

# Transport for London

## Revenue Collection Services

# Schedule 9.3 – Standards

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# 1 Introduction

## 1.1 Scope & Purpose

- 1.1.1 This Schedule 9.3 (Standards) sets out:
- (a) the list of Standards that are relevant to the System and the Services provided by the Contractor as at the Service Commencement Date;
  - (b) a description of the process whereby the Contractor can seek waivers against the Mandatory Standards; and
  - (c) a description of the process for dealing with changes to the Standards.

## 1.2 List of Standards

- 1.2.1 In delivering the Services and complying with its obligations under this Contract, the Contractor shall comply with the Standards set out in Appendix 1 to this Schedule from the date set out in Appendix 1 in relation to each Standard except as expressly set out otherwise in this Schedule.
- 1.2.2 The Standards are organised into three (3) groups, as follows:
- (a) **Technology:** Standards relating to the design, operation and physical characteristics of the System;
  - (b) **Installation and Maintenance:** Standards relating to the methodology and constraints associated with working on Sites; and
  - (c) **General:** Standards relating to other corporate and operational requirements including marketing, signage etc.
- 1.2.3 The Standards are organised into categories, as follows:
- (a) **Category A:** these are the Mandatory Standards that the Contractor shall comply with at all times within the following constraints (if applicable):
    - (i) **A1:** the relevant part of the System and/or Services being transferred to the Contractor shall be compliant with these Standards from the Service Commencement Date;
    - (ii) **A2:** the relevant part of the System and/or Services being transferred to the Contractor may not be compliant with these Standards at the Service Commencement Date but the Contractor shall ensure that the relevant part of the System and/or Services is made compliant by the specified date in Appendix 1; and
    - (iii) **A3:** the relevant part of the System being transferred to the Contractor may not be compliant with these Standards at the Service Commencement Date but the Contractor shall ensure that the relevant part of the System is made compliant if the Contractor makes Changes to the System in respect of the parts of the System which are transferred; and

- (b) **Category B:** the Contractor shall comply with all other Standards except where the Contractor can, to TTL's reasonable satisfaction, justify any non-compliance; and
- (c) **Category C:** the relevant part of the System is either wholly or partially non-compliant with this Standard and the Contractor shall prepare a proposal detailing the activities, costs and programme to achieve and maintain compliance with the Standard and submit the proposal to TTL on the Service Commencement Date. TTL shall consider such proposals and issue a Variation instructing the Contractor how to proceed with regard to this Standard and their associated proposal.

1.2.4 For the avoidance of doubt, where a Standard only applies to a part or parts of the System or Services this is stated in Appendix 1 to this Schedule. Where no limit is stated in Appendix 1 to this Schedule the Standard applies generally to the System and Services as a whole.

### 1.3 Waivers against Mandatory Standards

- 1.3.1 Without prejudice to TTL's rights or remedies under this Contract, where the Contractor believes that it should not have to comply with a particular Mandatory Standard, or that a Mandatory Standard is inappropriate for a particular Device, part of the System or phase of this Contract, then the Contractor may request a compliance waiver from TTL in accordance with this paragraph 1.3.
- 1.3.2 Not less than twenty eight (28) days prior to the date from which the Contractor wishes the relevant Mandatory Standard to be waived, the Contractor shall notify TTL of this and shall provide full details in writing to TTL of the Contractor's justification for such non-compliance. If the Contractor considers that it will not be able to comply with a Mandatory Standard in an emergency situation, the Contractor may provide TTL with a notice stating this and the Contractor's justification for such non-compliance not less than five (5) days prior to the date from which the Contractor wishes the Mandatory Standard to be waived.
- 1.3.3 TTL shall give reasonable consideration to any request submitted by the Contractor pursuant to paragraph 1.3.2 and the Contractor's justifications for non-compliance. In particular, TTL shall give reasonable consideration to instances where the Contractor's justification for non-compliance relates to significant additional costs being incurred by the Contractor in order to maintain compliance with the relevant Mandatory Standard. In all cases, TTL shall, among other things, consider overriding safety considerations. TTL may request, and the Contractor shall promptly provide, such further supporting evidence or documentation that TTL considers necessary in order for TTL to consider the Contractor's request for a waiver.
- 1.3.4 Within twenty (20) Business Days (or such longer period as TTL may reasonably require) of receipt of a request for waiver of a Mandatory Standard from the Contractor in accordance with paragraph 1.3.2, TTL shall notify the Contractor in writing of TTL's decision concerning such waiver. TTL shall, at its discretion, determine whether to grant a waiver and/or whether the granting of a waiver will be subject to any restrictions or time limitations as TTL may in its discretion determine to impose on the Contractor. Any such restrictions or time limitations shall be set out in TTL's response to the Contractor's request for a waiver.

- 1.3.5 For the avoidance of doubt, the Contractor acknowledges that its failure to seek or obtain a waiver in accordance with paragraphs 1.3.2 to 1.3.4 shall in no circumstances be or be deemed to be a Relief Event.

#### 1.4 Mandatory Changes to Standards

- 1.4.1 Without prejudice to Clause 49 (Change of Law), where a Mandatory Standard is updated and/or amended during the Term and its implementation is mandatory in accordance with any Law or the decision of any relevant Regulatory Body (a "**Mandatory Amended Standard**") (for the avoidance of doubt, TTL is not a relevant Regulatory Body for the purposes of this paragraph) then the Contractor shall comply with such Mandatory Amended Standard within the timeframes as dictated by the change in law, provided that where:

- (a) there is a possibility that the implementation of such Mandatory Amended Standard will impact on the day-to-day operation by TTL of its businesses; or
- (b) the implementation of such Mandatory Amended Standard is likely to materially alter the method by which the Contractor provides the Services,

the Contractor shall consult fully with TTL and shall provide such information as TTL may require to Assure TTL that any disruption and the impact of such disruption shall be minimised in implementing such Mandatory Amended Standard.

- 1.4.2 The Contractor shall implement any Mandatory Amended Standard in accordance with paragraph 1.4.1 at no cost to TTL except only in circumstances where the change to the Mandatory Standard is as a direct result of a Change of Law, as defined in Clause 49 (Change of Law). In such circumstances any apportionment of the cost of implementing such Mandatory Amended Standard shall be determined in accordance with Clause 49 (Change of Law).
- 1.4.3 Any other updates to a Mandatory Standard, other than a Mandatory Amended Standard, or updates to other Standards shall be dealt with in accordance with the Variation Procedure set out in Schedule 12.3 (Contract Variation Procedure).









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Reference	Description	Category	Applies to
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]

**Installation & Maintenance Standards**

Standards relating to the methodology and constraints associated with working on Sites:

Reference	Description	Category	Applies to
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Reference	Description	Category	Applies to
[REDACTED]	[REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED]	■	[REDACTED]







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Reference	Description	Category	Applies to
[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	■	[REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	■	[REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	■	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	■	[REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	■	[REDACTED]