E Mtce
Lifts & Escalators Renewals	L&E Rnwls
L&E Renewals BCV/SSL	L&E Renewals BCV/SSL
L&E Renewals JNP	L&E Renewals JNP
Power Maintenance	LU Power Mtce
Premises Maintenance	LU Premises Mtce
Pumps Maintenance	LU Pumps Mtce
Station Systems Maintenance	LU Station Sytems Mtce
Structures Management Maintenance	LU Structures Management Mtce
LU Renewals & Enhancements	LU R&E
R&E Accessibility	Accessibility
R&E Fleet - LU Rolling Stock Renewals	Stock Rnwls
R&E Signalling, Power, Cooling & Energy	Signalling, Power, Cooling & Energy
Energy	Energy
Power Generation	Power Generation
LU Signals	LU Signals
Signalling Renewals	Signalling Renewals
PICU	PICU
Signalling & Control	Signalling & Control
Signalling Delivery	Signalling Delivery
Signals-not in use?	Sigs
Power & Cooling	Power & Cooling
R&E Stations, Buildings & Civils	R&E Stations, Buildings & Civils
Enhancements	Enhancements
Externally Funded	Externally Funded
Crossrail (LU)	Crossrail
LU Funded	LU Funded
Future Station Capacity	Future Stn Cap
Info & Comms Technology Upgrades	Info & Comms Technology Upgrades
Renewals	Renewals
Asset Resilience	Asset Resilience
Civils	Civils
Earth Structures	Earth Structures
Integrated Stations Programme	ISP
R&E Track	R&E Track
LU Track & Civils Renewals	Track & Civils
Track	Track Rnwls
BCV/SSL Track Renewals	BCV/SSL Track Renewals
JNP Track Renewals	JNP Track Renewals
Other Track	Other Track
Track Civils	Track Civils
BCV/SSL Infra/Civils	BCV/SSL Infra/Civils
Deep Tube Tunnels Civils	Deep Tube Tunnels Civils
Other Civils	Other Civils
Major Projects	Major Projects
Deep Tube Upgrade Programme	Deep Tube (MP-DI400/AR400/PR400)

MPD Line Upgrades	Line Upgrades
Four Lines Modernisation	4LM
ATC Signalling	ATC Signalling
Train Roll-Out	Train Roll-Out
World Class Capacity	WCC
MPD Network Extentions	Network Extentions
Metropolitan Line extension	MLE
Northern Line Extention	NLE
MPD Stations	MPD Stations
Major Stations	Major Stations
Operational	Operational
Emergency Response Unit	ERU
LUCC	LUCC
Rail for London	RfL
Crossrail	Crossrail
London Overground	LO
Support Services	Support Services
Art On The Underground	AOTU
Customer Experience	Customer Experience
Fire Compliance	Fire
IM	IM
Infrastructure Protection	Infrastructure Protection
Skills Development	Skills Development
SQE	SQE
Strategy	Strategy
Planning	Planning
Technology & Change	T&C
Business Improvement	Business Improvement
Fit For The Future - Stations Embedding	FFtF-S Embed
Customer Services	Cust Svces
Fit For the Future - Stations	FFtF-S
Maintenance Modernisation	Maintenance Modernisation
RAMS	RAMS
TfL Technology & Data	TfL T&D
Info Comms Technology Transformation	IT Transform
TfL Telephone Services	Tel Serv
Trains	Trains
TfL Commercial Development	TfL Commercial Development
Film Office	Film Office
Group Property & Facilities	GP&F
TfL Engineering	Engineering
Equipment Engineering Services	EES
Hazardous Materials Professional Services	HMPS
TfL Land Survey	TfL Land Survey
Surveys Team	Surveys Team
Track Recording Vehicle	TRV
Train Test Engineers	Train Test Engineers
Transport Systems – Technical Services	TS-TS
ZZZ_smoke test	ZZZ_smoke test

Description	Colour
All external companies	
4-Rail Services Ltd	
ABB Limited	
ABM	
Adams Environmental Ltd	
ADComms - Panasonic (Alan Dick Communications Limited)	
IPS Comms	
AECOM	
AGS One	
AJ Wells & Sons Ltd	
AK Contracts	
All Roofing and Flooring Systems	
Alstom Transport	
AMCO	
Amey Rail	
Applied Industrial Systems Ltd	
Arbourtech Ltd	
Atkins Global	
B W T UK Ltd	
Balfour Beatty Ltd	
BB Engineering Services	
Balfour Beatty Morgan Sindall JV (BBMV)	
Balfour Beatty Rail Projects	
Bam Nuttall Ltd	
Bardem FM	
Barwits Control Systems	
BCS (Electrical and Building) Ltd	
Bechtel Ltd	
Bechtel (Vauxhall Stn)	
Beechenlea Management Limited	
Beveridge Associates	
BPH Rail & Civil Engineering Ltd	
Braybrook UK	
Bridgeway	
Brindle Installations Ltd	
British Telecom Plc	
BT Openreach	
BT Payphones	
British Transport Police	
Brookvex IMS	
Brownings Electric Co Ltd	
Browse Bion	
Bryen & Langley	
Burohappold/Geotechnical Engineering Ltd	
Butler And Young Associates	
C Force Projects Ltd	
CAPITA (Was Fujitsu Service Ltd)	
Carillion	

Carillion Rail East London Line	
Catercover Service Ltd	
CBG Consultants	
CCS Jeweltone Ltd	
CDS	
Cennox	
Chadwell Construction Ltd	
Clancy Docwra Rail	
Cleshar Contract Services	
ITS	
Close Brothers Rail Ltd	
Colas Rail Limited	
Colser Phillips-Installation Squad	
Colt Construction	
Commander Building Services Ltd	
COMPUTACENTER	
Conair Uk Limited	
Construction & Shopfitting Ltd	
Costain Laing O'rourke Joint Venture	
CPS Auxillion	
CPS-Rail Ltd	
Cryotron Consultancy Ltd	
CSC Computer Sciences Ltd	
Cubic Transportation Systems Ltd	
D & D Rail Ltd	
Daisy Corporate Services	
Damovo Uk Ltd (Ericsson)	
Data Techniques	
Delatim Ltd	
Denco Lubrication Ltd	
DMC Contracts Ltd	
Docklands Light Railway Ltd	
DPSS	
Dragados	
Drainforce Ltd	
Duct Clean UK (taken over from Forest Environmental)	
Dyer & Butler Limited	
Econ Construction Ltd	
ECS Signage Ltd	
Ede & Wilkinson Ltd	
Eden Springs UK Ltd	
Edenbeck Ltd	
EDF	
EHGE Mechanical, Electrical & Building Services	
Emico Limited	
Engie	
EWG Ltd	
F M Conway	
Ferrovial Agroman Laing O'Rourke JV (NLE)	

Fourex	
Coino UK Ltd	
Fourway Communications	
Frankham Consultancy Group	
Gateway Construction	
Geo-Instruments	
Giffen Group	
Global (formally Exterior Media)	
Cleansite	
Graphic Applications Services Ltd	
HA Marks Ltd	
Halo Technology	
Heightsafe Systems Ltd.	
Henny	
Hima-Sella Ltd	
Hochtief (UK) Construction Ltd	
Honeywell	
IBM	
Iceberg Building Services Ltd	
InnOvate Corporation Ltd	
Installation Technology	
Interserve	
INVVU Construction Consultants	
IPS Construction	
ISS	
ITM Ltd	
J C Decaux	
JAM Site Services Ltd	
JLX Electrical	
JNG Construction	
John F Hunt Ltd	
John Murphy & Sons	
Joseph Gallagher Ltd	
KBTL Telecoms	
Kellmarts Building Services	
Keltbray Ltd	
Keolis Amey Docklands	
KH Engineering Services Ltd	
KN Group	
Knorr-Bremse Rail Systems	
Kone	
Laing O'Rourke	
Lamick Ltd	
Lanes Group	
LB Foster	
Lenlyn Holdings	
Linbrooke	
Links Signs Ltd	
London Graphics Systems	

Lonsdale Rail	
Loomis (cash replenishment)	
Lucion Services	
Lucky Fox Ltd	
LVC	
Lynch Lei Ltd	
M J Quinn	
QUINNIS	
Mace Group	
Mace-Dragados JV	
Magnolia Air UK Ltd	
Margal Major Projects	
Matrixsee	
McGinley Support Services (Infrastructure) Limited	
McNealy Brown	
MET Systems	
Metro Newspapers	
Metrofix	
METS Ltd	
MFG Construction NW Ltd	
Millcroft Services PLC	
MJ Rees & Co Ltd	
MLS Rail Ltd	
Morgan Sindall	
Morson International	
Morson, Magnolia, Brookvex Jv	
Motivair Ltd	
Mott MacDonald Ltd	
MPB Structures Ltd	
MTR Crossrail	
Multiple Electrical Engineering Services Ltd	
Murphy Surveys Ltd	
NCCT Ltd	
Network Rail	
NG Bailey	
Norton & Associates Ltd	
Notemachine - ATM Instalation	
Oakland Building Services Ltd	
aka OCL Group Limited	
Omni Colour Presentations	
On Site	
Optilan	
Orion Group	
Orton Lifts & Escalators Ltd	
Osbornes	
OTB Engineering	
Otis Plc (Escalators)	
Photo Me International	
Plowman Craven Ltd	

Primesight	
Profko Ltd	
PTSG Access & Safety	
Quay Office Furnishers	
Quills Construction	
R J C (UK) Ltd	
R J C (Midlands) Ltd.	
Ramboll UK Ltd	
Raphael	
Red Sixty Ltd	
Rentokill-Initial Pest Control	
Rhodar Ltd	
Rosso Signs	
Roughton International	
Roxrose Projects Ltd	
Sandberg	
SAS Wireless	
Schindler (Escalators)	
Schindler (Lifts) WAS Accord Lift Services	
Schweerbau Gmbh & Co. KG	
Sella Controls	
Siemens	
Silenzio Panels Ltd	
Sims Systems Ltd (Pharos Marine)	
SISK	
Sixense	
Skanska Ltd	
Costain Skanska JV	
Skanska McNicholas	
Socotec UK Ltd	
SODEXO	
Bright Hygiene	
Solution Rail Ltd	
Specialist Electrical Services	
Spence Ltd	
Spoortech	
13002688: SRL Countertech/SRL Solutions	
SSE Enterprise Rail	
Stewart Signs	
Suretrack Rail Services	
SUZOHAPP UK Ltd	
Sys-Teams Ltd	
Taylor Woodrow	
Taylor Woodrow BAM Nuttall JV	
Team Q Maintenance Ltd	
Technical Retail Services Ltd	
Telent	
TES Total Solutions Ltd	

Thales Transport And Security Ltd	
The Pest Company	
The Trevor Patrick Partnership Construction Consultants	
Traffic Data Centre Ltd	
Traffic Survey Partners	
Treebox Ltd	
Trueform	
UK Power Networks	
UKPN - HV Cables	
Underground Electrical Services Limited	
URS	
Van Vynck Environmental Ltd	
Vertiv	
VGL	
Vincent-Hale Ltd	
Vincents Shopfitters Ltd	
VINCI-BAM Nuttal JV	
Volker Fitzpatrick	
VolkerRail Ltd	
VVB Engineering Services	
Watkins Cole Limited	
Wavetec Ltd	
White Box Interiors	
Willmott Dixon Holdings Ltd	
Wingate Electrical PLC	
Wood Building Services T-A AA-Woods	
WSP UK Ltd	
WSS Construction Consultants	
Young & Young Security	
YY Security Installations Ltd	
Zitron	
Z-Tech Control Systems	
Tester	
Company for people who work across 2 tfl areas	
company for setting up the outstabled trains data	
LU Track, Signals & Fleet Maintenance	
LU Fleet Maintenance	
Depot Maintenance Unit	
LU Point Care Team	
Signals Maintenance	
BCV Signals	
Bakerloo & Victoria Signals Maintenance	
Central Signals Maintenance	

JNP Signals Maintenance	
SSR Signals Maintenance	
Track Maintenance	
BCV Track Maintenance	
JNP Track Maintenance	
SSR Track Maintenance	
Stations, Civils & Power Maintenance	
Civils Maintenance	
Vents Maintenance	
Lifts & Escalator Maintenance	
LU-PR518/LU-PF125	
LU-PD106	
LU-PD806	
Power Maintenance	
Premises Maintenance	
Pumps Maintenance	
Station Sytems Maintenance	
Structures Management	
LU-D1200	
LU-AR120/LU-PR120/LU-PF104	
LU-AR220/LU-PR205/PF128	
LU-AR200	
LU-PR231	
LU-PF130	
LU-PR202	
LU-PF265	
LU-PD264	
LU-PD267	
LU-PD132	
LU-PF124	
LU-PR230/LU-PF126	
LU-AR100	
LU-PR130	
LU-PF119	
LU-PF240	
LU-PF106	
LU-PF118	
LU-PF123	
LU-PR100	
LU-PF103	
LU-PF105	
Earth Structures (PD111/149)	
LU-PF102	
LU-AR240	
LU-PR232	
LU-PF120	
LU-PD120	
LU-PD802	
LU-PD121	
LU-PF121	
LU-PD122	
LU-PD153	
LU-PD123	
M11	
MP-PF400	

MP-DI300	
MP-AR320/MP-PR-320/MP-PF320+MP-PF325	
MP-PD320	
MP-PD321	
MP-AR300/MP-PR300/MP-PF300	
MP-DI100	
MP-AR120/MP-PR120/MP-PF120	
MP-AR100/MP-PR100/MP-PF100	
MP-DI200	
MP-AR200/MP-PR200/MP-PF200	
Operational	
Emergency Response Unit	
LUCC	
Rail for London	
London Overground	
Support Services	
AOTU	
Customer Experience	
Fire Compliance	
IM	
Infrastructure Protection	
Skills Development	
SQE	
Strategy	
Planning	
LU-DI300/AR600	
Business Improvement	
LU-PR702	
LU-PF703	
LU-PF702	
LU-PR739/PF739	
LU-PF729	
LU-PR500	
LU-PF141	
TfL Telephone Services	
LU-PR706/PF737	
TfL Commercial Development	
Film Office	
Group Property & Facilities	
Engineering	
Equipment Engineering Services (EES)	
Hazardous Materials Professional Services (was Asbestos Control)	
TfL Land Survey	
Surveys Team	
Track Recording Vehicle	
Train Test Engineers	
Transport Systems – Technical Services	
This is a dummy company for all user accounts that are used for smoke testing	

Gemma Jacob

From: Lynsey Rowles
Sent: 22 November 2022 13:03
To: [REDACTED]
Subject: RE: External advertising - Customer opportunity
Attachments: ATLAS CONTRACT SIGNED.pdf; QUENSH.pdf

Hi [REDACTED]

I am happy to finally say everything is now signed off, so once you have completed your Railsys training and have you access number you are all good to go to start installing the frames.

Please can you confirm when you have completed all installations as there is a set of forms we have to complete with building control.

Lynsey

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 18 November 2022 15:25
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: RE: External advertising - Customer opportunity

Hi Lynsey,

Sorry about that, now attached.

Kind regards

[REDACTED]
Managing Director

Atlas (UK) Ltd • Atlas Signs

Direct line: [REDACTED] • **Mobile:** [REDACTED]

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Sent: 18 November 2022 13:06
To: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Subject: RE: External advertising - Customer opportunity

Hi [REDACTED]

Our health and safety guys have advised the QUENSH has been signed in the wrong place. You need to complete the supplier section and not the client – apologies

Can you resign in the correct place and send over

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 11 November 2022 12:41
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: RE: External advertising - Customer opportunity

Hi Lynsey,

Please see attached, hopefully all present and correct.

Kind regards

[REDACTED]
Managing Director

Atlas (UK) Ltd • Atlas Signs

Direct line: [REDACTED] • **Mobile:** [REDACTED]

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Sent: 11 November 2022 11:38
To: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Subject: RE: External advertising - Customer opportunity

Sorry [REDACTED] its not physically in the contract, it's the attached document you previously provided. It was sent unsigned

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)

From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 11 November 2022 11:34
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: RE: External advertising - Customer opportunity

Hi Lynsey,

Maybe I'm being a bit dim but there's nothing under schedule 7 other than 'to be inserted'

Do I need to insert something?

Kind regards

[REDACTED]
Managing Director

Atlas (UK) Ltd • Atlas Signs

Direct line: [REDACTED] • **Mobile:** [REDACTED]

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Sent: 09 November 2022 08:48
To: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Subject: RE: External advertising - Customer opportunity

Hi [REDACTED]

Really sorry, but we cannot sign this as it is still technically the draft contract – also it was missing appendix 1 & 2 (apologies for missing this before)

I have removed the references to "(Subject to Contract)" and "Draft Contract Version 2" and adding in the missing info so please can you recheck and add in the required info, sign and resend, please can you also ensure you sign the QUENSH Menu as this is listed in Schedule 7

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED]@tube.tfl.gov.uk

From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 03 November 2022 15:23

To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: RE: External advertising - Customer opportunity

Hi Lynsey,

Signed contract (and sections that needed completing) attached.

Kind regards

[REDACTED]
Managing Director

Atlas (UK) Ltd • Atlas Signs

Direct line: [REDACTED] • **Mobile:** [REDACTED]

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Sent: 01 November 2022 10:27
To: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Subject: RE: External advertising - Customer opportunity

Hi [REDACTED]

Sorry for the no update, I have been off sick. I will send the info on Railsys etc shortly, but can you send the sign contract ASAP so we can get this finalised?

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED]@tube.tfl.gov.uk



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 13 October 2022 14:40
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: RE: External advertising - Customer opportunity

Thank you,

Will follow up with [REDACTED].

We started sales last week and have sold 10 stations up to today!

Kind regards

[REDACTED]

Managing Director

Atlas (UK) Ltd • Atlas Signs

Direct line: [REDACTED] • Mobile: [REDACTED]

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Sent: 13 October 2022 13:05
To: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Subject: RE: External advertising - Customer opportunity

Hi [REDACTED]

I don't know, she is still shown on the system – maybe try [REDACTED], as he was also including in the previous email discussions!

Lynsey

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED]@tube.tfl.gov.uk



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 13 October 2022 12:15
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: FW: External advertising - Customer opportunity

Hi Lynsey,

I got this back from [REDACTED], is she still with TfL?

Kind regards

[REDACTED]
Managing Director

Atlas (UK) Ltd . Atlas Signs

Direct line: [REDACTED] . Mobile: [REDACTED]

-----Original Message-----

From: Mail Delivery Subsystem <MAILER-DAEMON@rly11b.srv.mailcontrol.com>
Sent: 13 October 2022 12:03
To: [REDACTED]
Subject: Undeliverable: External advertising - Customer opportunity

The original message was received at Thu, 13 Oct 2022 12:03:19 +0100 from eu-smtp-delivery-189.mimecast.com [<http://185.58.86.189>]

----- The following addresses had permanent fatal errors ----- <[REDACTED]@tfl.gov.uk>
(reason: 550 5.4.1 Recipient address rejected: Access denied. AS(201806281) [VE1EUR01FT102.eop-EUR01.prod.protection.outlook.com])

----- Transcript of session follows ----- ... while talking to transportforlondon.mail.protection.outlook.com.:
>>> DATA
<<< 550 5.4.1 Recipient address rejected: Access denied. AS(201806281) [VE1EUR01FT102.eop-EUR01.prod.protection.outlook.com]
550 5.1.1 <[REDACTED]@tfl.gov.uk>... User unknown <<< 503 5.5.2 Need rcpt command [VE1EUR01FT102.eop-EUR01.prod.protection.outlook.com]

This message has been scanned for malware by Forcepoint. <http://www.forcepoint.com>

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Contract Reference Number: TFL 95802

Contract for Services
between
Transport Trading Limited
and
Atlas (UK) Ltd

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Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to TfL or any such subsidiary; and

- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor’s Office for Policing and Crime, the London Fire Commissioner, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation (**“Functional Bodies”**) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to the GLA, any Functional Body or any such subsidiary;

“Authority Premises”

any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;

“Business Day”

any day excluding Saturdays, Sundays or public or bank holidays in England;

“Cessation Plan”

a plan agreed between the Parties or determined by the Authority pursuant to Clauses 29.1 to 29.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 29.6 to 29.10 (inclusive) to give effect to a Public Procurement Termination Event;

“Charges”

the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 27.6 or Clause 32;

“Confidential Information”

all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to

	the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Data Protection Legislation”	means: <ul style="list-style-type: none"> (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data; (b) Directive (EU) 2016/680 (the Law Enforcement Directive); (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

“Declaration of Ineffectiveness”

a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;

“Electronic Invoicing Platform”

the Authority’s invoicing platform for the submission and receipt of electronic invoices;

“Electronic Procure-to-Pay (eP2P) Vendor Handbook”

the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link-

<https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5>;

“Force Majeure Event”

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“Holding Company”

any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;

“Insolvency Event”

any of the following:

- (f) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order;
- (g) a receiver, administrative receiver,

manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company;

- (h) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (i) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (j) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (k) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

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

“Key Personnel”

the Service Provider’s key personnel named in Schedule 1;

“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;
“Milestone”	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
“Parties”	the Authority and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
“PDF Invoices”	invoices in PDF (portable document format) format;
“Personal Data”	has the meaning given to it in the Data Protection Legislation;
“Processing”	has the meaning given to it in the Data Protection Legislation;
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 7 or such other person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Public Procurement Termination Event”	has the meaning given to it in Clause 29.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider”	the equipment and materials of whatsoever

Equipment		nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”		all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”		(a) subject to Clause 27.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 32; and (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;
“Specification”		the specification and other requirements set out in Schedule 3;
“Supply Chain Finance Option”		has the meaning given to it in paragraph 1 of Part B of Schedule 6;
“Term”		the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
“TfL”		Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
“Transparency Commitment”		means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;

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

1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;

1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;

1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;

1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;

1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;

1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:

1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or

1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;

1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;

1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and

1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. Commencement and Duration

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 27.

3. **The Services**

3.1 The Service Provider:

3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;

3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;

3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and

3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.

3.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;

3.3 The Service Provider shall provide the Services:

3.3.1 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 Services and with sufficient resources including project management resources;

3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;

3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and

3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.

3.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.

- 3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.7 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

4. Charges

- 4.1 In consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Service Provider shall pay the Charges to the Authority in accordance with the procedures set out in Clause 5 and set out in Schedule 4. For the avoidance of doubt, where the Service Provider sub-contracts any part of the Services to a third party, the Service Provider is responsible for payments to that third party.
- 4.2 All Charges exclude VAT (or any similar United Kingdom or European sales tax), unless otherwise stated and VAT shall, where applicable, be shown as a separate charge.

5. Payment Procedures

- 5.1 The Service Provider shall pay the Authority in respect of the Charges at such dates or at the end of such other periods as may be specified in Schedule 4.
- 5.2 Any loss and/or additional expenses incurred by the Service Provider in correcting and/or resubmitting any invoice shall be at the Service Provider's expense
- 5.3 No payment made by the Service Provider (including any final payment) shall prevent the Authority from recovering any amount underpaid including payments received from the Service Provider by mistake of law or fact.

6. Warranties and Obligations

- 6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:
- 6.1.1 the Service Provider:

- 6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and
 - 6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and
 - 6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;
 - 6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
 - 6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and
 - 6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

7. Operational Management

- 7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.
- 7.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:
 - 7.2.1 variations to the Contract;
 - 7.2.2 any matter concerning the terms of the Contract; and
 - 7.2.3 any financial matter (including any issues in Schedule 4),

which shall be referred to the Procurement Manager.

- 7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

8. **Service Provider's Personnel**

- 8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.
- 8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.
- 8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group

incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.

- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. Sub-Contracting and Change of Ownership

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refused or granted subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
 - 9.2.2 be responsible for payments to that person;
 - 9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;
 - 9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;
 - 9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is

engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);

9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;

9.2.7 include a term in each sub-contract (of any tier):

9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;

9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;

9.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and

9.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 9.2.7.3 above in any sub-contract it awards.

9.3 The Service Provider shall give notice to the Authority within 10 Business Days where:

9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company; and

- 9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

10. **Conflict of Interest**

- 10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.
- 10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 27.1.4.

11. **Access to Premises and Assets**

- 11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:
- 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;

- 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
 - 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
 - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
 - 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.
- 11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. **Compliance with Policies and Law**

- 12.1 The Service Provider, at no additional cost to the Authority:
- 12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the

Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

- 12.1.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;
- 12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
- 12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
- 12.1.5 where possible, shall provide the Services in such a manner as to:
 - 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 12.1.5.2 eliminate unlawful discrimination; and
 - 12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 12.1.6 Where the GLA is the Authority the Service Provider shall:
 - 12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties

- referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider's activities;
- 12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;
- 12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;
- 12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 12.1.6 as if the sub-contractor were in the position of the Service Provider;
- 12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and cooperate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and
- 12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.
- 12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, where TfL is the Authority, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "**Traffic Manager**" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;

12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it; and

12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;

12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Work Related Road Risk

12.3 For the purposes of Clauses 12.3 to 12.12 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Alternative Scheme” has the meaning given to it in Clause 12.4.1;

“Approved Progressive Driver Training” an ongoing programme of Drivers' training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist's perspective), which is required to be completed at least once every 5 years;

“Car-derived Van” 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;
“Category N2 HGV”	a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;
“Category N3 HGV”	a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
“CLOCS Standard”	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk ;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a HGV, a Van or a Car-derived Van;
“Driver”	any employee of the Service Provider (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. 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;

“HGV”

a vehicle with a 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;

“Silver Accreditation”

the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, 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; and

“WRRR Self-Certification Report”

has the meaning given to it in Clause 12.10.

Fleet Operator Recognition Scheme Accreditation

12.4 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Contract Commencement Date:

12.4.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the “**Alternative Scheme**”); and

12.4.2 (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit 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 Service Provider has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

- 12.5 The Service Provider shall ensure that every HGV, which it uses to provide the Services, shall be fitted with safety features consistent with the FORS Silver Accreditation.

Construction Logistics and Community Safety (CLOCS)

- 12.6 Where applicable, for works contracts exceeding a value of £1m:
- 12.6.1 the Service Provider shall comply with the CLOCS Standard; and
 - 12.6.2 the Service Provider shall ensure that the conditions at all sites and locations where:
 - 12.6.2.1 the Services are being delivered; or
 - 12.6.2.2 in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

are appropriate for each Category N3 HGV being used in the provision of the Services.

Direct Vision Standard (DVS)

- 12.7 Where applicable, for contracts exceeding a value of £1m where the duration will exceed 12 months and a significant amount of the work will be conducted within the GLA boundaries:
- 12.7.1 the Service Provider shall comply with the DVS Schedule attached to this Contract; and
 - 12.7.2 the Service Provider shall ensure that:
 - 12.7.3 from and including 26 October 2019, all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and
 - 12.7.4 from and including 26 October 2023, all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

- 12.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers attend the Approved Progressive Driver Training throughout the Term of the Contract.

Collision Reporting

- 12.9 Where the Service Provider operates Delivery and Servicing Vehicles to deliver the Contract, the Service Provider shall within 15 days of the Contract Commencement Date, provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report within five Business Days of a written request from the Authority at any time.

Self-Certification of Compliance

- 12.10 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Contract Commencement Date, the Service Provider shall provide a written report to the Authority detailing its compliance with Clauses 12.4, 12.5, 12.6, 12.7, 12.8 and 12.9 (as applicable) of this Contract (the "**WRRR Self-Certification Report**"). The Service Provider shall provide updates of the WRRR Self-Certification Report to the Authority on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Service Provider Regarding Sub-contractors

- 12.11 The Service Provider shall ensure that those of its sub-contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to provide the Services shall comply with the corresponding provisions of this Contract:

12.11.1 Clauses 12.4, 12.8, 12.9, 12.10; and

12.11.2 for Category N2 HGVs – Clause 12.5; and

12.11.3 for Category N3 HGVs – Clauses 12.5, and, where applicable 12.6, 12.7;

as if those sub-contractors were a party to this Contract.

Failure to Comply

- 12.12 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 12.4, 12.5 (where applicable), 12.6 (where applicable), 12.7 (where applicable), 12.8, 12.9, 12.10 and 12.11;

12.12.1 the Service Provider has committed a material breach of this Contract; and

12.12.2 the Authority may refuse the Service Provider, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Authority for any purpose (including but not limited to deliveries).

13. London Living Wage

For the purposes of this Clause 13, the following expressions have the corresponding meanings:

“CCSL”	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
“London Living Wage”	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk);
“Subcontractor”	a sub-contractor (of any tier) of the Service Provider.

13.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority's estate in the circumstances set out in Clause 13.3.1.

13.2 Without prejudice to any other provision of this Contract, the Service Provider shall:

13.2.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:

13.2.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and

13.2.1.2 on the Authority's estate including (without limitation) premises and land owned or occupied by the Authority,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

13.2.2 ensure that none of:

13.2.2.1 its employees; nor

13.2.2.2 the employees of its Sub-contractors,

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

13.2.3 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):

13.2.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 13; and

13.2.3.2 reasonable evidence that Clause 13 has been implemented;

13.2.4 disseminate on behalf of the Authority to:

13.2.4.1 its employees; and

13.2.4.2 the employees of its Sub-contractors,

engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

13.2.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

13.2.5.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;

13.2.5.2 procuring that the Service Provider's Sub-contractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 13.3.1 have been complied with.

13.3 For the avoidance of doubt the Service Provider shall:

13.3.1 implement the annual increase in the rate of the London Living Wage; and

13.3.2 procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

13.4 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its Sub-contractors.

13.5 Without limiting the Authority's rights under any other termination provision in this Contract, the Service Provider shall remedy any breach of the provisions of this Clause 13 within four (4) weeks' notice of the same from the Authority (the "**Notice Period**"). If the Service Provider remains in breach of the provisions of this Clause 13 following the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Contract.

14. **Corrupt Gifts and Payment of Commission**

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

15. **Equipment**

15.1 Risk in:

15.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

15.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

15.2 The Service Provider shall ensure that all Service Provider Equipment and all Materials meet all minimum safety standards required from time to time by law.

16. **Quality and Best Value**

16.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority 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) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

16.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

17. **Records, Audit and Inspection**

17.1 The Service Provider shall, and shall procure that its sub-contractors shall:

17.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

17.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in Data Protection Legislation) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

17.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

18. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

19. **Indemnity**

19.1 Subject to Clause 19.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) (“**the Indemnified Party**”) against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider’s Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

19.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

20. **Insurance**

20.1 The Service Provider will at its sole cost maintain employer’s liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services (the “**Insurances**”) and will ensure that the Authority’s interest is noted on each and every policy or that any public liability, product liability or employer’s liability insurance includes an Indemnity to Principal clause:

20.1.1 public liability to cover injury and loss to third parties;

20.1.2 insurance to cover the loss or damage to any item related to the Services;

20.1.3 product liability; and

20.1.4 professional indemnity or, where professional indemnity insurance is not available, a “financial loss” extension to the public liability insurance referred to in Clause 20.1.1 or, if

applicable, the product liability insurance referred to in Clause 20.1.3. Any professional indemnity insurance or “financial loss” extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract.

- 20.2 The insurance cover will be maintained with a reputable insurer.
- 20.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 20.1 and payment of all premiums due on each policy.
- 20.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 20.1 being or becoming void, voidable or unenforceable.
- 20.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

21. **The Authority’s Data**

- 21.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority’s data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority’s data.
- 21.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority’s data and to prevent any corruption or loss of the Authority’s data.

22. **Intellectual Property Rights**

- 22.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services (the “**Products**”) provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.
- 22.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 22.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority’s prior written

consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.

22.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

23. **Privacy, Data Protection and Cyber Security**

23.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.

23.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

24. **Confidentiality and Announcements**

24.1 Subject to Clause 25, the Service Provider will keep confidential:

24.1.1 the terms of this Contract; and

24.1.2 any and all Confidential Information that it may acquire in relation to the Authority.

24.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 24.1.

24.3 The obligations on the Service Provider set out in Clause 24.1 will not apply to any Confidential Information:

24.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 24);

24.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

24.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

24.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.

24.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.

24.6 The provisions of this Clause 24 will survive any termination of this Contract for a period of 6 years from termination.

25. **Freedom of Information and Transparency**

25.1 For the purposes of this Clause 25:

25.1.1 **“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 or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

25.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

25.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.

25.2 The Service Provider acknowledges that the Authority:

25.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

25.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

25.3 Without prejudice to the generality of Clause 25.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

25.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and

- 25.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.
- 25.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 25.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 25, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 25.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.
26. **Dispute Resolution**
- 26.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 26.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) 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.
- 26.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with

the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.

- 26.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the 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.
- 26.5 Where a dispute is referred to mediation under Clause 26.3, 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.
- 26.6 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.
- 26.7 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 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 41.
- 26.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 26.
- 26.9 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 Clause 26 and Clause 26 shall not apply in respect of any circumstances where such remedies are sought.

27. **Breach and Termination of Contract**

- 27.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:

- 27.1.1 In addition and without prejudice to Clauses 27.1.2 to 27.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

- 27.1.2 the Service Provider is subject to an Insolvency Event;

- 27.1.3 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;
 - 27.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;
 - 27.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
 - 27.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or
 - 27.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.
- 27.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 27.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.
- 27.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 27.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.

- 27.4 Without prejudice to the Authority's right to terminate the Contract under Clause 27.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 27.4 may be disapplied by notice to that effect in Schedule 1.
- 27.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 27.1, 27.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 29.
- 27.6 To the extent that the Authority has a right to terminate the Contract under this Clause 27 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

28. **Consequences of Termination or Expiry**

- 28.1 Notwithstanding the provisions of Clause 24, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 28.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 28.3 Upon expiry or termination of the Contract (howsoever caused):
- 28.3.1 the Service Provider shall, at no further cost to the Authority:
- 28.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

28.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

28.3.2 the Authority shall (subject to Clauses 18, 28.1 and 28.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

28.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 27.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

29. Declaration of Ineffectiveness and Public Procurement Termination Event

29.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 28 and Clauses 29.1, 29.2, 29.4 to 29.6 (inclusive) and 29.12 shall apply as from the time when the Declaration of Ineffectiveness is made.

29.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 29.1 to 29.6 inclusive.

29.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 29.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

29.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the

Authority or such other entity as the Authority may specify;
and

29.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 29.2 to 29.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

29.4 Where there is any conflict or discrepancy between the provisions of Clause 28 and Clauses 29.2 to 29.6 (inclusive) and 29.12 or the Cessation Plan, the provisions of these Clauses 29.2 to 29.6 (inclusive) and 29.12 and the Cessation Plan shall prevail.

29.5 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 the Authority) in the event that a Declaration of Ineffectiveness is made.

29.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority 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 Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.

29.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 29.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:

29.7.1 the provisions of Clause 28 and these Clauses 29.7 to 29.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and

29.7.2 if there is any conflict or discrepancy between the provisions of Clause 28 and these Clauses 29.7 to 29.12 or the Cessation Plan, the provisions of these Clauses 29.7 to 29.12 and the Cessation Plan shall prevail.

29.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public

Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 29.7 to 29.11 inclusive.

29.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

29.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and

29.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of these Clauses 29.7 to 29.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.

29.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

29.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority 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 Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.

29.12 For the avoidance of doubt, the provisions of this Clause 29 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

30. **Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 15, 17-21 (inclusive), 22.2, 23-26 (inclusive), 28, 29-32 (inclusive), 34-41 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

31. **Rights of Third Parties**

- 31.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 (“**Third Party Act**”), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.
- 31.2 Notwithstanding Clause 31.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

32. **Contract Variation**

Save where the Authority may require an amendment to the Services and/or this Contract is amended pursuant to the Service Provider’s exercise of any Supply Chain Finance Option, the Contract may only be varied or amended with the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider’s exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part B of Schedule 6) the details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Part A of Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

33. **Novation**

- 33.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).
- 33.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.
- 33.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

34. **Non-Waiver of Rights**

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 36. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

35. **Illegality and Severability**

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

36. **Notices**

With the exception of invoices, any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

if delivered by hand, at the time of delivery;

if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

37. **Entire Agreement**

37.1 Subject to Clause 37.2:

37.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

37.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any

misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

37.2 Nothing in this Clause 37 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

38. **Counterparts**

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

39. **Relationship of the Parties**

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

40. **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 the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

41. **Governing Law**

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 26, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of
Transport for London -
the Authority

)
)
)

P. Roddy

Signature

Phil Roddy
Commercial Manager
Print name and position

Date:

Signed by
for and on behalf of
Atlas (UK) Ltd -
the **Service Provider**

)
)
)

Signature



DIRECTOR

Print name and position

Date: 11.11.2022



SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:** TFL 95802
2. **Name of Service Provider:** Atlas (UK) Ltd
3. **Commencement:**
 - (a) **Contract Commencement Date:** 1/10/2023
 - (b) **Service Commencement Date:** 1/10/2023
4. **Duration/Expiry Date:**

The contract shall commence on 1st October 2022 for a [REDACTED] month period and expire on [REDACTED]. There is an option to extend the contract for further periods until [REDACTED] by prior mutual agreement. Any extension period must be agreed three months prior to expiry of the prevailing contract period. Any extensions to the contract period shall be enacted in conformance with clause 32 (Contract Variation).

5. **Payment (see Clauses 5):**

Payment shall be made annually on or before 1st October 2023 and if the contract is extended on or before 1st October 2024 and on or before 31/3/2025, for all sites listed on Appendix 1 and as amended from time to time. Payments shall be adjusted on a pro-rata basis for any sites added during the year or decommissioned during the year.

6. **Email address where PDF Invoices shall be sent:**

[REDACTED]@tfl.gov.uk

7. **Time for payment where not 30 days (see Clause 5.4):**

8. **Details of the Authority's (TTL) Contract Manager**

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

8th floor

5 Endeavour Square

Stratford

London
E20 1JN
Email: [REDACTED]@tube.tfl.gov.uk
Mobile: [REDACTED]

9. Details of the Authority's Procurement Manager

Phil Roddy

Commercial Manager
Marketing & Services
Procurement & Commercial
8th Floor - Blue Zone
Endeavour Square
Westfield Avenue
Stratford
London
E20 1JN.
Email: [REDACTED]@tube.tfl.gov.uk

10. Service Provider's Key Personnel:

DETAILS TO BE INSERTED

Name & Position	Contact Details	Area of Responsibility
[REDACTED] - Director	[REDACTED]@atlas-uk.co.uk	Operations
[REDACTED] - Head of Accounts	[REDACTED]@atlas-uk.co.uk	Accounts

11. Notice period in accordance with Clause 27.4 (termination without cause):
90 days.

12. Address for service of notices and other documents in accordance with Clause 36:

For the Authority: see details in 8 above for Authority's Contract Manager

For the attention of: Terry Knight

**For the Service Provider: *Atlas (UK) Ltd, Media
House, Wormingford Road, Fordham, Colchester, Essex CO6 3NS***

13. Office facilities to be provided to the Service Provider in accordance with Clause 11.3
N/A

14. Training to be provided by the Service Provider in accordance with Clause 8.8:
N/A

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT
NOT APPLICABLE

SCHEDULE 3 – SPECIFICATION

Definitions

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 exercising of the Advertising rights of the Advertising Estate including the installation, maintenance, upgrade, repair and/or replacement of Equipment

Advertising Estate The area of the Estate permitted for the advertising

Advertising Policy The policy with which the Advertising must comply as specified in Appendix 2 of the Contract

Advertising Space the specific location identified as the approved location for the display of the advertising frame as defined by the Space Approval Process

Agreed procedures and Method Statements the procedures and method statements for the Media Partner, as agreed by TTL

Building Control Approval requesting permission to install a fixed access to TTL premises

Contract Manager the person nominated by each party

Media Partner is Atlas (UK) Ltd (The Service Provider)

QUENSH The Quality Environment Safety and Health Conditions Manual in force and as supplied to the Media Partner by TTL

Railsys TTL Access booking system, required for working on the TTL Estate

Sentinel Card – A PTS Certificate is required before anybody is allowed to work within the boundary of Network Rail tracks in the UK (on or near the line). The Sentinel Card is a smartcard which links to an online database, giving details of the holders competencies and other details

Sentinel Training - provides rail workers with a passport to work on the rail infrastructure across the United Kingdom. To make Sentinel smart, safe and simple the very latest smartcard technology is used along with a secure and trusted database and multiple platforms such as smartphones. This allows workers' competence and fitness to work to be verified simply and effectively in near real time

Space Application requesting permission to utilise a space for Advertising Activity

Station Staff TTL station based at stations

TfL Transport for London, a statutory body established under the Greater London Authority Act 1999 **TTL Contract Manager** – as defined in Schedule 1 of the Contract

Specification

This concession grants the Media Partner the rights to install 1 x advertising frame on the external wall at specified locations across the TfL network. The initial agreement is to install at 30 stations as defined in Appendix 1 of the Contract with the option to extend to additional stations. Any additional sites must be agreed by the appointed Contract Managers from both parties and will need to follow the specified approvals process of Space Application and Building Control Approval

The frames being installed are 535mm x 950mm portrait acrylic portrait frames which weigh 5.06kg that are installed with a 5 x 50mm dome head screw and will have the Media Partner's branding on the frame

The Media Partner shall take and retain photos of the fixing surface for the Advertising Space prior to installation of the advertising frames to document the condition of the wall prior to installation.

All Advertisements must be submitted to the TTL Contract Manager for sign off prior to being installed to ensure they are compliant with the Advertising Policy

In the event the Media Partner installs a non-compliant Advertisement it must be removed immediately as per TTL instructions

The relevant employees, agents and permitted sub-contractors of the Media Partner must obtain the necessary training certificates to enable them to carry out Advertising Activities such as Sentinel Training

The Media Partner will ensure that any employee, agent and/or sub-Contractor attending a TTL station for the purpose of Advertising Activity will have a valid Railsys access number, a Sentinel Card, be wearing a hi-visibility tabard with company branding for identification purposes and have a valid method statement and risk assessment for the works due to be undertaken

The Media Partner will ensure that any employee, agent and/or sub-Contractor attending a TTL station for the purpose of Advertising Activity will report directly to the station office and sign in with Station Staff and upon completion of works sign out with the station before departing the station.

The Advertisement will be changed on an annual basis, unless there is a requirement for the poster to be refreshed at an earlier interval

The Media Partner will be responsible for all maintenance to the frames, including repairs and replacement due to vandalism

TTL will not be liable for the loss and/or damaged caused to the Media Partner's equipment whilst installed on TTL property

The Media Partner will be responsible for the regular monitoring of the advertising frames to check for any vandalism, graffiti, or damage. In the event of a fault or damaged frame the Media Partner will be required to attend and make good and/or safe within 24 hours of notification and replace the unit/part within 7 days

The Media Partner shall provide an email address for the purposes of fault reporting in the event that Station Staff identify a fault

The Media Partner will be responsible for undertaking regular inspections to all the advertising assets to check for cleanliness of the unit, non-intrusive structural inspections of the units and position of the displayed Advertisement. On an annual basis the Media Partner shall undertake a full structural inspection to check the overall integrity of the frame and fixings. A report will be submitted to TTL on the findings of the annual inspections including any remedial actions that are required.

In the event that an Advertising Space is permanently withdrawn, the Media Partner will be responsible to make good/return the area back to a similar condition to what it was prior to installation of the advertising frame. The making good will be signed off by the TTL Contract Manager upon completion and referenced against the photos taken prior to installation

TTL will endeavour to provide the Media Partner with notice of any upcoming works that may impact on Advertising Activities, however as the locations are outside of the station, works may be beyond TTL control. Therefore, TTL will not be held liable should the Media Partner's Asset become obscured, damaged or removed by a third party.

The Media Partner will be responsible for any invoiced rates received from the local Councils/Boroughs for the advertising displayed

The list of approved stations is detailed in Appendix 1 of the Contract.

SCHEDULE 4 – CHARGES

The Service Provider shall pay an annual fee of [REDACTED] (+VAT) per site for each site detailed on **Appendix 1** and as subsequently amended from time to time.

SCHEDULE 5 - PROJECT PLAN

NOT APPLICABLE

SCHEDULE 6 - FORM FOR VARIATION

PART A

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Authority Contact Telephone: *[to be inserted]*

Fax: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 32 of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
ALLOWANCE TO THE AUTHORITY	
EXTRA COST TO THE AUTHORITY	
TOTAL	

.....
For the Authority (signed)

.....
(print name)

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

**SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY
CONSIDERATIONS
TO BE INSERTED**

APPENDIX 1 – LIST OF APPROVED LOCATIONS

Barkingside
Becontree
Chigwell
Dagenham East
Dagenham Heathway
Debden
East Finchley
East Ham
Elm Park
Epping
Fairlop
Finchley Central
Grange Hill
Hainault
High Barnet
Highgate
Hornchurch
Leytonstone
Loughton
Newbury Park
Plaistow
Redbridge
South Woodford
Totteridge & Whetstone
Upney
Upton Park
Wanstead
West Finchley
Woodford
Woodside Park

APPENDIX 2 – TFL ADVERTISING POLICY

TfL advertising policy

Revised guidelines effective February 25, 2019

1. Background

1.1 The purpose of this policy is to set out high level principles and procedures relating to the approval of advertisements which appear on services run or regulated by Transport for London (TfL).

1.2 The application of the principles will depend on context and will sometimes require subjective judgments.

1.3 The regulation of advertising in the UK is the responsibility of the Advertising Standards Authority (ASA). The ASA applies the Advertising Codes which are written by the Committees of Advertising Practice (CAP).

1.4 Advertisements carried on services run or regulated by TfL (including campaigns on behalf of TfL) should not conflict with the required standards outlined below, which supplement the requirements of the Advertising Codes.

2. Required standards for approval of advertisements

2.1 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.

2.2 Individual TfL services may specify and apply further requirements in relation to advertising on those services.

2.3 An advertisement will not be approved for, or permitted to remain on, TfL's services if, in TfL's reasonable opinion, the advertisement does not comply with the law, does not comply with the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (or any relevant CAP code), is not socially appropriate, or is inconsistent with TfL's obligations under section 149 of the Equality Act 2010 (the Public Sector Equality Duty). More particularly, an advertisement will be unacceptable if:

(a) it is likely to cause widespread or serious offence to reasonable members of the public on account of the product or service being advertised, the content or design of the advertisement, or by way of implication. Advertisements which are consistent with TfL's Public Sector Equality Duty, such as those which promote tolerance, or discourage prejudice, will not however normally be disapproved on the ground that they might cause offence;

(b) it depicts adults or children in a sexual manner or displays nude or semi-nude figures in an overtly sexual context. (While the use of underdressed people in, for example, underwear advertising, may be appropriate, gratuitous use of images of an overtly sexual nature will be unacceptable.);

(c) it could reasonably be seen as distasteful, indecent or obscene, in its use of imagery, language or otherwise;

(d) could reasonably be seen as likely to cause pressure to conform to an unrealistic or unhealthy body shape, or as likely to create body confidence issues particularly among young people;

(e) it relates to lap-dancing, 'gentlemen's clubs', escort agencies, massage parlours, or unproven health and weight loss products;

(f) it depicts direct or immediate violence to anyone shown in the advertisement; or could reasonably be seen as condoning, inciting or provoking crime, illegality, violence, or anti-social behaviour;

(g) it relates to films which have not been granted permission for public exhibition or which do not show the British Board of Film Classification certificate;

(h) it contains images or messages which relate to matters of public controversy or sensitivity. Advertisements which are calculated to promote tolerance, discourage prejudice, or are consistent with TfL's Public Sector Equality Duty, advertisements which are calculated to promote

the right to life, liberty and security of the person, and advertisements which reasonably promote causes which are not party political, will however not normally be disapproved on this ground;

(i) it refers to or portrays (or gives the impression of portraying) a living person. TfL requires an indemnity against any action by that person, or on that person's behalf, before such references or portrayals will be accepted. This does not apply to a person who is a professional performer, model or similar, unless there is reason to doubt their consent;

(j) it contains negative references to TfL's services, or those services provided or regulated by other members of the GLA Group, or might bring TfL or other

members of the GLA Group into disrepute;

(k) it is likely to be defaced, for example due to the subject matter or the inclusion of a high proportion of blank space;

(l) it uses handwriting or illustrations that suggest the advertisement has been damaged, defaced, fly posted or subject to graffiti after it has been posted;

(m) it may adversely affect in any way the interests of the site owner, TfL or any member of the GLA Group;

(n) it promotes a party political cause or electioneering. Advertisements must conform to TfL's policy on use of resources, with particular care exercised in pre-election periods;

(o) it is digital, and may pose a health and safety risk as a result of flickering or other visual imagery;

(p) it promotes (directly or indirectly) food or non-alcoholic drink which is high in fat, salt and/or sugar ('HFSS' products), according to the Nutrient Profiling Model managed by Public Health England. It is for the advertiser to demonstrate (in case of any doubt) that any product is not HFSS, and/or that an advertisement is not promoting HFSS products, and/or that there are exceptional grounds. A set of guidelines is available which provides more details of how this aspect of the policy is implemented."

(q) it is unacceptable for some other substantial reason (which TfL will identify and explain as reasonably required).

TfL Ad Policy: Approval Guidance Food and Non-Alcoholic Drink Advertising

1. General Principles

- 1.1 The UK Nutrient Profiling Model (NPM) is widely used and has been subject to rigorous scientific scrutiny, extensive consultation, and review. Furthermore, the scoring system it uses balances the contribution made by beneficial nutrients that are particularly important in children's¹ diets with components in the food that children should eat less of. It has therefore been concluded that the NPM model is the best way of identifying food that contributes to child obesity. Such food and non-alcoholic drink is not only purchased directly by children but is bought for them by others.
- 1.2 Guidance on how to identify whether a product is considered HFSS under the NPM is available [here](#).
- 1.3 The outcome of any reviews or revisions of the NPM will be taken into consideration.

2. Practical exceptions

- 2.1 The NPM allocates points on the basis of the nutrient content of 100g of a food or non-

alcoholic drink and does not differentiate between products on the basis of typical portion size or manner of consumption. Tfl recognises that adoption of the NPM could lead to unintended consequences, in that some products that are not believed to make a contribution to child obesity could become restricted. Advertisements for food and non-alcoholic drink that is considered HFSS under the NPM may be considered for an exception by Tfl if the advertiser or their agent can demonstrate, with appropriate evidence, to Tfl's satisfaction, that the product does not contribute to HFSS diets in children.

2.2 Where an exception is granted by Tfl:

- Copy should not suggest that the product/s are 'healthy', given their overall HFSS rating;
- Copy should be presented in a way that is targeted at adults and adult settings; and
- Copy must comply with Tfl's overall advertising policy and copy guidance.

2.3 This process is detailed further at Appendix A, which demonstrates the area that Tfl may take into consideration when assessing requests for exceptions.

2.4 A review of this approach will commence in spring 2020.

3. Advertisements featuring only non-HFSS products

3.1 These would normally be approved but would still need to comply with other sections of [Tfl's Advertising Policy](#).

¹ Children/.child means a person/s below the age of 18. This is in line with the Convention on the Rights of the Child's definition: https://www.unicef.org/crc/files/Guiding_Principles.pdf.

4. Advertisements featuring only HFSS products

- 4.1 Where a proposed advertisement features only food and/or non- alcoholic drink which is rated HFSS, such copy would be rejected, unless a practical exception has been agreed by TfL as per paragraph 2.1 of this document.
- 4.2 It is therefore recommended that, before committing to advertising production, advertisers should discuss their eligibility with TfL's agents.

5. Advertisements where there is a range of food/non-alcoholic drink featured, some of which is HFSS

- 5.1 The advertising of HFSS products is unacceptable under the policy, so a range or meal could not feature them e.g. fish, chips and peas could only be advertised if all products were non-HFSS, unless a practical exception has been agreed by TfL as per paragraph 2.1 of this document. This would also apply to any meal settings being shown, including those for restaurants, aggregator platforms and delivery services.
- 5.2 It is the responsibility of advertisers and their agents to verify the status of the products featured using the NPM.
- 5.3 Where an HFSS product is featured incidentally (e.g. it is only partially visible or is indistinguishable, from other non-HFSS products) TfL or its agents may agree to its inclusion in copy if it is satisfied that the image does not promote the HFSS product.

6. Advertisements where no food or non-alcoholic drink is featured directly but the advertisement is from or features a food and/or non-alcoholic drink brand

- 6.1 This may include:
- advertisements where the brand's logo is included but no products, e.g. a brand values campaign.
 - directional signage to a store, app or website;
 - promotional advertising which is price led but features no products e.g. '50% off everything' or similar;
 - advertising about a business or its performance; and

- Sponsorship of an event or attraction by a food or non-alcoholic drink brand.
- 6.2 Food and non-alcoholic drink brands (including food and drink service companies or ordering services) will only be able to place such advertisements if the advertisement promotes healthier options (i.e. non-HFSS products) as the basis of the copy.
- 6.3 Where a logo from a food or non-alcoholic drink brand is featured incidentally TfL or its agents may agree to its inclusion in copy if it is satisfied that the image does not promote HFSS food and/or non-alcoholic drink.

- 6.4 Where advertisers are uncertain about the classification of proposed copy under these guidelines, they should discuss this with TfL's sales agents.

7. Advertisements where food and non-alcoholic drink is shown 'incidentally' i.e. it is not the subject of the advertisement but is included (or implied) by visual or copy:

- 7.1 HFSS products should not be promoted by being featured in advertisements for other products. It is the responsibility of advertisers and their agents to verify the HFSS status of the products featured using the NPM.
- 7.2 Where a food or non-alcoholic drink item is featured incidentally and does not relate to a specific identifiable product which can be assessed for its HFSS status, advertising copy may be rejected by TfL or its agents on the basis that the advertisement promotes the consumption of HFSS foods.

8. Advertisements where food and non-alcoholic drink is referenced in text, through graphical representations or other visual representation.

- 8.1 HFSS products should not be promoted through references in text, graphical images or other visual representations of food and non-alcoholic drink. Where a food or non-alcoholic drink item is featured in this way and does not relate to a specific identifiable product which can be assessed for its HFSS status, advertising copy may be rejected by TfL or its agents on the basis that the advertisement promotes the consumption of HFSS foods.

9. Indirect promotion of HFSS food and/or drink

- 9.1 Where a product is non-HFSS but falls within a category covered by PHE's recommendations for sugar or calorie reduction, the product should always carry a prominent product descriptor to help differentiate it from non-compliant products (e.g. where an advertisement features a non-HFSS pizza or burger, the image should be accompanied by prominent text that names the specific product and retailer).
- 9.2 Children should not usually be shown in advertisements for products which are compliant in a category which is covered by PHE's recommendations

for sugar or calorie reduction.

10. Portion sizes

- 10.1 The NPM model is based on nutrients per 100g of a product, rather than recommended portion size. Advertisers should always ensure that they promote products in portion sizes which encourage healthy eating. For products that are non-HFSS but fall within a category covered by PHE's recommendations for sugar or calorie reduction, the product should be displayed as a single portion, unless agreed otherwise by TfL or their agents.

- 10.2 If advertisers and agencies are unsure about how to interpret this, or any other aspect of these guidelines, we would encourage them to get in touch with TfL so that we can work together on a solution and avoid submitted copy requiring changes or being rejected.

END

F0780 A18 Contract Menu

This Contract Menu must be used in conjunction with Category 1 Standard [S1552](#) "Contract QUENSH Conditions"

Contract Menu

Contract No: TfL98502

Contract Name Contract Services between TTL & Atlas Media

Client: Transport Trading Limited (TTL)

Supplier: Atlas Media

Principal Contractor: Yes No

Guidance

The menu is a tool which is used by the Client to identify conditions that apply to specific contracts and communicate these conditions to the Supplier.

How to complete the menu

- 1) The Client evaluates the scope of work and enters 'Y' or 'N' in the 'Identified by the Client' column of the menu against each condition selected as applicable or not applicable to the Contract. In the 'Other documents / comments' column the Client can make references to other documents which are supplementary information which is available although not contained within the QUENSH manual but should be considered by the Supplier when they review the conditions. Copies of any additional documents identified in the menu shall be made available to the Supplier. All documents referenced in the Menu shall be current issue, unless otherwise advised. This column can also be used to communicate information (comments) to the Supplier which may be of use to the Supplier when reviewing the conditions.
- 2) The Client fills in 'Client menu (Invitation to Tender)' section on the last page of the menu and issues the menu as part of the ITT.
 - a) The Supplier receives the ITT, evaluates the scope of work and, as a requirement of the tendering process, inserts 'Y' or 'N' in the 'Identified by the Supplier' column of the menu against each condition selected as being applicable. These selections may be different from those identified by the Client. Where the Supplier's selection differs from the Client's selection, a clear explanation of the reason for these differences shall be given by the Supplier. A reference to these explanations shall be put in the 'Reference to explanation' column on the menu.
 - b) The Supplier representative signs and dates the 'Supplier menu (Tender)' on the last page of the menu and submits it with the tender, for consideration by the Client.
 - c) Differences in the Client and Supplier menu selections will be discussed and resolved with the Client at subsequent tender review meetings. The agreed final version of the menu selections shall form a mandatory part of the Contract and shall be complied with by all Suppliers and their sub-contractors.
 - d) The menu shall be subject to project version and document control.

Queries on the menu

Any queries in relation to the Contract QUENSH Conditions selected on the menu are to be referred to the Client representative, see contact details/address on last page of the menu.

Contract menu
Requirements in QUENSH

Applicable requirements identified by Client		Applicable requirements identified by Supplier	
Section	Topic	Y / N	Y / N
		Other documents / Comments	Reference to explanation - see Section 2a in attached Guidance Notes
4	Agreement of the applicable QUENSH contract conditions		
5	Supplier's selection of sub-contractors	N	
6	Identification of Safety Critical Activities	Y	
7	Works Environmental Management	N	
8	Emergency Plan	Y	
9	Method Statements	Y	
10	Health, Safety and Environment File	N	
11	Pre-start LU health, safety and environment meeting	Y	
12	Supplier's site induction	Y	
13	Site Person in Charge	N	
14	Staff requirements		
14.1	Behaviours		
14.1.1	Alcohol and drugs	Y	
14.2	Control of hours worked		
14.2.1	Working Time Regulations	Y	
14.2.2	Fatigue	N	
14.3	Knowledge		
14.3.1	English language	Y	
14.3.2	Access Card and Worksite Briefing	Y	
14.3.3	Visitors to sites	N	
14.4	General competence		
14.4.1	Evidencing competence of safety critical staff	N	
14.4.2	Identification of safety critical staff	Y	
14.4.3	Competent external safety critical personnel	N	



Applicable requirements identified by Client		Applicable requirements identified by Supplier			
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
14.4.4	Training		Y		
14.4.5	Asset specific competence		N		
14.5	Medical requirements		N		
14.6	Identification of Suppliers staff		Y		
14.7	Clothing		Y		
15	Permits and licences				
15.1	LU specific permits and licences		N		
15.2	Permits, licences and certificates for Supplier's staff		Y		
16	The Principles of Access				
16.1	Introduction		Y		
16.2	Access to Stations		Y		
16.3	Access to Track		N		
16.4	Access to depots		N		
17	Applying for Planned Access				
17.1	Introduction		Y		
18	Applying for General Access		Y		
18.1	Constraints that apply to Generic Access		N		
19	Access for fault repair		Y		
20	Operational Assurance		N		
21	Closures and possessions				
21.1	Requirements for closures		N		
21.2	Requirements for possessions		N		
22	Controls at point of access				
22.1	Publication of works		N		
22.2	Checks at point of access		N		
22.3	Signing-on with the Station Supervisor		Y		
22.4	Track specific requirements				
22.4.1	Person providing protection		N		

Applicable requirements identified by Client		Applicable requirements identified by Supplier			
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
22.4.2	Possessions		N		
23	Removal of supplier's personnel from LU Premises		N		
24	Incidents		N		
25	Notification of regulatory concern or action		N		
26	Confidential Incident Reporting and Analysis System (CIRAS)		N		
27	Monitoring				
27.1	LU inspections		N		
27.2	Monitoring the supply chain		N		
27.3	Health, safety and environmental surveillance by the supplier's personnel		N		
27.4	Work location inspection and audit		N		
27.5	Timescales for rectifying non-compliances		N		
28	Radio transmitters and transceivers		N		
29	Mobile phones		N		
30	Knives		N		
31	Site health, safety and environment committee		N		
32	Site housekeeping and security		N		
33	Accidental damage, obstruction or interference with assets		N		
34	Delivery of materials		N		
35	Conveyance of loads				
35.1	Conveyance of loads on lifts and escalators		N		
35.2	Conveyance of hazardous materials and substances		N		
36	Asbestos (non asbestos removal projects)		N		
37	Working in or near lifts and escalators		N		
38	Work on or adjacent to utilities and High Voltage cables (buried services)		N		
39	Working on or about the track		N		
40	Access to electrical sub-stations, working equipment, relay and		N		

Applicable requirements identified by Client		Applicable requirements identified by Supplier			
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
	other secure rooms				
41	Entering areas with gaseous fire suppression systems		N		
42	Fire prevention				
42.1	General requirements		Y		
42.2	Temporary fire points		N		
42.3	Timber		N		
42.4	Composites		N		
42.5	Sheeting materials		N		
42.6	Gas cylinders				
42.6.1	Use of gas cylinders in below ground locations		N		
42.6.2	Storage of gas cylinders (above ground)		N		
42.7	Flammable and highly flammable materials				
42.7.1	Use of flammable and highly flammable materials below ground		N		
42.7.2	Storage of flammable and highly flammable materials below ground		N		
43	Hot work and fire hazards				
43.1	Hot work		N		
43.2	Reasonable notice of works		N		
43.3	Precautions				
43.3.1	Buildings and assets		N		
43.3.2	Gas cylinders		N		
43.3.3	Gas detection		N		
44	Storage				
44.1	General requirements for storage		N		
44.2	Trackside storage		N		
44.3	Hazardous materials and substances		N		
44.4	Allocation of space on operational property		N		
45	Plant and equipment		N		



Applicable requirements identified by Client		Applicable requirements identified by Supplier			
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
46	Clearance approvals		N		
47	Access equipment		N		
48	Temporary works		N		
49	Temporary fences and hoardings		N		
50	Temporary lighting and power supplies				
50.1	General requirements		N		
50.2	Lighting in tunnels and shafts		N		
51	Screening of lights and positioning		N		
52	Environmental requirements				
52.1	General environmental requirements		N		
52.2	Environmental nuisance		N		
52.3	Water		N		
52.4	Waste management		N		
52.5	Noise and vibration		N		
52.6	Archaeology, historical interest and listed buildings		N		
52.7	Wildlife and Habitats		N		
52.8	Resource Use		N		
52.9	Pest control		N		
52.10	Land and water pollution prevention		N		
53	Quality requirements				
53.1	Records		Y		
53.2	Retention period		N		
53.3	Availability of records for inspection		N		
53.4	Statistical process control, audit and inspection procedures		N		
53.5	General quality requirements		N		
53.6	Quality Plan		N		
53.7	Testing and inspection		N		
53.8	Certification of conformity		N		



Applicable requirements identified by Client		Applicable requirements identified by Supplier			
Section	Topic	Other documents / Comments	Y / N	Y / N	Reference to explanation - see Section 2a in attached Guidance Notes
53.9	Quarantine		N		
53.10	Traceability		N		
53.11	Maintenance and servicing		N		
53.12	Design		N		
53.13	Computer aided design		N		
53.14	Asset commissioning and handover		N		



Other requirements / comments

--



Client/Supplier approval

Client Menu (Invitation to Tender)

Prepared by: Lynsey Rowles Signature: [REDACTED]

Approved by
(the Client's
representative): Lynsey Rowles Signature: [REDACTED]

Title: Contact Manager

Address: 5 Endveavour Square, Stratford London E20 1JN

Phone No: [REDACTED]

Email: [REDACTED]@tube.tfl.gov.uk

Revision of this menu: 1

Supplier Menu (Tender)

Approved by
(the Supplier's): [REDACTED] Signature: [REDACTED]

Title: DIRECTOR

Address: MEDIA HOUSE, WORKINGFORD ROAD, FORDHAM
COB3NS

Phone No: [REDACTED]

Email: [REDACTED]@acfas-uk.co.uk

Revision of this menu: 1

Contract Menu (Final Approval of Menu)

Evidence shall be recorded of any amendments to the Client's menu which were agreed in establishing the Contract Menu.

Client's
representative
approval: Lynsey Rowles Signature: [REDACTED]

Supplier's
representative
acceptance: _____ Signature: _____

Gemma Jacob

From: Lynsey Rowles
Sent: 12 March 2021 15:12
To: [REDACTED]
Subject: RE: Local advertising boards

Hi [REDACTED]

Are you available anytime on the 22nd between 12 – 16:00 for a catch up?

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Phone: [REDACTED] (auto [REDACTED])

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 12 March 2021 09:36
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: RE: Local advertising boards

Hi Lynsey,

Just a follow up to arrange a catch up call.

Kind regards

[REDACTED]
Managing Director

Codair Design & Publicity Ltd • Atlas (UK) Ltd • Ad-Point • Atlas Signs

Direct line: [REDACTED] • **Mobile:** [REDACTED]

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Sent: 16 February 2021 13:27
To: [REDACTED] <[REDACTED]@codair.co.uk>
Subject: RE: Local advertising boards

Hi [REDACTED]

I am keeping well thank you, hope you are too?

Can I get back to you in a couple of weeks to arrange a catch up, I am just about to go on leave and have a few things that need sorting first

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Phone: [redacted] (auto [redacted])

Mobile: [redacted]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [redacted] [tube.tfl.gov.uk](mailto:[redacted]@tube.tfl.gov.uk)



From: [redacted] <tknight@codair.co.uk>
Sent: 12 February 2021 14:07
To: Rowles Lynsey <[\[redacted\]@tube.tfl.gov.uk](mailto:[redacted]@tube.tfl.gov.uk)>
Subject: Local advertising boards

Hi Lynsey,

I hope you are keeping well.

We met and corresponded a few years back now about the local advertising boards at your stations, I can't remember why but we lost contact. I would be keen to chat again about the revenue we could generate for you by paying to locate boards at your stations. You currently have a few rogue companies putting boards up, taking advertising revenue and paying TFL nothing.

Can we arrange a call?

Kind regards

[redacted]
Managing Director

Codair Design & Publicity Ltd • Atlas (UK) Ltd • Ad-Point • Atlas Signs
Direct line: [redacted] • **Mobile:** [redacted]

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Gemma Jacob

From: Chris Reader
Sent: 28 April 2021 15:41
To: John Pizzamiglio; Lynsey Rowles
Cc: Rebecca Canham
Subject: RE: Proposal for External Advertising - Atlas Media

Hi all,
Ran this passed Chris M, who was supportive.
Lyns, do you want to progress with pulling the scope and T&Cs together? Also, worth getting Phil Roddy involved so that we can draft the contract etc.
Thanks,
Chris.

From: Pizzamiglio John <[REDACTED]@tfl.gov.uk>
Sent: 16 April 2021 10:50
To: Reader Chris (TFL) <[REDACTED]@tfl.gov.uk>
Cc: Canham Rebecca <[REDACTED]@tfl.gov.uk>; Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: RE: Proposal for External Advertising - Atlas Media

Hi Chris.

Sorry , I meant to mention this before. I think it's a good idea to go ahead as it is beneficial to the station environment, is low cost in terms of resource and due to the low value, we don't need to have a lengthy tender process.

Thanks Lynsey for your synopsis and work on this.

JP

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Sent: 16 April 2021 10:25
To: Reader Chris (TFL) <[REDACTED]@tfl.gov.uk>
Cc: Canham Rebecca <[REDACTED]@tfl.gov.uk>; Pizzamiglio John <[REDACTED]@tfl.gov.uk>
Subject: Proposal for External Advertising - Atlas Media

Hi Chris

Myself and JP met with [REDACTED] from Atlas Media a couple of weeks ago to go over his proposal for External advertising.

Attached is a sample of the advert (this is just an example and he is aware of the HFSS policy) he is looking to install at a number of outer stations on the Northern and Central line – exact number to be agreed.

The posters are sold on a yearly basis so the revenue generated is low – our portion would be [REDACTED] plus VAT per panel.

The main benefit of entering an agreement with UK Media is they will take on sole responsibility of the monitoring and removal of unauthorised advertising on the external parts of the station. There is a big problem of illegal advertising being installed at outer stations that we struggle to control.

Atlas have said they will take on the cost of removing the boards and deal with any company that challenge the removal of their asset including compensation if required.

They are also willing to accept that any agreement with us will be voided if another company does come forward with proof of approval to use these spaces that we are not aware of that pre-dates their agreement. He has also said they would be happy to go for a 12 month contract to ensure all parties are happy with the agreement in place

[REDACTED] is chasing for another meeting so I need to know if I should continue discussions with him or if I should just advised that this isn't something we would looked to explore at this time.

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Phone: [REDACTED] (auto [REDACTED])

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)



Gemma Jacob

From: Lynsey Rowles
Sent: 16 March 2022 09:42
To: [REDACTED]
Subject: RE: QUENSH Menu
Attachments: Builing control application.xlsx; PR0008 Building Control.pdf; S1063.doc

Morning [REDACTED]

Thanks for the QUENSH – I have sent this over to Phil in Commercial for his action

As advised last week below are the stations that we have Space approval for, for these ones you will need to supply a Building control application and S1063 for as the next step – I have reattached the forms for your ease

LCS Code	Station	Area	Space approval
N081	Barkingside	Hainault & Wanstead	SA40801
C055	Chigwell	Hainault & Wanstead	SA40802
C023	Debden	Leytonstone & Loughton	SA40813
N073	East Finchley	High Barnet	SA40828
C017	Epping	Leytonstone & Loughton	SA40814
C063	Fairlop	Hainault & Wanstead	SA40803
N071	Finchley Central	High Barnet	SA40829
C057	Grange Hill	Hainault & Wanstead	SA40804
C059	Hainault	Hainault & Wanstead	SA40805
N061	High Barnet	High Barnet	SA40830
N075	Highgate	Archway & Kentish Town	SA40810
C081	Leytonstone	Leytonstone & Loughton	SA40815
C031	Loughton	Leytonstone & Loughton	SA40816
N053	Mill Hill East	High Barnet	SA40831
C067	Newbury Park	Hainault & Wanstead	SA40806
C073	Redbridge	Hainault & Wanstead	SA40807
C053	Roding Valley	Hainault & Wanstead	SA40808
C039	Snaresbrook	Leytonstone & Loughton	SA40817
C037	South Woodford	Leytonstone & Loughton	SA40818
N063	Totteridge & Whetstone	High Barnet	SA40832
C075	Wanstead	Hainault & Wanstead	SA40809
N067	West Finchley	High Barnet	SA40833
C035	Woodford	Leytonstone & Loughton	SA40819
N065	Woodside Park	High Barnet	SA40834

As discussed last week the location you have selected at Buckhurst Hill cannot be used as there is planned construction works at the station to install a 4G mast at the station which will result in the wall you have chosen to install on being knocked through. The works are planned for the end of the year, I would recommend you wait until the works are complete to resurvey and look for an alternative space to ensure that the new location will not be impacted at all by the works.

As previously advised your applications for Archway, Theydon Bios and Upminster Bridge have been rejected as these locations, are either not available or part of a separate contract – so new locations will need to be identified if you wish to install at these stations

The below 9 stations, have approvals pending, as I am still waiting for Landlord approval to enable me to apply for the space.

Becontree
Dagenham East
Dagenham Heathway
East Ham
Elm Park
Hornchurch
Plaiستow
Upney
Upton Park

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)



From: [REDACTED] <[REDACTED]@atlas-uk.co.uk>
Sent: 09 March 2022 11:48
To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>
Subject: RE: QUENSH Menu

Hi Lynsey,

Thanks for sorting the call.

See attached with amends as discussed.

Kind regards

[REDACTED]
Managing Director

Atlas (UK) Ltd • Atlas Signs

Direct line: [REDACTED] • **Mobile:** [REDACTED]

From: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>

Sent: 25 February 2022 12:06

To: [REDACTED] <[REDACTED]@atlas-uk.co.uk>

Subject: QUENSH Menu

Hi [REDACTED]

Hope you have had a good holiday

Our Health and Safety team have reviewed the QUENSH menu and have made some amendments.

Please can you review and either confirm you accept these or not and if not please provide a reason.

I can set up a meeting with our H&S team if you could like to discuss directly with them

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED]@tube.tfl.gov.uk



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**Building Control Form A1
Application for Consent of Proposed Works**

For Capital Projects email completed form and supporting information to:	 @tfl.gov.uk
For SSL Minor Works email completed form and supporting information to:	 @tube.tfl.gov.uk
For BCV Minor Works email completed form and supporting information to:	 @tube.tfl.gov.uk

Applicant to complete all blue boxes and relevant green boxes for CPD, pink boxes for APD Minor Works.
Form will not be accepted without supporting information i.e. livelink's and/or electronic information.

Applicant Details: Name, company, address, email and telephone numbers:

Date of application :

Project title:

Station, Depot or line side area name:	LCS Code:

Brief description of works and links to supporting information:

Building Control Reference Number:

Capital Projects		APD / Minor Works	
Project No.		TPS No.	
SAP No.		Work Order or Minor Works No.	

Applicants Declaration:
 The applicant confirms they have read, understood and will comply with Building Control Work Instruction W0008 A2.

For Building Control use only

Date received:	
BC Engineer assigned:	

Procedure

PR0008 A2

Building Control

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1 Purpose

- 1.1 The purpose of this document is to describe the procedure for obtaining the required certification from the London Underground (LU) Building Control process for all building and altered work within the operational parts of the railway on premises assets. This shall include all related installations on the company's infrastructure and premises that affect the building fabric and structure maintaining safety, integrity and durability to all buildings to meet the requirements set out in 'TfL Pathway' and LU Assurance standard [S1538](#).

2 Scope

- 2.1 This procedure applies to all building construction works that affect or alter buildings within the LU Operational Railway and the product(s) of those works. These are subject to the legislative requirements that apply to any premises in the UK with some exemptions. The scope of this legislation, as it applies to any works on LU premises, is stated in [G-136](#) 'Control of Works in LU Premises'.
- 2.2 This procedure applies to work undertaken by LU and all partners and suppliers.
- 2.3 At present LU is largely exempt from having to apply to local authorities for planning permission unless works fall outside of the LU demise. LU has certain permitted development rights determined by the Town and Country Planning (General Permitted Development) Order 1995. However, these permitted development rights are limited and the TfL Consents Team shall therefore be consulted before any work is undertaken inside or outside of the LU demise in order to confirm whether or not any planning consents are required. Reference should be made to the Pathway Consents handbook [H063](#) and category standard [S1022](#) 'Land and Property'.
- 2.4 All building work on and to TfL London Underground assets is subject to the Building Act, from which are derived the Building Regulations. These seek to ensure the safety of people in and around the built environment. Because of its status as a Statutory Undertaker, all TfL LU owned, operational buildings are exempt from the administrative parts of the above act. In TfL LU the Building Regulations are applied by way of their category 1 standards and are thus mandated on all works (with minor exemptions as defined in 7.5).

This procedure relies heavily on the LU project and maintenance assurance processes (ref category 1 standard S1538 Assurance) and the interaction between all engineering disciplines involved in the work. Importantly this Building Control process is only followed for works within the operational parts of the railway.

If a project includes, or includes provision for, an Over Site Development (OSD), then the OSD and works giving support to an OSD, must have Building Control Approval provided by an empowered Building Control Body (either Local Authority or an Approved Inspector).

Other modes of TfL are not included in the above statements.

Note: Specific exemptions to this procedure are stated in section 7.5.

3 Procedure

3.1 General

The Building Control process is intended to:

- a) Provide certification of all works that affect the company's premises assets to all buildings related to the Operational Railway in order to achieve a safe, secure, durable, and visually acceptable built environment in accordance with relevant LU standards
- b) Demonstrate compliance with LU guidance [G-136](#) 'Control of works on LU premises' and the legislation noted in that document
- c) Ensure compliance with section 5 of the Building Control performance standards publication (Department for Communities and Local Government) (January 2017) where they are not specific to the Building Act 1984 and the LU Assurance standard S1538
- d) Ensure that Building Control process reviews are carried out at predetermined points during the project life cycle and to ensure that all building works and installations carried out on the company's premises demonstrably conform to current applicable LU standards and/or that any concessions to standards are recorded and agreed
- e) Ensure there is a regular and review of the materials and workmanship being incorporated into the works.

3.1.1 To provide consistency of application across all projects and works carried out on the company's premises assets within the rail infrastructure along with a documented audit trail of certification.

3.2 Process method

3.2.1 The Building Control process applies to Major Works (generally as executed by the Capital Programmes Directorate (CPD) using Pathway (Project Management Framework) but also any programme involving large building works. The Building Control process also applies to Minor Works generated, typically within LU Operations Maintenance but also any programme involving minor building works. The Building Control for each activity (Major Works or Minor Works) is administered separately within each department.

3.2.2 For Major Works– the applicant (in the Pathway product matrix, the responsibility for this application is with the project engineer/manager – who should also ensure sufficient financial provision for the Building control process and a SAP number) is responsible for submitting the Building Control application forms and supporting information. A premises engineer should be assigned first if known before any application or via consultation with the Principal Premises Engineer.

3.2.3 for minor work (projects under LU Operations Maintenance) – the applicant will generally be one of LU suppliers, who are responsible for submitting the Building Control application forms and supporting information. Other Minor Works include minor refurbishment, general building repairs, replacement of worn components such as windows, doors, flooring, and ceilings, and also third party works such as

advertising displays, works related to the installation of oyster card vending machines, metro racks, and works within LU tenancies and platform for art.

- 3.2.4 Building Control forms and supporting information – for all CPD and Major Works projects, forms and supporting information must be in electronic format, and entered via the following link:

<http://onelink.tfl.gov.uk/sites/cpd/ssr/bc/SitePages/Home.aspx>

CPD/Major Works - click on 'Raise New Application' and select CPD for Major Works. All sections of the form should be filled out in full with links to supporting information.

Minor Works – projects should consult the LU Operations Maintenance Building Control assurance engineer.

- 3.2.5 Where a phased or repetitive quantity of work is proposed at single or multiple sites, a single application is recommended.

4 The Building Control procedure

- 4.1 The assigned premises engineer is the Building Control inspector and will brief the project engineer / manager on Building Control at an early stage of the project development to enable inclusion of pertinent advice that will later assist in demonstrating progressive compliance with regulations, standards and legislation. The premises engineer will advise if a Building Control application is required or if works are exempt. Refer to section 7.5.2.
- 4.2 Forms – the process allows a sequence of two signed forms to be generated – ‘Design Approval Certificate’ whereby Building Control consent is granted for proposed works to commence. Upon completion of works a ‘Building Control completion certificate’ is issued whereby works have been approved and completed. Should the applicant change, the project must inform the assigned premises engineer.
- 4.3 Application for consent of proposed works – the applicant submits the application on-line, along with relevant supporting information which should include as a minimum: links to all drawings, specifications and materials, applicable concession references with reference to standards, means of identifying the location of works, any third party approvals, sign off sheets from relevant LU disciplines mainly premises (including Design Governance Board (DGB) approval), civils, fire and track where applicable to the project for detail design and construction. Supporting information should include a survey and management plan of any hazardous materials.
- 4.4 Building Control consent – is issued to the applicant when all of the supporting information issued with the Building Control application is acceptable and third party approvals (where required) are all in place, enabling Building Control consent to be granted online. Work should ideally not commence on site unless the applicant is in receipt of the e-mail generated online form granting consent. The e-mail can be saved or printed and is evidence of Building Control consent suitable for inclusion in Mandatory Asset Information Deliverables (MAID) documentation.

- 4.5 Building control information request – is only used when insufficient supporting information has been submitted on the Building Control application. The premises engineer will request any additional information on the form and issue to the applicant. The applicant must respond to all items before sending the form back online. If the responses are satisfactory, the premises engineer will then issue the on-line consent form, enabling work to commence on site. Alternatively, to keep the project on programme, the premises engineer may allow one or more items to be answered after issuing the on-line consent. These items will be recorded.
- 4.6 Building Control completion and verification of works – on completion of works the applicant must declare completion on-line. This declaration must be submitted within a reasonable time (normally within four weeks from handover of works) to ensure that the work can be inspected by the premises engineer as soon as possible. On receipt of this form of verified work, the premises engineer will inspect the works and will endorse this on-line when all work has been completed and approved. In some instances (especially Minor Works applications) a sample of the completed works will be inspected.
- 4.7 Changes to the project – If a change to the project occurs, the applicant must discuss with the premises engineer and if requested resubmit the application on-line, with requisite changes. Subsequent changes to the project may require the change process to be repeated; however the applicant must always check with the premises engineer before submitting a project change application. Subject to the type of project and complexity, it is sometimes acceptable to record the change acceptance by email for project programme to continue, which must then be saved in the Building Control file by the project.
- 4.8 Inspection of works –the premises engineer will be the Building Control inspector and will attend site via arrangement with the project. During the progress of a project, the premises engineer may identify critical points in the delivery of the project for examination to ensure their adherence with scope, specification, regulations, legislation or standards, in accordance with the requirements laid down in section 5 of the Building Control performance standards publication (Department for Communities and Local Government) January 2017, where they are not specific to the Building Act 1984; and the LU Assurance standard S1538.
- 4.9 An examination of the materials and workmanship exhibited on the site will be a key product of these inspections.
- 4.10 All issues raised will be recorded on site inspection reports, with any safety or non-compliance issues being marked as **red** and notified to the project engineer / manager and the Principal Premises Engineer as soon as possible.
- 4.11 Site inspection records shall identify: the date and time of the visit (and if relevant, the weather), the name of the premises engineer and any persons accompanying the inspection, any issues and observations together with relevant photographs. See typical site inspection format example in 12.1 which can be adapted to suit. [G1760](#) 'Guidance for premises inspections' should also be referred to.
- 4.12 Where the inspection observes defects / issues outside of the premises discipline area these shall be noted on the inspection report and offered to the relevant

discipline engineer for their possible action. The report shall state how and to whom the issue was passed.

- 4.13 Inspection reports can be integrated into premises site visits as progress reports and develop towards the identification and management of defects and snagging: Notification of Works Ready for Inspection (NOWRI) process.

5 Responsibilities

5.1 The applicant – the project engineer/ manager shall be responsible for:

- Making the initial Building Control application in accordance with this procedure after consultation with the premises engineer if known or appointing the engineer via the Principal Premises engineer
- Facilitating the activities of Building Control
- Enabling premises engineer to perform their required duties by providing them access to sites and funding via SAP
- Providing scope of works, drawings and specifications as the project progresses
- Producing design access statements to comply with BS8300 and approved document part M of the building regulations
- Obtaining all relevant planning and Listed Building consents
- Obtaining space allocation, LU standard [S1088](#) 'Managing Changes to Stations Fire Precautions', fire strategy, discipline sign offs, station planning approvals, hazardous materials inspection report and management plan, LU compliance documentation prior to reviews, where applicable
- Co-ordinating and submitting concession requests to LU
- Providing the premises engineer with a programme of works
- Making an application confirming that designs are in accordance with legislation, standards and procedures as described in this procedure
- The project must notify of the start and completion date on site and provide a copy of the latest project programme
- Declaration of completion on site ready for inspection, approval and completion
- Confirming that the works are constructed in accordance with the approved designs, and that any changes subsequently made are managed and submitted for approval
- Confirming that required concessions against standards have been raised, and approved in accordance with TfL Pathway and project procedures
- Confirming that all fire safety provisions and fire safety of the materials or products selected, including all other necessary internal and external stakeholder acceptances or approvals have been identified and obtained before issue of the declaration of completion

- Producing notification of verification of completed work on site, including completion of snagging and outstanding works from all disciplines
- Ensuring that all evidence is made available in a suitable and agreed format for review by the premises engineer.

Some of the above items will also be required for Minor Works. The applicant must check with the Minor Works Building Control to establish the level of information required.

5.2 The accredited LU premises engineer shall be responsible for:

- Advising on and guiding applicants through the Building Control process. They will also guide applicants to the various discipline specialists throughout the company to assist in compliance where appropriate
- Reviewing evidence received (drawings, specifications, reports, certificates etc. to ensure compliance and necessary assurances has been achieved)
- Should the application not be acceptable, the premises engineer will send a request for further information on the same application online, with their observations and requirements for achieving compliance
- Reviewing evidence received for any changes to the approval, as applicable to ensure compliance has been achieved
- Reviewing all documents, drawings and assurances submitted in support of the Building Control application
- Consulting with all relevant stakeholders throughout appraisal process
- Ensuring that concessions are carried forward to design and implemented once granted by LU
- Normally respond to applications within 10 working days of the agreed programme date or acknowledge receipt within 3 working days and give notice of agreed alternative dates for response
- Undertaking regular / periodic site inspections based on a risk profile of the works being undertaken and providing when necessary the applicant and Principal Premises engineer with a site inspection report
- Assuring that sufficient testing and inspections are carried out to evidence that the works have been constructed in accordance with the approved design
- Witnessing or accepting relevant discipline engineer's witness of tests, trials and inspections and confirming that relevant certification and evidence is available for audit.

6 Unauthorised work

6.1 Discovery of unauthorised work

If during the exercise of their duties on other project work, the premises engineer discovers works to LU premises that has not been granted or presented as per Building Control application; a site inspection report to the Principal Premises Engineer will be issued for his action.

7 Supporting information

7.1 Background

- 7.1.1. A materials control process was a recommendation of the “Fennell Enquiry” following the 1987 Kings Cross fire and a primary role of LU Building Control procedure is to verify that all building materials introduced into “Sub Surface” stations are compliant with [S1085](#) ‘Fire Safety Performance of Materials’ - Stations and Tunnel Infrastructure’ or that necessary concessions are in place with supporting evidence.

7.2 Safety considerations

- 7.2.1 The provision of a workplace (virtually all LU premises) that is compliant with the workplace (Health, Safety and Welfare) Regulations 1992 is a legislative obligation on LU as an employer. The provision of Building Control certification is an indication that the minimum standards requisite for the above regulations have been achieved in new and altered buildings.

7.3 Environmental considerations

- 7.3.1 Exemptions for LU from the building act are limited with respect to part L of the approved documents – conservation of fuel and power. See latest copies of the approved documents on building regulation requirements.

7.4 Heritage

- 7.4.1 Heritage buildings and premises are defined in Strategy and Network Development (S&ND) lists. All building works to these buildings, in particular those that are listed including locally and conservation areas, shall be to be in accordance with LU standard [S1351](#) ‘Station design’, inclusive of obtaining necessary consents for work outside of LU demise. Reference should be made to the Pathway Consents handbook H063

7.5 Exemptions

- 7.5.1 Except in respect of the material specification, the following works are exempt from the LU Building Control procedure, unless they are: subject to Listed Building Consent, subject to a local listing by the local authority or within a local authority conservation area where upon the Building Control consent process is applicable within LU demise. Any work that alters a premises asset or risk of significant impact in which case, a Building Control application should be made online, reference should be made to 7.5.2:

- Temporary works, temporary structures and any installations of a temporary nature that will be located on any part of the company's premises for a period of no longer than 4 weeks. Written notification shall still however be given to the premises engineer of all such works
- Works and installations associated with all track, track bed and the permanent way except where included in the premises. For the avoidance of doubt - intervention or accessible shafts and lineside buildings are not exempt
- Works and installations associated with all track drainage, pumps and sumps, except buildings housing said assets
- Works and installations associated with all bridges, structures, embankments and cuttings except included in or affecting the premises. Note: with respect to footbridges or structures for pedestrian use an application for Building Control consent is required
- Rolling stock
- Works associated with power, signalling and communications on the track and permanent way, except where included in or affecting the premises
- Emergency works no longer than 4 weeks
- Cable routes and cable bridges except within stations/other buildings where the fabric and structure is affected or altered
- LU equipment e.g. communication gear or cables, electrical, power cabling and systems, mechanical, heating and cooling, Lifts & Escalators (L&E) equipment (excluding L&E installations), reference should be made to 7.5.2
- Access features for permanent way staff e.g. walkways, steps, access gates etc. remote from stations
- Road or pedestrian bridges which are not the responsibility of the company;
- Embankment stabilisation works
- Close Circuit Television (CCTV), Cable Management System (CMS), advertising art works, signage, electronic information/display systems and screens, reference should be made to 7.5.2
- Maintenance works subject to being on a "like for like" nature only and having previously been agreed with premises. Works generally exempt include, but are not limited to:
 - Repair of floor, wall and ceiling finishes and fittings
 - Replacement of electrical fittings, ironmongery and minor glazing works inclusive of small areas of overhead glazing , although specialist glazing, large areas of overhead /façade glazing, will generally require Building Control consent
 - Repositioning of electrical equipment, fixtures and fittings
 - Minor alterations to plumbing and sanitary fittings

- Minor Works and repairs i.e. easing of doors and windows (provided that the integrity of any intumescent strips and other safety features are maintained and ensuring that any certification is not invalidated by the works being carried out); Inclusive of all there Minor Works/repairs that shall not affect the stability and safety of premises items and buildings
- Minor repair of stairs, tactile surfacing and platforms works (unless this consist of extensive areas)
- Repainting all assets or any form of decoration works subject to conditions under 7.4.1 of this document.

7.5.2 The exemption of such works from the Building Control process does not relieve the project manager/engineer or any department with the business of ensuring that the works and materials comply with all LU standards including fire safety, cutting and drilling and fixings to support items in accordance with civil engineering standards to prevent falling objects impacting the Operational Railway or causing injury to staff or members of the public.

8 Person accountable for this document

Name	Job title
John Caves	Principal Premises Engineer

9 Definitions

Term	Definition	Source
Building Control	Certification for building and altered work	This document
Listed Building	Buildings of Architectural interest	This document
Major Works	Large alteration and building work	This document
Minor Works	Maintenance ,repair and small alterations	This document
Operational Railway	Train transport infrastructure	RSPG document
Pathway	TfL project stages	TfL assurance process

10 Abbreviations

Abbreviation	Meaning
CCTV	Close Circuit Television
CMS	Cable Management System
CPD	Capital Programmes Directorate
DGB	Design Governance Board
L&E	Lifts & Escalators
LU	London Underground
MAID	Mandatory Asset Information Deliverables
NOWRI	Notification of Works Ready for Inspection
OSD	Over Site Development
PMF	Project Management Framework
S&ND	Strategy and Network Development

11 Document history

Issue no.	Date	Changes	Author
A1	August 2017	W0008 rewritten and updated as a procedure as per change number 05915.	Dem Patel
A2	October 2017	Minor errors updated and planning consent description to procedure added as per change number 06025.	Dem Patel

12 Attachments

12.1 Site inspection report example

LU Premises & Building Control Site Inspection Report

Project Title:	Project Number:	Report Number:
Report Issued to: Principle Premises Engineer:	Date Issued:	

Location/ Assets Covered:			
Inspectors Name:			
Date:		Time:	
Inspection Type:	Commencement <input type="checkbox"/>	Intermediate <input type="checkbox"/>	Completion <input type="checkbox"/>
Inspection made with Contractor/PM/PE	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Brief Project Description/Work:			

Revision Date	Summary Of Changes and items Closed Out (Add rows/amend as required)

Photos (Add rows/amend as required)	Comments/Non Compliances/Observations
1.	
2.	



F5420 A4

Record form for
Cutting, grinding, drilling, fixing to and supporting from existing structures

Part 1: Design and Assessment: Records to be completed by the Constructor prior to installation.

Project / Works Title:	
Line:	CDFL Ref No:
Asset Reference: (LCS Code / Local Asset Number):	Room Reference (SID code):

Description of Works:			
Indicate the types of work(s) proposed:		No. of Instances of multiple works:	
Cutting	Tick Box as applicable	State No.	
Drilling	Tick Box as applicable	State No.	
Fixing	Tick Box as applicable	State No.	
Grinding	Tick Box as applicable	State No.	
Supporting from	Tick Box as applicable	State No.	
If a fixing is to be made, state the Name, Type and Size of the designed fixing.			

Do you have an approved design*? Yes / No (If yes complete A)

A - Approved Design: * "in respect of cutting, grinding, drilling, fixing to or supporting from existing structures"
List of Attachments describing the works: e.g. drawings, photos, calculations (or the location where this information is archived e.g. on Livelink)

B - Assessment Details:
Describe how the structures were assessed to ascertain that they would not be damaged by the works

Notes:

CDFL Form F5420 A4 Page 2 of 2

Assessments should include each Civil Engineering structure being cut, ground, drilled, fixed to or supported from, taking into account the nature and condition of each structure.

A single CDFL may be used for cable runs, if the structures being fixed to are the same type and are in essentially the same condition.

The presence of cables buried in the ground, in duct blocks, in ducts in solid fill platforms and in walls is likely on the LU system. Therefore the requirements of standard S1114 Safe Systems of Work on or near Electrical Equipment must be applied.

Polyester and Hybrid Polyester resin fixings must not be used in Underground or sub surface locations, nor in surface locations with wet substrates.

I confirm that:

An approved design is available OR (for low risk, simple work not requiring an approved design) that an assessment has been made to confirm that there will be no adverse effect on the structure.

To be signed by the Contractor's nominated agent for the works or other competent person (e.g. the Designer or a TfL Discipline Engineer):

.....
Nominated Agent or Competent Person Name Contractor or Company

.....
Signature Job Title Date

Return completed forms (Part 1) to N.H.Burgess, Profession Head – Railway Structures.

Part 2: Declaration To be completed immediately following completion of work

I confirm that:

1. The works have been completed in accordance with the approved design (including any pull tests specified) OR the assessment described in Part 1, and in accordance with standards S1050 clause 3.14 and S1063, unless otherwise noted below
2. There has been no adverse effect on the structure
3. No cutting, grinding or drilling of cast iron structures has been carried out
4. No Polyester or Hybrid Polyester resin anchor bolts have been used in underground, or sub surface locations, nor in surface locations with wet substrates.

To be signed by the Contractor's person on site responsible for the works:

.....
Person Responsible Name Contractor or Company

.....
Signature Job Title Date

Noncompliances or Design Changes:

in respect of cutting, grinding, drilling, fixing to or supporting from existing structures

Any noncompliances with the approved design should be noted here. Any red line drawings should be referenced and / or attached. Any significant noncompliances should be approved by the Designer and / or the TfL / LU Discipline Engineer. Any design changes must have updated approved drawings and a new CDFL. If there are no noncompliances or design changes state "None".

Return completed forms (1 form for each asset worked on) to N.H.Burgess, Profession Head – Railway Structures.

Gemma Jacob

From: Lynsey Rowles
Sent: 10 December 2021 10:09
To: [REDACTED]
Subject: TfL advertising policy
Attachments: tfl-advertising-policy-2019.pdf; policy-guidance-food-and-drink-advertising.pdf

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Phone: [REDACTED] (auto [REDACTED])

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)



TfL Ad Policy: Approval Guidance

Food and Non-Alcoholic Drink Advertising

1. General Principles

- 1.1 The UK Nutrient Profiling Model (NPM) is widely used and has been subject to rigorous scientific scrutiny, extensive consultation, and review. Furthermore, the scoring system it uses balances the contribution made by beneficial nutrients that are particularly important in children's¹ diets with components in the food that children should eat less of. It has therefore been concluded that the NPM model is the best way of identifying food that contributes to child obesity. Such food and non-alcoholic drink is not only purchased directly by children but is bought for them by others.
- 1.2 Guidance on how to identify whether a product is considered HFSS under the NPM is available [here](#).
- 1.3 The outcome of any reviews or revisions of the NPM will be taken into consideration.

2. Practical exceptions

- 2.1 The NPM allocates points on the basis of the nutrient content of 100g of a food or non-alcoholic drink and does not differentiate between products on the basis of typical portion size or manner of consumption. TfL recognises that adoption of the NPM could lead to unintended consequences, in that some products that are not believed to make a contribution to child obesity could become restricted. Advertisements for food and non-alcoholic drink that is considered HFSS under the NPM may be considered for an exception by TfL if the advertiser or their agent can demonstrate, with appropriate evidence, to TfL's satisfaction, that the product does not contribute to HFSS diets in children.
- 2.2 Where an exception is granted by TfL:
 - Copy should not suggest that the product/s are 'healthy', given their overall HFSS rating;
 - Copy should be presented in a way that is targeted at adults and adult settings; and
 - Copy must comply with TfL's overall advertising policy and copy guidance.
- 2.3 This process is detailed further at Appendix A, which demonstrates the areas that TfL may take into consideration when assessing requests for exceptions.
- 2.4 A review of this approach will commence in spring 2020.

3. Advertisements featuring only non-HFSS products

- 3.1 These would normally be approved but would still need to comply with other sections of [TfL's Advertising Policy](#).

¹ Children/.child means a person/s below the age of 18. This is in line with the Convention on the Rights of the Child's definition: https://www.unicef.org/crc/files/Guiding_Principles.pdf.

4. Advertisements featuring only HFSS products

- 4.1 Where a proposed advertisement features only food and/or non-alcoholic drink which is rated HFSS, such copy would be rejected, unless a practical exception has been agreed by TfL as per paragraph 2.1 of this document.
- 4.2 It is therefore recommended that, before committing to advertising production, advertisers should discuss their eligibility with TfL's agents.

5. Advertisements where there is a range of food/non-alcoholic drink featured, some of which is HFSS

- 5.1 The advertising of HFSS products is unacceptable under the policy, so a range or meal could not feature them e.g. fish, chips and peas could only be advertised if all products were non-HFSS, unless a practical exception has been agreed by TfL as per paragraph 2.1 of this document. This would also apply to any meal settings being shown, including those for restaurants, aggregator platforms and delivery services.
- 5.2 It is the responsibility of advertisers and their agents to verify the status of the products featured using the NPM.
- 5.3 Where an HFSS product is featured incidentally (e.g. it is only partially visible or is indistinguishable, from other non-HFSS products) TfL or its agents may agree to its inclusion in copy if it is satisfied that the image does not promote the HFSS product.

6. Advertisements where no food or non-alcoholic drink is featured directly but the advertisement is from or features a food and/or non-alcoholic drink brand

- 6.1 This may include:
- advertisements where the brand's logo is included but no products, e.g. a brand values campaign.
 - directional signage to a store, app or website;
 - promotional advertising which is price led but features no products e.g. '50% off everything' or similar;
 - advertising about a business or its performance; and
 - Sponsorship of an event or attraction by a food or non-alcoholic drink brand.
- 6.2 Food and non-alcoholic drink brands (including food and drink service companies or ordering services) will only be able to place such advertisements if the advertisement promotes healthier options (i.e. non-HFSS products) as the basis of the copy.
- 6.3 Where a logo from a food or non-alcoholic drink brand is featured incidentally TfL or its agents may agree to its inclusion in copy if it is satisfied that the image does not promote HFSS food and/or non-alcoholic drink.

- 6.4 Where advertisers are uncertain about the classification of proposed copy under these guidelines, they should discuss this with TfL's sales agents.
- 7. Advertisements where food and non-alcoholic drink is shown 'incidentally' i.e. it is not the subject of the advertisement but is included (or implied) by visual or copy:**
- 7.1 HFSS products should not be promoted by being featured in advertisements for other products. It is the responsibility of advertisers and their agents to verify the HFSS status of the products featured using the NPM.
- 7.2 Where a food or non-alcoholic drink item is featured incidentally and does not relate to a specific identifiable product which can be assessed for its HFSS status, advertising copy may be rejected by TfL or its agents on the basis that the advertisement promotes the consumption of HFSS foods.
- 8. Advertisements where food and non-alcoholic drink is referenced in text, through graphical representations or other visual representation.**
- 8.1 HFSS products should not be promoted through references in text, graphical images or other visual representations of food and non-alcoholic drink. Where a food or non-alcoholic drink item is featured in this way and does not relate to a specific identifiable product which can be assessed for its HFSS status, advertising copy may be rejected by TfL or its agents on the basis that the advertisement promotes the consumption of HFSS foods.
- 9. Indirect promotion of HFSS food and/or drink**
- 9.1 Where a product is non-HFSS but falls within a category covered by PHE's recommendations for sugar or calorie reduction, the product should always carry a prominent product descriptor to help differentiate it from non-compliant products (e.g. where an advertisement features a non-HFSS pizza or burger, the image should be accompanied by prominent text that names the specific product and retailer).
- 9.2 Children should not usually be shown in advertisements for products which are compliant in a category which is covered by PHE's recommendations for sugar or calorie reduction.

10. Portion sizes

- 10.1 The NPM model is based on nutrients per 100g of a product, rather than recommended portion size. Advertisers should always ensure that they promote products in portion sizes which encourage healthy eating. For products that are non-HFSS but fall within a category covered by PHE's recommendations for sugar or calorie reduction, the product should be displayed as a single portion, unless agreed otherwise by TfL or their agents.

- 10.2 If advertisers and agencies are unsure about how to interpret this, or any other aspect of these guidelines, we would encourage them to get in touch with TfL so that we can work together on a solution and avoid submitted copy requiring changes or being rejected.

END

TfL advertising policy

Revised guidelines effective February 25, 2019

1. Background

1.1 The purpose of this policy is to set out high level principles and procedures relating to the approval of advertisements which appear on services run or regulated by Transport for London (TfL).

1.2 The application of the principles will depend on context and will sometimes require subjective judgments.

1.3 The regulation of advertising in the UK is the responsibility of the Advertising Standards Authority (ASA). The ASA applies the Advertising Codes which are written by the Committees of Advertising Practice (CAP).

1.4 Advertisements carried on services run or regulated by TfL (including campaigns on behalf of TfL) should not conflict with the required standards outlined below, which supplement the requirements of the Advertising Codes.

2. Required standards for approval of advertisements

2.1 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.

2.2 Individual TfL services may specify and apply further requirements in relation to advertising on those services.

2.3 An advertisement will not be approved for, or permitted to remain on, TfL's services if, in TfL's reasonable opinion, the advertisement does not comply with the law, does not comply with the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (or any relevant CAP code), is not socially appropriate, or is inconsistent with TfL's obligations under section 149 of the Equality Act 2010 (the Public Sector Equality Duty). More particularly, an advertisement will be unacceptable if:

(a) it is likely to cause widespread or serious offence to reasonable members of the public on account of the product or service being advertised, the content or design of the advertisement, or by way of implication. Advertisements which are consistent with TfL's Public Sector Equality Duty, such as those which promote tolerance, or discourage prejudice, will not however normally be disapproved on the ground that they might cause offence;

(b) it depicts adults or children in a sexual manner or displays nude or semi-nude figures in an overtly sexual context. (While the use of underdressed people in, for example, underwear advertising, may be appropriate, gratuitous use of images of an overtly sexual nature will be unacceptable.);

(c) it could reasonably be seen as distasteful, indecent or obscene, in its use of imagery, language or otherwise;

(d) could reasonably be seen as likely to cause pressure to conform to an unrealistic or unhealthy body shape, or as likely to create body confidence issues particularly among young people;

(e) it relates to lap-dancing, 'gentlemen's clubs', escort agencies, massage parlours, or unproven health and weight loss products;

(f) it depicts direct or immediate violence to anyone shown in the advertisement; or could reasonably be seen as condoning, inciting or provoking crime, illegality, violence, or anti-social behaviour;

(g) it relates to films which have not been granted permission for public exhibition or which do not show the British Board of Film Classification certificate;

(h) it contains images or messages which relate to matters of public controversy or sensitivity. Advertisements which are calculated to promote tolerance, discourage prejudice, or are consistent with TfL's Public Sector Equality Duty, advertisements which are calculated to promote the right to life, liberty and security of the person, and advertisements which reasonably promote causes which are not party political, will however not normally be disapproved on this ground;

(i) it refers to or portrays (or gives the impression of portraying) a living person. TfL requires an indemnity against any action by that person, or on that person's behalf, before such references or portrayals will be accepted. This does not apply to a person who is a professional performer, model or similar, unless there is reason to doubt their consent;

(j) it contains negative references to TfL's services, or those services provided or regulated by other members of the GLA Group, or might bring TfL or other members of the GLA Group into disrepute;

(k) it is likely to be defaced, for example due to the subject matter or the inclusion of a high proportion of blank space;

(l) it uses handwriting or illustrations that suggest the advertisement has been damaged, defaced, fly posted or subject to graffiti after it has been posted;

(m) it may adversely affect in any way the interests of the site owner, TfL or any member of the GLA Group;

(n) it promotes a party political cause or electioneering. Advertisements must conform to TfL's policy on use of resources, with particular care exercised in pre-election periods;

(o) it is digital, and may pose a health and safety risk as a result of flickering or other visual imagery;

(p) it promotes (directly or indirectly) food or non-alcoholic drink which is high in fat, salt and/or sugar ('HFSS' products), according to the Nutrient Profiling Model managed by Public Health England. It is for the advertiser to demonstrate (in case of any doubt) that any product is not HFSS, and/or that an advertisement is not promoting HFSS products, and/or that there are exceptional grounds. A set of guidelines is available which provides more details of how this aspect of the policy is implemented."

(q) it is unacceptable for some other substantial reason (which TfL will identify and explain as reasonably required).

From: [Lynsey Rowles](#)
To: [Bennett Charlie](#); [REDACTED]
Subject: Tfl/Atlas advertising - QUENSH review

Hi [REDACTED]

Hope this time works for you to go through your queries with Charlie who is our SHE manager

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting <https://teams.microsoft.com/l/meetup-join/19%3ameeting_YjhlZjdjOWYtNGI2MS00MWQ0LWE1MDItYmZjOGYxNDUyMTI2%40thread%20v2/0?context=%7b%22Tid%22%3a%221fbd65bf-5def-4eea-a692-a089c255346b%22%2c%22Oid%22%3a%22dbe7ba09-3c2f-4b5f-a651-a84b843bfe4e%22%7d>

If you have any access requirements or limited functionality for this meeting, please let me know in advance

Learn More <<https://aka.ms/JoinTeamsMeeting>> | Meeting options <https://teams.microsoft.com/meetingOptions/?organizerId=dbe7ba09-3c2f-4b5f-a651-a84b843bfe4e&tenantId=1fbd65bf-5def-4eea-a692-a089c255346b&threadId=19_meeting_YjhlZjdjOWYtNGI2MS00MWQ0LWE1MDItYmZjOGYxNDUyMTI2@thread%20v2&messageId=0&language=en-US>

From: [Lynsey Rowles](#)
To: [REDACTED]
Subject: TfL/Atlas catch up

Hope this time is ok for you?

Gemma Jacob

From: Lynsey Rowles
Sent: 16 December 2021 14:08
To: [REDACTED]
Subject: TfL/Atlas UK concession
Attachments: S1472 space approval.pdf; Space Application Form F0243 A5.xls; Building control completion.xlsx; Building control application.xlsx; PR0008 Building Control.pdf; S1063.doc

Hi [REDACTED]

I have just thought of something that we didn't discuss last week

On London Underground we have certain regulations that are required that are covered by what we call Standards. These are used to ensure that correct procedures are following and cover a wide range of things.

Most of these would not be applicable for you, but two areas that will affect you would be Space and Building Control.

Basically to utilise a space on London Underground a procedure called Space Approval has to be followed – attached is the Standard for this along with the Space Template. A Space Application will need to be submitted for each site you wish to use, this then gets circulated to various departments around the business to give areas the opportunity to comment and advise if they are aware of any conflicting use of the space – existing or pending and once the space is approved it will be yours for the duration of the contract.

The second area is Building Control – this comes in two parts, and it asking our Building Engineers permission to install (Building Control Application or BCA) and then advising the works are complete (Building Control Completion or BCC). When applying for BCA you will also need to complete an S1063 this is our Cutting, Fixing, Drilling Standard and just advised how you will install the sites. It is pretty straight forward and I would assume we can use the same form for all sites as I would guess the installation method would be the same.

As advised on the call last week I have checked with the Product Approval Team and have been advised that as long as the frames are being installed on an external compartmented wall away from the entrance, we do not need to product approval for these sites.

Hope this all makes sense, please call if not – sorry I didn't mention it last week

If you could send through a definition/description of your frame so Phil can amend the Concession to add in your exclusivity bit

Thanks

Lynsey Rowles

Contract Manager - Advertising | Customer, Communication and Technology

Mobile: [REDACTED]

8th floor, 5 Endeavour Square

Stratford London, E20 1JN

Email: [REDACTED] [tube.tfl.gov.uk](mailto:[REDACTED]@tube.tfl.gov.uk)



From: Roddy Phil <[REDACTED]@tube.tfl.gov.uk>

Sent: 10 December 2021 10:48

To: Rowles Lynsey <[REDACTED]@tube.tfl.gov.uk>; Pizzamiglio John <[REDACTED]@tfl.gov.uk>

Subject: NOTES ON ATLAS MEETING

Hi Lynsey / John,

Here are my brief notes on this morning's meeting.

Once these details have been supplied I can draft the full contract for the New Year.

Regards,
Phil



Building Control Form A4 Completion & Verification of Works

For Capital Projects email completed form and supporting information to:	████████████████████@tfl.gov.uk
For SSL Minor Works email completed form and supporting information to:	████████████████████@tube.tfl.gov.uk
For BCV Minor Works email completed form and supporting information to:	████████████████████@tube.tfl.gov.uk

Applicant Details: Name, company, address, email and telephone numbers:

Date of application :

Project title:

Station, Depot or line side area name:	LCS Code: <input style="width: 90%;" type="text"/>
--	--

Brief description of works and links to supporting information:

Building Control Reference Number:

Capital Projects		APD / Minor Works	
Project No.		TPS No.	
SAP No.		Work Order or Minor Works No.	

<p>Applicant's verification statement: All works were carried out in full accordance with the Building Control consent, including any consent(s) for project change.</p>	Applicant electronic signature:	
Site completion date:	Signature date:	

Issue of this signed form by Building Control confirms that works are completed and closed out. Any further alterations/changes will require a new Building Control application.

Building Control Engineer Assigned:	<i>insert electronic signature here</i>
Date form issued:	

Standard Category 1

S1472 A3

Allocation of Space on Operational Property

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1 Purpose

- 1.1 This standard defines the space allocation process which determines how space shall be allocated to parties requiring space on operational property.
- 1.2 The process provides the means for agreeing and recording an allocation of space and a forum for achieving solutions if there are competing requirements.

Note: An allocation of space is a means of reserving space for a possible specific use. An agreement to allocate space does not carry any warranty or other representation that the space is fit for the intended use.

2 Scope

2.1 Application

- 2.1.1 This standard applies to all operational property; this includes stations, car parks, non-station operational premises, and track areas when space is required for:
 - a) Assets, fixed or non-fixed plant, equipment, fixtures and fittings, conducting media (cables, cable management systems, pipe and duct work)
 - b) staff use- e.g. mess rooms, welfare facilities, interview areas
 - c) changes of use- e.g. disused areas being converted for storage or welfare
 - d) storage where any items are being stored for longer than 3 months in an area not designated as a storage area (a storage license will also be required from the Landlord).

2.2 Exemption

- 2.2.1 This standard does not apply to the following premises unless there is a requirement from an Applicant to circulate to stakeholders for information purposes:
 - a) Head office accommodation properties (i.e. LUL office premises not located within Operational Property)
 - b) Train maintenance depots.
 - c) Depot applications may however be circulated to the business for information purposes although approval for any allocation or installation will need to be sought from the Depot Manager or delegated authority.
 - d) existing LUL commercial units (unless like for like)
 - e) any premises, land or buildings in relation to which LUL has any legal or equitable interest adjoining or neighbouring Operational Property
 - f) Network Rail owned property (unless it concerns land abutting LUL land in which there are interfacing LUL Assets).
- 2.2.2 It shall not be necessary to make an application under this standard in respect of:
 - a) The 'like for like' substitution of an asset within Operational Property. A 'like for like' substitution of an asset is where the replacement asset is to be located in the same place as the original item, requires the same or less space and performs substantively the same function as the original asset

- 2.2.3 If space is required for LUL staff then TfL Facilities, relevant employing and local management must be consulted by the applicant.

3 Requirements

3.1 Space Allocation Team

- 3.1.1 The Space Allocation Team (SAT) shall make decisions about competing requirements for space as required by this standard.

3.2 Space Resolution Panel

- 3.2.1 The Space Resolution Panel (SRP) shall consider any objections received by Applicants should they wish to pursue the application for space and may also be utilised as a forum for liaising between competing parties as required. The SRP shall consist of the competing parties, relevant Landlord and experts from other LUL directorates and SAT as required.

3.3 Decisions

- 3.3.1 This standard provides a forum to achieve solutions by consensus to competing requirements for space. The procedure in section 3 outlines the process that needs to be followed by the Applicant.
- 3.3.2 The objective of any decision is to find the optimum overall position taking into account the criteria for deciding between competing requirements for space ([appendix 19.2](#)) together with any cost / benefit or other specific factors that are relevant to the application.
- 3.3.3 An allocation of space may or may not be made for any prescribed time period. Any decisions of the SAT or Appeal Outcome shall continue to have effect until the occurrence of any of the events in [appendix 19.3](#).

3.4 Preparation prior to making a space application

- 3.4.1 Prospective Applicants shall ascertain the suitability of a given space for their requirements, including the impact of those requirements on the space and its surroundings, prior to submitting a space application through this process. This should include site visits, consideration of alternative sites and discussion with local management, known stakeholders, interested parties and others (particularly Major Projects, Hazardous Materials Unit, the Telecommunications and T&D Sponsors) whom the Applicant considers likely to have a possible requirement for the space or be able to comment on its suitability. The SAT may also be asked to provide input.
- 3.4.2 Application is mandatory and projects that have installed assets without prior approval will be required to remove them at their cost should it be identified by the Space Allocation Team (SAT) that there is a greater need by another Applicant.

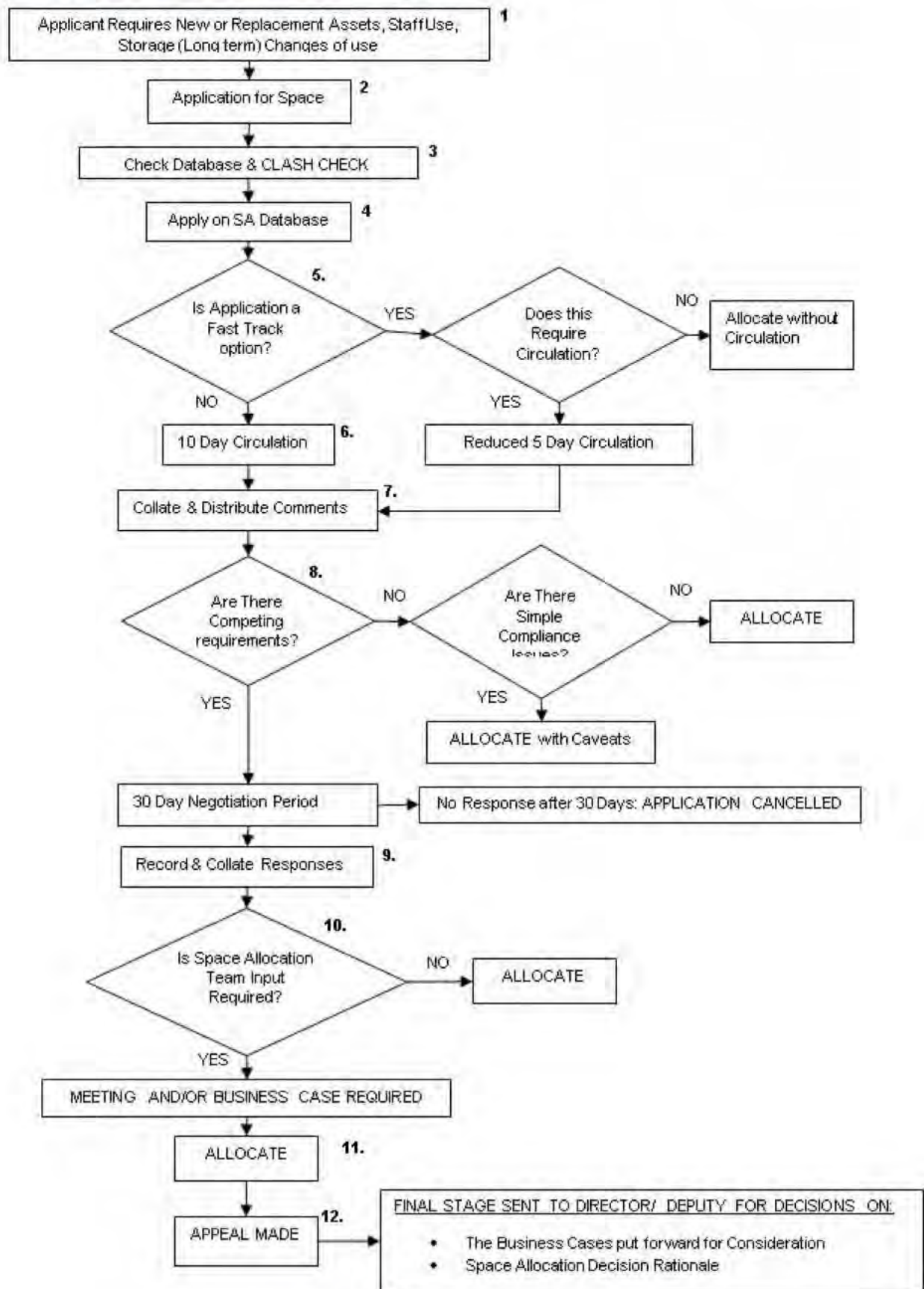
3.5 Administration

- 3.5.1 Anyone seeking an allocation of space shall complete the required space application form ([appendix 19.1](#)) The SAT based in LUL, may intervene in any part of the process for business needs purposes and has overall responsibility for approving space allocations

3.6 General

- 3.6.1 The allocation of space on Operational Property shall be determined by the procedure, illustrated as a flowchart in 3.7.
- 3.6.2 Included in the details in section 4.0 are maximum time limits for action or response. Notwithstanding these limits, parties shall endeavour to act without delay whenever possible. Failure to respond (either in support of, or against an application or a decision) within the time limits stipulated will be taken as support for the application or the decision. A reviewer may request to extend the time taken to respond to an application.
- 3.6.3 All references to 'days' mean weekdays, except public holidays.
- 3.6.4 The Space Allocation process is administered electronically.
- 3.6.5 Each Applicant shall act as a point of contact for all issues raised during application consultation or appoint a named person from their team/project to respond to queries.
- 3.6.6 All successful Applicants will be responsible for reviewing further applications made by other parties if potential clashes are identified within the Space Allocation process.
- 3.6.7 Before using the space allocated, it will be necessary to comply with all relevant LUL standards. You should seek guidance from those responsible for compliance within your company or organisation. The applicant or their representative will be responsible for ensuring that where appropriate S1088(formerly known as Bb224) processes are in place prior to the applicable assurance and gates processes.
- 3.6.8 The Applicant shall occupy the space or commence work in a tangible way during the first two months of the expected start date otherwise the allocation shall lapse. An Applicant may seek to change the expected start date or extend the period of allocation, if appropriate, by reapplying according to this procedure. It is the Applicants' responsibility to keep track of expected start dates by which use must start.

3.7 Flowchart of Space Allocation Process



4 Activities and responsibilities

4.1 Process activities

- 4.1.1 This section gives details of the activities shown in the flowchart in section 3.7. The paragraph numbers below correlate with the numbers of the activities in the flowchart.
- 4.1.2 If space is required for new Assets, staff use, long-term storage, and changes of use, an application for space on Operational Property should be completed.

4.2 Complete an Application for space on Operational Property ([F0243](#))

- 4.2.1 The Applicant shall complete the required Space Allocation process. Applications may be made up to 3 years in advance of the proposed date of use however, the SAT has discretion to agree an increase to this limit for major projects. **Plans submitted up to more than 1 year in advance require annual confirmation that project is still valid.** Applications shall be made using the Application for Space on Operational Property electronic form, together with up to date drawings (e.g. Station Layout Plans, Property Schedules and Plans, photographs) marked to show the space required. The amount of space requested shall be limited to the proper needs of the Applicant and shall not deliberately exceed those needs.
- 4.2.2 The consequences of applying for an insufficient allocation of space (e.g. to allow access for maintenance or for the removal of Assets) shall be the responsibility of the Applicant.
- 4.2.3 Accompanying documents attached to the application must be sent in a manageable size (maximum 8mb) which shall be e-mailed to stakeholders. The documents may be submitted in Word or in PDF but must not be scanned.
- 4.2.4 Applicants should check current and approved applications on the database against new applications, Station Layout Drawings, future and Estate plans relevant to the location involved and address any clashes before submitting application.

5 Fast Track options

- 5.1 An application may be fast tracked if it meets one or more of the following criteria:
- a) the application is a minor change to the occupation of space by an asset (agreed by the SAT and LUL Landlord) where there are no obvious clashes within the Space Allocation database
 - b) minor changes to registered applications.
- 5.2 Where there is doubt as to whether a potential clash may be generated by an installation which is proposed to be fast tracked, the SAT will require a shorter circulation to stakeholders that may be affected. This 'mini' circulation will be no longer than 5 days. A longer circulation may be required if objections are raised or if additional time is required to review.
- 5.3 A fast track application to which 5.1 applies will be approved after the 'mini' circulation provided no objections are raised.

5.4 Any fast track application must be accompanied by evidence documentation to justify a reduced circulation period.

6 10-day Stakeholder Consultation

6.1 Space Allocation Team shall circulate immediately a notice by email to identified stakeholders to review the space allocation request.

6.2 The notice shall include a copy of the application form, drawings and any comments considered relevant.

6.3 Submitted space allocation requests shall be available for review in the space allocation database to all interested parties.

6.4 Applicants with allocated space in or near the areas applied for must ensure that they check their existing allocations against new applications. Failure to do this may result in preventable clashes and delays.

6.5 Reviewers shall be specifically asked if they have any planned requirements for the space being requested and if so to give details of such planned requirement as soon as possible and in any event within 10 working days.

6.6 Advice (not a decision) maybe given by reviewers about the suitability of the space for the intended use and the impact of that use on the space and its surroundings.

6.7 Advice may be given (not a decision) about the suitability of the space for the intended use and the impact of that use on the space and its surroundings.

7 Collate and record replies

7.1 Applicants shall respond to comments, queries or advise raised regarding the application satisfactorily before the application can be approved. The 10-day time limit may be extended for complex applications until issues are satisfactorily resolved. Absence of a response shall be taken as acceptance that the space may be allocated.

7.2 At the end of the 10 day period, if there are no competing requirements for the space requested, the space shall be allocated, and an approval notice sent out to the Applicant.

7.3 The approval notice will include relevant comments received during the circulation to stakeholders. These may form additional caveats which need to be addressed prior to installation.

7.4 An allocation of space may be granted which applies for a finite or indefinite period from an agreed expected start date. The Applicant shall occupy the space or commence work in a tangible way during the first **2 months** of the expected start date otherwise the allocation shall lapse. It is the Applicants' responsibility to keep track of expected start dates, latest dates by which use must start and any date by which use of the space must cease.

8 Competing requirements or compliance issues

- 8.1 If there are competing requirements and/or issues raised with compliance with the application, the Applicant shall negotiate with the Competing Parties and/or, the originator of the compliance issue and shall endeavour to reach agreement. In particular, the use of alternative locations shall be considered thoroughly.
- 8.2 The Applicant shall inform the SAT of the outcome of the negotiation by email with copies to the Competing Parties.
- 8.3 The time taken for negotiation is for the Applicant to manage; however, all those involved shall make every endeavour to co-operate promptly (30 days should be enough to resolve most issues).
- 8.4 Where issues of competing use and/or, compliance are identified and no further responses are made by the Applicant during the 30 days, the application will be cancelled from the database.
- 8.5 Where negotiation has failed the SAT will review the application and approve/ deny as appropriate. The SAT decision is final in this matter.

9 Record negotiation

- 9.1 The Applicant shall email SAT the outcome of agreements reached over competing requirements and approve the application.
- 9.2 Where negotiation has failed, and the Applicant still wishes to pursue the application, the SAT must be informed immediately. The Applicant must demonstrate that a reasonable attempt has been made to reach resolution.

10 Space Allocation Team input required (Space Resolution Panel)

- 10.1 The SAT shall review whether it is straightforward to decide if the requested space can be allocated. The SAT shall use the criteria ([appendix 19.2](#)) and any known cost / benefit or specific factors that are relevant to the application that it is reasonable for the SAT to consider.
- 10.2 The SAT may require further information before a decision can be made and require further that the Competing Party and the Applicant submit business cases in accordance with the Business Case Development Manual [S1701](#) to support their applications.
- 10.3 The SAT may consider it beneficial to convene a meeting to discuss the application. This meeting would include the Competing parties, SAT, relevant LUL Landlord and experts as required.

11 Outcome

- 11.1 A decision will be made by the SAT no later than 5 days after the meeting has been held and all parties will receive notification of the decision in writing.
- 11.2 The decision time may be extended at the SAT's discretion to allow site visits and further discussion.

12 Appeals

- 12.1 Should either party wish to appeal against the decision of the Space Allocation Team they will be required to advise the Space Allocation Team in writing within 5 days of receiving the decision.
- 12.2 The SAT shall acknowledge in writing receipt of the intention to appeal from the Applicant and as soon as possible, shall advise the Applicant and Competing Parties of the date of any appeal meeting.
- 12.3 The Applicant and the Competing Parties shall set out in writing details of their respective positions in a structured and comprehensive manner and shall submit these to the SAT by an agreed date in time for the meeting.
- 12.4 The SAT shall collate all the relevant information regarding the application and send to the SRP.
- 12.5 The Appeal meeting shall consider the submissions and use the criteria ([appendix 19.2](#)) as the basis for their decision but shall have reasonable discretion to consider other cost / benefit or specific factors that are relevant to the application.
- 12.6 A decision may be made without convening a formal meeting. In such circumstances the SRP shall consult as widely as practicable and communicate the decision to the SAT within 5 days of being made.
- 12.7 Appeal meetings will be recorded, and the minutes will be made available to the competing parties no later than 5 working days after the meeting is held.
- 12.8 The outcome from this meeting shall constitute a final decision.

13 Recorded use of space

- 13.1 Once the permitted use of the space allocated has taken place or work has properly commenced on site, the Applicant shall notify the SAT within one month or before the latest date by which use must start.
- 13.2 Confirmation from the Applicant that the space allocated is being used as permitted shall be recorded by the SAT in the Space Allocation Database within 2 days of receipt of this advice.
- 13.3 Applications with expected start dates that have elapsed due to project or time constraint may be extended by the SAT- this is dependant on the circumstances and each case will be determined by the SAT.
- 13.4 Re-application may be required if the above is not acceptable to the SAT.
- 13.5 Lapsed applications that have not received update from the Applicant shall be deemed as being not required and the space shall be made available to other parties.

14 Person accountable for this document

Name	Job title
Garry Pratt	Access Planning Manager

15 Definitions

Term	Definition	Source
Applicant	Any person making an application pursuant to this standard.	Jargon Buster
Assets	Any fixed and non-fixed plant, equipment, fixtures and fittings and conducting media (e.g. cables, trunking, pipes).	Jargon Buster
Competing Party	A party that has competing requirements for the use of space that is the subject of an application for an allocation.	Jargon Buster
LUL Landlord	those LUL personnel, such as Area Managers, designated as having responsibility for discharging LUL's statutory responsibilities including as Infrastructure Manager under the Railways and Other Guided Transport Systems (Safety) 2006 in respect of certain Operational Property	Jargon Buster
Space	areas and locations within operational property and shall include office and storage space, wall space, overhead space, space below ground and space on, above and below floors, in public or non-public areas, indoors or outside.	Jargon Buster
Train maintenance depots	the following depots, except for any parts of them that are leased back to LUL: Acton Works Cockfosters Ealing Common Golders Green Hainault Lillie Bridge London Road Morden Neasden Northfields Northumberland Park Ruislip Stonebridge Park Stratford market depot Upminster depot	Jargon Buster

16 Abbreviations

Abbreviation	Definition
LUL	London Underground Limited
SAT	Space Allocation Team
SRP	Space Resolution Panel

17 References

Document no.	Title or URL
S1701	Business Case Development Manual

18 Document history

Issue no.	Date	Changes	Author
A1	October 2006	Authorised for use	L Holland
A2	February 2012	Allocation of Space Allocation on Operational Property standard 1-472 renumbered and revised as per DRACCT No. 00738	Mark Cooper
A3	June 2021	This version of the standard has been reformatted using the current TMS template and updated as per change number CR-14929. Standard amended: To reflect current Operational model by removing redundant terms such as PPP, PFI, Metronet. Simplify process for applicants submitting space allocation request. To reflect LU depot list. To remove repetition of steps and processes already covered by other approval processes for quicker application team turnaround. To reflect Space Allocation Team improved processing stages.	Niki Tijani

19 Appendices

19.1 Application form for Allocation of Space [F0243](#)

19.2 Criteria for deciding between competing requirements for space

The SAT shall consider the factors identified in the table below when reaching a decision about an application. Each factor shall be given the priority indicated by the category specified in the table. For the avoidance of doubt, there is no priority between the factors that are listed in the same category. The table may be referred to as the 'criteria'.

Table 1: Priority Categories and Factors influencing requirements for space:

Priority Categories	Factors influencing requirements for space
1. Crucial	a) health and safety requirements b) statutory and legislative requirements
2. High Importance	a) the efficient and effective operation of the underground service known as London Underground b) LUL's existing contractual obligations
3. Important	a) the strategic objective of LUL to maintain and enhance the infrastructure of the Underground Network b) the impact upon the key objectives of each of the major projects c) any existing agreement between the relevant parties as to the most suitable space location
4. Significant	a) the probability and amount of increased project cost or increased project risk or both b) the probability and amount of costs and expenses that LUL may incur from projects c) the impact upon LUL's ability to comply with contractual obligations d) LUL customer and social benefits and disbenefits
5. Material	a) the effective utilisation of vacant property b) previous decisions in relation to the relevant space by the SAT, Appeal Meeting or both c) the secondary income implications for LUL d) the extent to which any persistent or material action or delay or failure by one or more of the parties to comply with this standard has resulted in an application or an objection not being issued sufficiently early to avoid a conflict in the allocation of the relevant space arising or at least to minimise any adverse effects of such a conflict or both.

19.3 Circumstances in which decisions of SAT or Appeal Outcome no longer apply

The decision of the SAT or Appeal Outcome shall apply until the earlier of the following events:

- a) in the case of the SAT, the decision being changed by the Appeal Outcome
- b) written notification from the Applicant under an original allocation that they no longer wish to implement the original allocation
- c) the decision being overtaken by a later decision of the SAT or Appeal Meeting where a later application has been received in relation to the same space (not on appeal)
- d) LUL determines the rights to use and or occupy the space for any reason
- e) the failure by an Applicant to implement the use of the relevant space within two months of the agreed implementation date or other period agreed with the SAT or the Appeal Meeting at the time of allocation
- f) expiry of the allocation period prescribed.

19.4 Background

This standard was introduced to establish the basis for allocating space and for deciding how competing requirements for space between parties could be resolved.

There is a need to provide guidance for the basis for allocating space on operational property and for deciding how competing requirements for space should be dealt with.

This standard has however been updated to reflect changes felt necessary following several changes to the operational model of the organisation since the introduction of this standard in 2003.

[Please tick to confirm you have read and agree with sp](#)

Location Landlord Consulted

Other Stakeholders Consulted

Applicant Name

Applicant Job Title

Project Name

Project Manager Phone

Location - Station/Track/Building

Intended Use of Space

Asset Dimensions

FastTrack Application

Expected Use Date (dd/mm/yyyy)

Change to Existing Application

Your Reference

SID Codes

SID Codes

SID Codes

SID Codes

SID Codes

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SPACE APPLICATION

[Space allocation standards and caveats?](#)

Landlord Name	<input type="text"/>	Landlord Email
Email Address	<input type="text"/>	
Applicant Email	<input type="text"/>	Applicant Phone
LU Accountable Mgr Email	<input type="text"/>	
Project Manager	<input type="text"/>	Project Manager Email
Project Manager Company	<input type="text"/>	
Additional Location	<input type="text"/>	
Impact on Surrounding Space	<input type="text"/>	
Siting of Fixed Asset	<input type="text"/>	
FastTrack Reason	<input type="text"/>	
End Date (dd/mm/yyyy)	<input type="text"/>	(leave blank if indefinite)
Existing Reference	<input type="text"/>	
Additional Notes	<input type="text"/>	



London
Underground

