

Schedule 8.4 – Access Management

TfL RESTRICTED

Restricted to: TfL Group, Contractor Group and Consultants with NDA

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1 Introduction

1.1 Scope and Purpose

1.1.1 This Schedule 8.4 (Access Management) sets out:

- (a) the conditions on which the Contractor, its Personnel and Sub-Contractors shall have access to TTL Sites during the Term in connection with the Contract including but not limited to in connection with installation and maintenance activities;
- (b) the conditions for user access to the System whether directly or remotely;
- (c) the conditions on which TTL and other persons shall have access to the Contractor Sites; and
- (d) the requirement for the Contractor to prepare, submit and maintain a plan (the "**Access Management Plan**") and associated Documents which shall describe the Contractor's arrangements for planning and gaining access to TTL Sites.

1.1.2 The objectives of this Schedule, which shall be deemed TTL Objectives for purposes of Clause 3 (Objectives), are to ensure that:

- (a) the Contractor has the necessary processes, systems, controls and procedures in place to gain access to TTL Sites and user access to the System in order to perform the Services in accordance with this Contract;
- (b) TTL maintains appropriate security and meets its obligations under the Railways and Other Guided Transport Systems (Safety) Regulations 2006 (as amended from time to time);
- (c) TTL is able to plan and co-ordinate the access of all its contractors to TTL Sites so as to facilitate clear access to the relevant parts of the System and/or IRC System and to ensure that situations with more than one contractor on the relevant TTL Site at any one time are avoided wherever reasonably possible;
- (d) TTL is not prevented from, or restricted in, meeting its obligations to its Customers, Passengers, Personnel, agents, and/or other Third Parties;
- (e) neither the Contractor nor TTL unnecessarily disrupt (whether intentionally or otherwise) the operations at any Site whilst on location at those Sites; and
- (f) TTL is able to exercise its rights pursuant to Clauses 32 (Step In) and 65 (Records, Audit and Inspection), or any other express rights set out elsewhere in this Contract.

1.1.3 The Contractor shall, and shall procure that its Sub-Contractors shall, comply with all processes, training and certifications required pursuant to this Contract to gain access to all relevant TTL Sites.

1.1.4 The Contractor shall, and shall procure that its Sub-Contractors shall, ensure that all Contractor Personnel accessing TTL Sites are aware of and suitably trained (and in any event trained to the standards required pursuant to paragraph 3.3) and inducted to comply with the access requirements at all relevant TTL Sites and user access to the System.

- 1.1.5 The Contractor shall, and shall procure that its Sub-Contractors shall, ensure that Contractor Personnel maintain and install all Assets at all relevant TTL Sites in compliance with the relevant access requirements at all TTL Sites.

1.2 Interpretation

- 1.2.1 In this Schedule:

- (a) **"install"** means lay, position, construct, build, erect and fix to the structure (as appropriate);
- (b) **"maintain"** means inspect, test, maintain, cleanse, repair, rebuild, renew, replace, alter, isolate, protect, disconnect, remove and demolish (as appropriate);
- (c) any reference within this Schedule to **"TTL"** means to:
 - (i) the applicable member of the TTL Group in which is vested:
 - (1) the reversion expectant on the Baker Street Lease or other interest or liability in respect of leased property; or
 - (2) the estate or interest in respect of the part of the Transport Network in question; and
 - (ii) the applicable member of the TTL Group where any right of access or power is granted or reserved to TTL;
- (d) any reference to either TTL or the Contractor exercising access shall be construed as being exercised by them, their employees, agents, Sub-Contractors (as appropriate) and, in any case where either Party has an obligation or is permitted to exercise a right or has the benefit of any matter under this Schedule, it shall in each case be deemed to include or extend to such employees, agents or Sub-Contractors and the Parties shall be responsible for ensuring compliance or observance with the conditions as to such access accordingly; and
- (e) any act, arrangement or action required or necessary to be undertaken by the Contractor to enable it to exercise access shall be undertaken by the Contractor at no additional cost or expense to TTL.

1.3 Documents

- 1.3.1 The Contractor acknowledges and agrees that different access arrangements apply across the TTL Sites. The Contractor shall liaise with the Site Operator from each TTL Site to establish the particular access planning and control requirements relating to that TTL Site.
- 1.3.2 TTL shall issue, from time to time as the information is available and applicable, any or all of the following in response to the Contractor's reasonable requests for access and in accordance with the provisions of this Schedule:
- (a) access procedures and updates;
 - (b) Contract QUENSH Conditions;

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- (c) possession notices;
- (d) permits to work;
- (e) permits to store materials;
- (f) other licences (e.g. hot working, movement of materials within stations, etc);
and
- (g) consent for specified individuals to have user access to clearly defined areas of the System and/or the IRC System.

1.3.3 The Contractor shall prepare, submit to TTL for Assurance and maintain the following Documents in accordance with the requirements of this Schedule:

- (a) the Access Management Plan;
- (b) Emergency Access Records;
- (c) Access Denied Records; and
- (d) other specific documents required by any Site Operators.

2 Access Rights

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3 Access Management

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5 London Underground

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6 Travel Information Centres (TICs)

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[REDACTED]

7 London Overground

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8 Docklands Light Railway (DLR)

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9 Emirates Air Line (EAL) Cable Car

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10 Tram Link

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11 National Rail

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12 TTL Data Centres

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

13 Existing Contractor Data Centres

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

14 Interfacing Party Premises

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15 Contractor Sites

[REDACTED]	[REDACTED]
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