

SILVERTOWN TUNNEL

Volume 3: Project Agreement – Schedules 2 to 31

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

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SCHEDULE 6

INTERESTED PARTIES, THIRD PARTIES AND LIAISON PROCEDURES

Part 1 - Interested Parties

1. General

- 1.1 In complying with its obligations in relation to stakeholder engagement pursuant to the Transferred DCO Functions:
- 1.1.1 Project Co shall take into account and comply with the obligations in Part 1 (*Interested Parties*) and Part 3 (*Liaison Procedures*) of this Schedule 6 (*Interested Parties, Third Parties and Liaison Procedures*); and
 - 1.1.2 where the Transferred DCO Functions and this Part 1 (*Interested Parties*) or Part 3 (*Liaison Procedures*) require a plan or other document of the same name or of substantially the same content, only one plan or document is required to be developed by Project Co to discharge the relevant obligation in this Part 1 (*Interested Parties*) or Part 3 (*Liaison Procedures*) (as applicable) and the relevant Transferred DCO Function.
- 1.2 Subject to paragraph 1.3, Project Co shall communicate with Interested Parties prior to and during the carrying out of the Works, including those Interested Parties listed in Annex 1 (*Initial list of Interested Parties*) of Part 1 (*Initial list of Interested Parties*).
- 1.3 Project Co shall not discuss with Interested Parties (and should instead refer such issues to TfL) any issues relating to:
- 1.3.1 TfL policy matters relating to the Project (such as the user charge, the introduction of new bus routes or the designation of lanes on the Project Roads);
 - 1.3.2 negotiations with landowners affected by the Works, unless such negotiations are part of the scope of the Transferred DCO Functions, the Transferred Third Party Functions or the obligations in Part 3 (*Land Compensation Principles*) of Schedule 4 (*Land Requirements*); and
 - 1.3.3 any other issue or activity not directly related to the carrying out of the Project.
- 1.4 TfL shall, as TfL considers appropriate, maintain an ongoing dialogue with Interested Parties throughout the carrying out of the Works and Project Co shall, on request by TfL, provide reasonable assistance to TfL in relation to its communications with Interested Parties including, but not limited to:
- 1.4.1 providing written briefing materials or other materials which would be useful to TfL in relation to engagement with Interested Parties; and
 - 1.4.2 providing staff resources, including to attend meetings with Interested Parties.
- 1.5 Project Co acknowledges that:
- 1.5.1 the Interested Parties currently known to TfL are listed in Annex 1 (*Initial list of Interested Parties*); and

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Part 1 – Interested Parties

- 1.5.2 to the extent that there may be other Interested Parties not currently known to TfL:
- a. TfL shall inform Project Co as soon as reasonably practicable upon becoming aware of any further Interested Parties; and
 - b. Project Co shall be proactive in identifying other Interested Parties with whom to communicate in regards to the carrying out of the Works in order to comply with this paragraph 1 (*General*).

2. Community Engagement Plan

- 2.1 Within three (3) months of the Effective Date, Project Co shall prepare and submit to TfL under the Review Procedure a community engagement plan which shall include all the matters and comply with all the requirements set out in paragraph 2.7 and the relevant requirements of the Code of Construction Practice (the "**Community Engagement Plan**").
- 2.2 Subject to clause 13.3(f), Project Co shall submit the Community Engagement Plan and any subsequent updates to the Community Engagement Plan to the Local Boroughs for their approval in accordance with the relevant Transferred DCO Functions.
- 2.3 Project Co shall not commence or permit the commencement of any aspect of the physical Works on the Site that have a direct effect on the interests of an Interested Party before the Community Engagement Plan has been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure.
- 2.4 Project Co shall review the Community Engagement Plan on an annual basis and submit to TfL for review under the Review Procedure any changes to the Community Engagement Plan arising from such reviews.
- 2.5 Project Co shall comply with the Community Engagement Plan (including as such may be amended in accordance with paragraph 2.4 and paragraph 2.6) which is endorsed as "received" or "received with comments" by TfL pursuant to the Review Procedure and perform its obligations under this Agreement in accordance with the Community Engagement Plan.
- 2.6 Without prejudice to paragraph 2.4, Project Co may update the Community Engagement Plan at any time and shall submit the revised Community Engagement Plan to TfL under the Review Procedure.
- 2.7 The Community Engagement Plan shall:
- 2.7.1 set out Project Co's proposed branding for all external communications materials with respect to the Works;
 - 2.7.2 set out Project Co's strategy in respect of all public and community relations, publicity, customer services or marketing activities relating to the different phases of the Works;
 - 2.7.3 make clear how Project Co will maximise awareness amongst Interested Parties regarding the specific role of Project Co in delivering the Project so as to avoid any misunderstanding amongst Interested Parties of the respective roles of TfL and Project Co;

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Part 1 – Interested Parties

- 2.7.4 identify how Project Co will ensure compliance with each of the requirements set out in paragraph 3 (*Community Construction Liaison Manager*) to paragraph 11 (*TfL Press Office and communications with media*) (inclusive) and any additional communication requirements within the Transferred DCO Functions;
- 2.7.5 describe how any potential requests for face-to-face meetings from Interested Parties will be accommodated, and how such meetings will be recorded and logged in the Contact Database by Project Co;
- 2.7.6 contain procedures for responding to ad-hoc or unannounced visits to Project Co offices, including the Active Site, which should ensure issues of concern to any such visitors are properly addressed in an appropriate way, having regard to the nature of the complaint, the Works, and Project Co's rights and obligations under this Agreement;
- 2.7.7 identify the Key Interested Parties, which shall include but not be limited to, Members of Parliament, Assembly Members, major businesses and any local residents groups known to Project Co, and set out Project Co's approach to ensuring that communications and relationships with these Key Interested Parties are prioritised and proactively managed;
- 2.7.8 describe how relations with Key Interested Parties will differ from those with other Interested Parties throughout the carrying out of the Works;
- 2.7.9 explain how Project Co will promote the availability of communications bulletins (for the purpose of paragraph 6 (*Communications bulletins*)) to all Interested Parties, and how Interested Parties can register to receive such bulletins;
- 2.7.10 describe the communications channels through which the communications bulletins referred to in paragraph 6 (*Communications bulletins*) will be made available to Interested Parties;
- 2.7.11 identify those issues associated with the Works which Project Co considers are likely to be raised most frequently by Interested Parties during its discussions and provide Project Co's intended response to each of these issues;
- 2.7.12 provide details of public exhibitions to be held to explain the Works prior to Major Works starting (and if required by TfL (acting reasonably), additional exhibitions at later stages of the Works), including the timings of the exhibitions (which shall occur no less frequently than monthly prior to the commencement of the Major Works, or otherwise as approved by TfL), the location of the venues to be used, the nature and content of the material to be made available to visitors to the exhibitions and the methods to be used by Project Co in publicising the exhibitions; and
- 2.7.13 describe how, with the local authorities, community liaison groups and TfL, Project Co will undertake a programme of community engagement to support effective stakeholder and community relations that covers road safety, environmental awareness, local history and encouraging careers in engineering which must also include schools competitions, community involvement by Project Co personnel and support for the partnership between the London Transport Museum and TfL to document and collate the history of the Project.

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Part 1 – Interested Parties

3. Community Construction Liaison Manager

- 3.1 Within three (3) months of the Effective Date, Project Co shall appoint a community construction liaison manager ("**CCLM**") in accordance with this paragraph and the Code of Construction Practice in consultation with TfL regarding the preferred candidate.
- 3.2 Project Co shall ensure that the CCLM meets the skills, knowledge and experience requirements set out in Annex 2 (*Required Skills, Knowledge and Experience of the Community Construction Liaison Manager*).
- 3.3 Project Co shall not appoint a CCLM without prior consultation with TfL in regards to the preferred candidate.
- 3.4 Project Co shall ensure that the CCLM:
 - 3.4.1 develops the Community Engagement Plan and liaises with TfL regarding the endorsement of and any proposed amendments to the Community Engagement Plan under the Review Procedure;
 - 3.4.2 manages the resources required to deliver the Community Engagement Plan;
 - 3.4.3 supports TfL in other community engagement and communications activities as reasonably required and notified by TfL;
 - 3.4.4 engages with local residents, the local business community and other Interested Parties (including in writing or face-to-face) in relation to the Works;
 - 3.4.5 keeps an accurate log of Project Co activity and TfL activity notified to Project Co and any other issues for discussion at project communications meetings with the TfL Communications and Engagement Manager referred to in paragraph 4 (*Reporting Requirements*);
 - 3.4.6 provide monthly updates to TfL regarding the delivery of the Community Engagement Plan and any other associated communications issues with the carrying out of the Works which, in the view of the CCLM could have a material impact on perception of the Project amongst Interested Parties; and
 - 3.4.7 respond to ad-hoc reasonable requests from TfL for updates regarding community liaison issues.

4. Reporting Requirements

- 4.1 Project Co shall:
 - 4.1.1 organise and host monthly meetings (or more or less frequently, as reasonably required by TfL) with the TfL Communications and Engagement Manager to provide updates on progress in delivering the Community Engagement Plan or any other associated communications issues regarding the carrying out of the Works which could have a material impact on perception of the Project amongst Interested Parties;
 - 4.1.2 provide ad hoc updates to the TfL Communications and Engagement Manager outside of the regular meetings referred to in paragraph 4.1.1 as reasonably necessary; and

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Part 1 – Interested Parties

- 4.1.3 set up a database (the "**Contact Database**") of all communications to Interested Parties from Project Co and all communications from Interested Parties to Project Co and make the Contact Database available to TfL at reasonable request, suitably redacted in compliance with the DPA.

5. Community Liaison Groups

- 5.1 Following the commencement of the physical Works on Site, Project Co shall organise and run community liaison groups to provide members of the public, local businesses or other Interested Parties with information about forthcoming construction activities and provide an opportunity for Interested Parties to ask questions about the Works in accordance with the requirements of paragraph 5.2 (the "**Community Liaison Groups**").
- 5.2 The Community Liaison Groups shall:
 - 5.2.1 be located in venues on both the north and south side of the Thames River which are accessible by public transport and by foot and which have a capacity for at least one hundred (100) visitors;
 - 5.2.2 take place every quarter from the date of commencement of the physical works on the Site, until the Permit to Use Date; and
 - 5.2.3 be promoted (such as by e-bulletin or flyer) to potential visitors, to maximise attendance.

6. Communications bulletins

- 6.1 Project Co shall:
 - 6.1.1 draft and submit to the TfL Communications and Engagement Manager for approval quarterly communications bulletins to provide an update in regards to the carrying out of the Works to all residents, businesses and other Interested Parties who expressed an interest in the Works; and
 - 6.1.2 on receipt of written approval from the TfL Communications and Engagement Manager, distribute such bulletins to all residents, businesses in the vicinity of the Project Land and other Interested Parties who have expressed an interest in the carrying out of the Works.
- 6.2 Project Co shall ensure that the content of the bulletins prepared pursuant to paragraph 6.1 is restricted only to matters relating to the carrying out of the Works and does not create a risk of misconception between the responsibilities of Project Co and TfL.

7. Correspondence, telephone calls and other customer services matters during Works

- 7.1 Project Co shall:
 - 7.1.1 provide, operate and publicise a direct, first single point of contact facility for all enquiries from Interested Parties or other members of the public, incident notifications and complaints relating to the Works including communications with Relevant Authorities, agencies, other bodies and third parties in the form of a telephone number:

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- a. to be operated twenty four (24) hours per day every day, from the commencement of physical Works on Site, until the Permit to Use Date; and
 - b. which may be specified by TfL, at its discretion.
- 7.1.2 meet the following performance metrics with respect to the contact facility referred to in paragraph 7.1.1:
 - a. answer seventy per cent (70%) of calls received within thirty (30) seconds, and the remaining thirty (30%) of calls within four (4) minutes; and
 - b. ensure the rate of abandoned calls is below ten per cent (10%);
- 7.1.3 provide and publicise e-mail and written communication facilities, in the form of a dedicated project email address and postal address, for receipt and transmission of customer service enquiries and responses as appropriate;
- 7.1.4 ensure that all customer enquiries, queries, correspondence and complaints received, either directly or via TfL, relating to the Works are acknowledged and responded to courteously and within one (1) Working Day or, insofar as such queries or complaints are not capable of being dealt with in one (1) Working Day, provide a written reply within ten (10) Working Days of the relevant query or complaint being received, with an acknowledgement sent to the correspondent within one (1) Working Day to indicate when they should expect a full response;
- 7.1.5 where reasonably requested by TfL, contribute information to enquiries TfL receives about the Project, and which TfL wishes to respond to directly; and
- 7.1.6 ensure that any correspondence Project Co receives which is not directly related to the Works is referred to TfL within twenty four (24) hours after receipt.

8. Enquiries from Key Interested Parties

- 8.1 Subject to paragraph 8.2, Project Co shall approach Key Interested Parties to facilitate face-to-face meetings, such meetings to take place at a frequency to be discussed with each Key Interested Party.
- 8.2 Unless required to perform its obligations under Part 2 (*Third Parties*) or paragraph 1.1 of Part 3 (*Liaison Procedures*), Project Co shall not communicate directly with the organisations listed below without having first obtained prior written approval from the TfL Communications and Engagement Manager in relation to the form and terms of such communications, save to the extent that Project Co is legally required to do otherwise:
 - 8.2.1 the United Kingdom Parliament or any member thereof;
 - 8.2.2 the EU Parliament or any member thereof;
 - 8.2.3 the Greater London Assembly or any representative thereof;
 - 8.2.4 the Mayor of London;
 - 8.2.5 any London Borough, other than the Local Boroughs;
 - 8.2.6 any Councillor of a London Borough; or

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- 8.2.7 anyone else identified by TfL (acting reasonably).
- 8.3 Project Co shall promptly inform TfL of any communications in connection with the subject matter of this Agreement with:
- 8.3.1 any of the parties referred to in paragraph 8.2; or
- 8.3.2 any other third party where the matters in question might reasonably be expected by Project Co to have political significance, be in the public interest or concern issues of policy or the wider Project.
- 8.4 Where the communications described in paragraph 8.2 are made in writing, Project Co shall provide TfL with copies of the written communications within three (3) Working Days of receipt.
- 9. Project website and social media**
- 9.1 Project Co agrees not to establish any website or social media account which competes with any website or social media account established by TfL which is dedicated to the Project.
- 9.2 Project Co shall provide to TfL all information reasonably required and requested for the purposes of updating the Project website and social media accounts.
- 10. Other community liaison requirements**
- 10.1 Without prejudice to this Part 1 (*Interested Parties*) Project Co shall comply with any community liaison and stakeholder engagement requirements under any Transferred Third Party Function or Transferred DCO Function.
- 11. TfL Press Office and communications with media**
- 11.1 Subject to clause 50.1 (*Restrictions on publicity and public relations*), Project Co shall develop liaison procedures with the TfL Press Office which adopt the following principles:
- 11.1.1 cooperation between Project Co and the TfL Press Office and in relation to the organisation or holding of any event, exhibition or public meeting by Project Co or the TfL Press Office in relation to the Project, the Project Roads or any matters affecting the same and the contents of and participants in such event, exhibition or public meeting; and
- 11.1.2 mutual respect for the respective roles of Project Co and the TfL Press Office in relation to communications with media regarding the Project.

Annex 1 of Part 1 - Initial List of Interested Parties

1. Local authorities		
Barking & Dagenham Council	Bexley Council	Bromley Council
City of London	Dartford Council	Essex County Council
Greenwich Council	Hackney Council	Havering Council
Kent County Council	Lewisham Council	Newham Council
Redbridge Council	Southwark Council	Tower Hamlets Council
Waltham Forest Council	Westminster City Council	
2. Residents associations and civic society		
A2 Dominion Group	Armada Community Project	Asra Housing
Blackheath Society	Britania Village Management Company	Centrepoint
Charlton Central Residents Association	Circle 33	Compass Point Residents Association
CTR Triangle	East Greenwich Residents Association	East Thames Group
Eastney Street TRA	Evelyn Road Residents Association	Family Mosaic
Galleons Point Residents Association	Gallions Housing Association	Gateway Housing Association
Greenwich Creekside Residents Association	Greenwich Millennium Village Association	Greenwich Society
Home from Home HA	Local Space Ltd	London Forum of Amenity & Civic Societies
London Tenants Federation	Look Ahead Housing and Care Ltd	Meridian Community Garden and Allotment
Millennium Primary School	Network Housing Group	Notting Hill Housing Group
One Housing Group	Orchard Tenant & Residents Association	Peabody
Places for People	Southern Housing Group	Tamil Community Housing Association
TARA	The Charlton Society	The Eltham Society
Tom Smith Close TRA	Tower Hamlets Federation of Tenants and Residents	Tower Hamlets Homes
Trafalgar Estate Residents Association	Valley Grove Residents Group	Vanbrugh Park TRA
Virginia Quay Residents Association	Westcombe Society	
3. Third sector		

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Action for Blind People	Action on Hearing Loss (RNID)	Age UK London
Apasen	British Deaf Association (BDA)	British Motorcycling Federation
British Red Cross	Campaign for Better Transport	Canal & River Trust
Charlton Rail Users Group	Chinese Association of Tower Hamlets	Citizens UK
City of Peace Community Church	Community Links Trust	Confederation of Passenger Transport UK
Council for Disabled Children	Cundy Community Association	Disabled Persons Transport Advisory Committee
East End Community Foundation	End Violence Against Women	Environmental Protection UK
Friends of the Earth	Greater London Forum for Older People (GLF)	Green Alliance
Greenpeace	Greenwich Carers Centre	Greenwich Kurdish Community Association
Greenwich Peninsular Chaplaincy	Greenwich United Church	Inclusion London
Independent Disability Advisory Group (IDAG)	Institute for Sustainability	Kasmiri welfare alliance
King's College London	Leaders in Community	Leonard Cheshire Disability
Licensed Taxi Drivers Association	Living Streets	London Cycling Campaign
London Forum of Amenity & Civic Societies	London Somali Community Alliance	London Travel Watch
London Visual Impairment Forum (LVIF)	London Voluntary Service Council	London Wildlife Trust
London Youth	Low Carbon Vehicle Partnership	MENCAP
MiNet/ROTA	National Children's Bureau (NCB)	National Council for Voluntary Youth Services (NCVYS)
National Union of Students	NCVO	No 2 Silvertown
Noise Abatement Society	Partnership for Young London	Passenger Focus
RADAR	Rail Delivery Group (RDG)	REAL
RoadPeace	Royal London Society for the Blind (RLSB)	Salisa Project
SCOPE	Sustrans	Suzy Lamplugh Trust
The Who Cares? Trust	Tower Hamlets Committee of Local Charities	Tower Hamlets Faith
Transport for All	UK Citizens	United Kingdom Disabled People's Council

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University College London	Walk London	Whizz-Kidz
YMCA England	Young Minds	
4. Business groups		
a. Notable local businesses		
Bazalgette Tunnel Limited	British Land	Canary Wharf Group
Emirates Airline (EAL)	ExCel	HSBC
Ikea	John Lewis	London City Airport
O2 (AEG)	Royal Mail	Tarmac
TfL	Thames Water	Westfield
b. Land interests		
AnSCO AEG	ASD (Kloeckner Metals UK)	BirchSites/National Grid
Brenntag	Knight Dragon	Lidoka
Morden College	Greater London Authority (GLA)	Studio 338
U+I Morden Tenant	Waterfront Studios	Nuplex (Silvertown Land Holdings Ltd)
O’Keefe Construction Ltd	EMR (Tenant Keltbray)	EAL
Priority TM	Port of London Authority (PLA)	Southern Gas Networks (SGN)
London Borough of Newham	Royal Borough of Greenwich	London Borough Tower Hamlets
Docklands Light Railway (DLR)	Thames Water	Silvertown Homes Limited
c. Business associations		
Angel AIM	Association for Consultancy and Engineering (ACE)	Association of Newspaper Distributors
British Association of Removers	British Beer & Pub Association	British Retail Consortium
British Vehicle Rental and Leasing Association	Chartered Institution of Highways & Transportation (CIHT)	Civil Engineering Contractors Association (CECA)
Confederation of British Industry (CBI)	East London Business Alliance	EEF (Engineering Employers' Federation)
Federation of Small Businesses (FSB)	Food Storage and Distribution Federation	Independent Shoreditch
Institute of Directors (IoD)	Institution of Civil Engineers (ICE)	Licensed Private Car Hire Association
London Chamber of Commerce and Industry (LCCI)	London First	London Tourist Coach Operators Association (LTCOA)

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Motorcycle Industry Association	National Federation of Retail Newsagents (NFRN)	National Joint Utilities Group Ltd (NJUG)
New London Architecture	Newham Chamber of Commerce	Private Hire Car Association
Society of Motor Manufacturers and Traders (SMMT)	South Bank Employers Group	South East London Chamber of Commerce
Stratford Renaissance Partnership		
5. Transport groups		
Automobile Association (AA)	Central London Freight Quality Partnership	Chartered Institute of Logistics & Transport (CILT)
Community Transport Association (CTA)	CTC	East & South East London Transport Partnership
Freight Transport Association (FTA)	Institute of Advanced Motorists	Intelligent Transport Advisory Group on EU Commission
London Cab Drivers' Club Ltd	London European Partnership for Transport	Motorcycle Action Group
National Motorcycle Council	North London Strategic Alliance	North London Transport Forum
PACTS (Parliamentary Advisory Group for traffic Safety)	RAC Foundation for Motoring	Road Haulage Association (RHA)
6. River stakeholders		
Absolute Party Cruises	Ahoy Sailing & Rowing Centre at Deptford centre	Angersteins Inner Jetty (Days Aggregates)
Angersteins Wharf (Cemex)	Bateaux London	Bennetts Barges
Canal and River Trust	Capital Pleasure Boats	Chas Newens Marine
City Cruises	Classic Yacht Charters	Colliers Launches
Complete Pleasure Boats Limited	Cory Environmental	Crown River Cruises
Cruise London Ltd	Curlew Rowing Club - Greenwich	Docklands Sailing and Watersports Centre
Docklands Wharf (Euromix)	General Marine	Globe Rowing Club
GPS Marine	Greenwich Yacht Club	Heritage Boat Charters
Instone Wharf (ASD Metal Services Ltd)	King Cruises	Livett's Launches
London Party Boats	London RIB Voyages	London River Cruises
Maritime Yacht Charters	MBNA Thames Clippers	Metropolitan Police - Marine Policing Unit

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Murphys Wharf (Hansons)	Nuplex Resin Limited	Peruvian Wharf
Poplar, Blackwall & District Rowing Club	Port of London Authority (PLA)	Princess Pocahontas
Silvertown Homes Limited	River Thames Boat Hire Ltd	Rowing Activities at Trinity Buoy
Royal National Lifeboat Institution (RNLI)	S. Walsh	Sailing Barge Lady Daphne
Thames Barrier Yacht Club	Thames Boats	Thames Clippers
Thames Cruises	Thames Leisure	Thames Pleasure Cruises
Thames RIB Experience	Thames River Boats	Thames River Services
Thames Shipping	Thames Wharf (Keltbray)	TLC - Thames Luxury Charters
Topsail Charters	Topsail Events	Turks Launches
Victoria Dock Entrance	Viscount Cruises	Waverley Excursions
Westminster Party Boats	Wood's Silver Fleet	
7. Political stakeholders		
All GLA Assembly Members	All MPs with a London constituency	
8. Statutory stakeholders		
CCG Bexley	CCG Central London (WESTMINSTER)	CCG City and Hackney
CCG Greenwich	CCG Havering	CCG Hounslow
CCG Lewisham	CCG NHS Central London	CCG Redbridge
Civil Aviation Authority	Crown Estate	Department for Transport
English Heritage	Environment Agency	Greater London Authority (GLA)
Greenwich Clinical Commissioning Group	Health & Safety Executive	Highways Agency
Joint Nature Conservation Committee	London Ambulance Service NHS Trust	London Fire & Emergency Planning Authority
London Fire Brigade	London Fire Brigade (LFEP)	Marine Management Organisation
Maritime and Coast Guard Agency	Metropolitan Police	Metropolitan Police Authority
National Health Service Commissioning Board	Natural England	Newham Clinical Commissioning Group
NHS CCG Bromley	NHS CCG Newham	NHS London Ambulance Service
NHS Tower Hamlets CCG	Port of London Authority	Secretary of State for Defence
Statutory undertakers	Tower Hamlets Clinical Commissioning Group	Trinity House
9. Utilities		

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BT Group plc	Cable & Wireless Communications plc	EDF Energy plc
Ericsson Limited	Interoute Communications Limited	National Grid
Nokia UK	SGN	Telefonica UK Limited
Thames Water Utilities Limited	UK Power Networks	Virgin Media Limited
Vodafone Limited		

**Annex 2 of Part 1 - Required Skills, Knowledge and Experience of the Community
Construction Liaison Manager**

1. Knowledge and qualifications

1.1 The CCLM is required to have the following knowledge and qualifications:

- 1.1.1 degree qualified or equivalent experience, preferably in a communications or business management role;
- 1.1.2 thorough understanding of politics and the political environment in London;
- 1.1.3 thorough knowledge of borough structures and processes; and
- 1.1.4 a good understanding of both the legal and political dimensions to stakeholder engagement and communications.

2. Skills

2.1 The CCLM is required to have the following skills:

- 2.1.1 excellent oral and written communication skills;
- 2.1.2 ability to build relationships quickly and effectively at all levels;
- 2.1.3 ability to effectively represent the Project externally at a senior level (for example to Assembly Members, politicians, resident associations and boroughs), in particular where there is potential for controversy or where contentious topics are anticipated;
- 2.1.4 ability to handle complex political and public relations issues and resolve conflict; and
- 2.1.5 emotional intelligence in dealing with stakeholders.

3. Experience

3.1 The CCLM is required to have the following experience:

- 3.1.1 running a high performance team;
- 3.1.2 external liaison and/or carrying out consultation and leading negotiations at a senior level; and
- 3.1.3 track record of managing people, including establishing individual and departmental priorities, objectives and targets and motivating teams to achieve.

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INTERESTED PARTIES, THIRD PARTIES AND LIAISON PROCEDURES

Part 2 - Third Parties

1. General

1.1 TfL confirms that it has entered into or intends to enter into the Third Party Agreements, being the agreements between TfL and the following parties:

- 1.1.1 GLA Land and Property Limited and Silvertown Homes Limited;
- 1.1.2 GLA Land and Property Limited and Silvertown Homes Limited (in respect of the Carlsberg Tetley site);
- 1.1.3 Silvertown Homes Limited (in respect of the Diverse Ventures site);
- 1.1.4 GLA Land and Property Limited and Silvertown Homes Limited (in respect of the Thames Wharf site)
- 1.1.5 Birch Sites Limited;
- 1.1.6 Brenntag Inorganic Chemicals Limited and Brenntag UK Limited;
- 1.1.7 Knight Dragon Developments Limited, Knight Dragon Investments Limited, Knight Dragon Infrastructure Limited, Ansco Arena Limited, Waterfront GP Limited and Waterfront Partner 1 Limited, GLA Land and Property Limited, Trinity (D) Limited;
- 1.1.8 Southern Gas Networks PLC;
- 1.1.9 Southern Gas Networks (as Utility Provider);
- 1.1.10 Thames Water Utilities Limited;
- 1.1.11 ASD Limited;
- 1.1.12 Waterfront Studios Properties LLP;
- 1.1.13 Docklands Light Railway Limited (in respect of the Docklands Light Railway);
- 1.1.14 Docklands Light Railway Limited (in respect of the Emirates Air Line);
- 1.1.15 London Borough of Tower Hamlets;
- 1.1.16 Royal Borough of Greenwich; and
- 1.1.17 London Underground Limited.

1.2 In this paragraph 1 (*General*), a reference to a "**Third Party**" is a reference to the relevant entity or person that is the counterparty to a Third Party Agreement.

1.3 Project Co:

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Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

- 1.3.1 shall, in carrying out its obligations under this Agreement, comply with, satisfy, carry out and fulfil all of the Transferred Third Party Functions as if it were named as TfL in the relevant provisions of each relevant Third Party Agreement, so as to ensure that TfL is able to fully meet its obligations under each Third Party Agreement or otherwise at law;
 - 1.3.2 may exercise any rights transferred pursuant to clause 12.1(c) as Transferred Third Party Functions;
 - 1.3.3 subject to clause 12.1(i), may not exercise any right or perform any obligation in a Third Party Agreement that is not a Transferred Third Party Function; and
 - 1.3.4 may not exercise any of TfL's rights or discretions under any provisions of those Third Party Agreements which are Retained Third Party Functions, unless agreed by TfL in writing.
- 1.4 Where a Transferred Third Party Function requires Project Co to:
- 1.4.1 liaise with or consult a Third Party, TfL will facilitate any such liaison or consultation; or
 - 1.4.2 provide a document, notice, or information to a Third Party, TfL shall pass on a copy of that document, notice or information to the relevant Third Party within three (3) Working Days of receipt of the same from Project Co in accordance with any applicable notice provisions in the relevant Third Party Agreement,
- unless the Third Party otherwise agrees that it shall deal directly with Project Co (including the service of notices and other communications).
- 1.5 Where a Transferred Third Party Function requires Project Co to provide a document, notice, or information to the Third Party and the Third Party agrees that it will accept such document, notice or information directly from Project Co:
- 1.5.1 subject to paragraph 1.5.2, Project Co shall provide that document, notice or information directly to the Third Party pursuant to the Transferred Third Party Function and shall provide a copy to TfL at the same time; and
 - 1.5.2 Project Co is not required to provide to a Third Party any document, notice or information for which TfL has expressly retained a discretion to issue pursuant to the "Scope of transfer" in the tables in paragraph 3 (*Allocation of Third Party Agreements*).
- 1.6 Where:
- 1.6.1 pursuant to the exercise or discharge of a Transferred Third Party Function, Project Co receives any document, notice or information from a Third Party, Project Co shall, as soon as reasonably practicable, provide a copy of that document, notice or information to TfL; and
 - 1.6.2 TfL receives any document, notice or information from a Third Party pursuant to a Third Party Agreement, TfL shall within three (3) Working Days of receipt of the same, provide a copy of that document, notice or information to Project Co.

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

- 1.7 To the extent that a Third Party Agreement contains a provision pursuant to which the Third Party is stated to make no representation or warranty as to a state of affairs, Project Co agrees that TfL similarly makes no representation or warranty to Project Co in respect of that state of affairs in the same way as if the relevant terms of each Third Party Agreement were set out in full in this Agreement.
- 1.8 TfL acknowledges and agrees that, notwithstanding that the obligations under the Third Party Agreements with respect to confidentiality and confidential information are Transferred Third Party Functions, TfL shall remain bound by the provisions of each Third Party Agreement with respect to confidentiality and confidential information.
- 1.9 Subject to paragraphs 2.3 and 2.4 of this Part 2 (*Third Parties*), where the provisions of a Third Party Agreement are amended or varied after the Bid Date, such matters shall be instructed as a TfL Change pursuant to Part 1 (*TfL Changes*) of Schedule 22 (*Change Procedure*) to the extent such matters amend or vary the terms of this Agreement.
- 2. Transferred Third Party Functions**
- 2.1 The Parties acknowledge that Table 1 (*GLA/Silvertown Homes*) to Table 16 (*Royal Borough of Greenwich*) (inclusive) of paragraph 3 (*Allocation of Third Party Agreements*) set out the Transferred Third Party Functions and Retained Third Party Functions.
- 2.2 For the purposes of the tables in paragraph 3 (*Allocation of Third Party Agreements*):
- 2.2.1 reference to "clause" or "Schedule" is, except where it is expressly stated to the contrary, a reference to such clause or Schedule of this Agreement;
- 2.2.2 reference to "this Third Party Agreement" shall be read as reference to the Third Party Agreement listed in the title of the relevant table containing the relevant provision;
- 2.2.3 terms used in the "Scope of Transfer" column that are capitalised but are not defined in this Agreement have the meaning given to them in the relevant Third Party Agreement;
- 2.2.4 to the extent that a Third Party Agreement prescribes a procedure to be followed, including the service of notices, referral to dispute resolution procedures or the granting of a consent or approval, Project Co shall comply with those procedural provisions of the relevant Third Party Agreement as they relate to the Transferred Third Party Functions; and
- 2.2.5 where, in the "Scope of Transfer" column, a provision of the Third Party Agreement is expressed as being "Transferred from the Effective Date":
- a. the transfer of such provisions shall relate to obligations which arise and are required to be carried out prior to the Effective Date; and
- b. TfL shall be responsible for carrying out, at its cost and expense, all obligations which arise under such provisions which are required to be carried out prior to the Effective Date.
- 2.3 The parties acknowledge that for the purposes of Table 1 (*GLA/Silvertown Homes*) of paragraph 3 (*Allocation of Third Party Agreements*):

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Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

- 2.3.1 the parties to the GLA/SHL Third Party Agreement intend to execute a deed of variation which will amend and restate the current GLA/SHL Third Party Agreement;
- 2.3.2 conformed copies of the proposed amended and restated sections of the GLA/SHL Third Party Agreement are set out in Annex 1 (*Proposed amended and restated sections of the GLA/SHL Third Party Agreement*) of this Part 2 (*Third Parties*);
- 2.3.3 Table 1 (*GLA/Silvertown Homes*) of paragraph 3 (*Allocation of Third Party Agreements*) reflects the proposed amended and restated GLA/SHL Third Party Agreement; and
- 2.3.4 notwithstanding paragraph 1.9 of this Part 2 (*Third Parties*), TfL shall only be required to instruct a TfL Change pursuant to Part 1 (*TfL Changes*) of Schedule 22 (*Change Procedure*) where the terms of the GLA/SHL Third Party Agreement as set out in Annex 1 (*Proposed amended and restated sections of the GLA/SHL Third Party Agreement*) of this Part 2 (*Third Parties*) are varied and only to the extent such matters amend or vary any of the Transferred Third Party Functions set out in Table 1 (*GLA/Silvertown Homes*).
- 2.4 The parties acknowledge that for the purposes of Table 12 (*Waterfront Studios*) of paragraph 3 (*Allocation of Third Party Agreements*):
- 2.4.1 TfL and Waterfront Studios Properties LLP intend to execute a copy of the agreement in the form set out in Annex 2 (*Draft Waterfront Agreement*) to this Part 2 (*Third Parties*);
- 2.4.2 Table 12 (*Waterfront Studios*) of paragraph 3 (*Allocation of Third Party Agreements*) reflects the version of the agreement *between TfL and Waterfront Studios Properties LLP* as set out in Annex 2 (*Draft Waterfront Agreement*) to this Part 2 (*Third Parties*);
- 2.4.3 notwithstanding paragraph 1.9 of this Part 2 (*Third Parties*), TfL shall not be required to instruct a TfL Change pursuant to Part 1 (*TfL Changes*) of Schedule 22 (*Change Procedure*) unless:
- a. the completed terms of the agreement between TfL and Waterfront Studios Properties LLP vary from the terms of the agreement as set out in Annex 2 (*Draft Waterfront Agreement*) of this Part 2 (*Third Parties*) and only to the extent such matters amend or vary any of the Transferred Third Party Functions set out in Table 12 (*Waterfront Studios*); or
- b. the draft agreement set out in Annex 2 (*Draft Waterfront Agreement*) of this Part 2 (*Third Parties*) is not completed.
- 2.4.4 Within [10] Working Days of written notice by TfL to Project Co that the agreement between TfL and Waterfront Studios LLP has completed, Project Co shall execute a deed of covenant in the form set out in Annex 3 (*Deed of Covenant*) to this Part 2 (*Third Parties*) in favour of Waterfront Studios LLP and deliver to TfL a certified copy of the same.

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

- 2.5 The parties acknowledge that for the purposes of Table 3 (*Thames Wharf Site Lease*) and Table 4 (*Diverse Ventures Site Lease*) of paragraph 3 (*Allocation of Third Party Agreements*):
- 2.5.1 TfL and GLA Land and Property Limited intend to execute a copy of the lease in the form set out in Annex 4 (*Thames Wharf Site Lease*) to this Part 2 (*Third Parties*) ("**Thames Wharf Site Lease**");
- 2.5.2 TfL and Silvertown Homes Limited intend to execute a copy of the lease in the form set out in Annex 5 (*Diverse Ventures Site Lease*) to this Part 2 (*Third Parties*) ("**Diverse Ventures Site Lease**");
- 2.5.3 Table 3 (*Thames Wharf Site Lease*) and Table 4 (*Diverse Ventures Site Lease*) of paragraph 3 (*Allocation of Third Party Agreements*) reflects the versions of the Thames Wharf Site Lease and Diverse Ventures Site Lease as set out in Annex 4 (*Thames Wharf Site Lease*) and Annex 5 (*Diverse Ventures Site Lease*) to this Part 2 (*Third Parties*);
- 2.5.4 notwithstanding paragraph 1.9 of this Part 2 (*Third Parties*), TfL shall not be required to instruct a TfL Change pursuant to Part 1 (*TfL Changes*) of Schedule 22 (*Change Procedure*) unless:
- a. the completed terms of the Thames Wharf Site Lease or the Diverse Ventures Site Lease vary from the terms as set out in Annex 4 (*Thames Wharf Site Lease*) and Annex 5 (*Diverse Ventures Site Lease*) of this Part 2 (*Third Parties*) and only to the extent such matters amend or vary any of the Transferred Third Party Functions set out in Table 3 (*Thames Wharf Site Lease*) or Table 4 (*Diverse Ventures Site Lease*); or
 - b. the draft leases set out in in Annex 4 (*Thames Wharf Site Lease*) or Annex 5 (*Diverse Ventures Site Lease*) of this Part 2 (*Third Parties*) are not completed.

2A. Enforcement

- 2A.1 Without prejudice to the Transferred Third Party Functions and Project Co's obligations under this Agreement, Project Co may, in the name of TfL, initiate and conduct any negotiations with the relevant counterparty to a Third Party Agreement in relation to a Transferred Third Party Function and commence and pursue any proceedings against the counterparty in relation to a Transferred Third Party Function in accordance with the terms of the relevant Third Party Agreement provided that Project Co shall:
- 2A.1.1 exercise such rights at Project Co's own expense;
- 2A.1.2 keep TfL fully and properly informed on a monthly basis of all such actions including the progress thereof;
- 2A.1.3 not be entitled to make or resist any claim before any court unless it has been advised by leading counsel, after disclosure of relevant information and documents, that it is reasonable to make or resist such claim in the manner proposed by Project Co;
- 2A.1.4 indemnify TfL and, where required by TfL, provide TfL with security on terms reasonably satisfactory to TfL, against all Losses which TfL may suffer or incur as a result of, or in connection with, any such actions.

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Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

2A.2 Where Project Co takes any such action pursuant to paragraph 2A.1:

2A.2.1 Project Co shall be entitled to take the benefit of any amounts recovered from any Third Party under the relevant Third Party Agreement to the extent that it relates to a Transferred Third Party Function; and

2A.2.2 TfL shall:

a. in so far as it is lawfully able and empowered to do so (but not further or otherwise), as principal take such steps as Project Co may reasonably request and TfL is reasonably able to take to enforce such rights and powers as TfL may have under the relevant Third Party Agreement in respect of the Transferred Third Party Functions; and

b. promptly pay to Project Co any amounts which TfL recovers or is legally entitled to retain from any payments due to any Third Party under the relevant Third Party Agreement to the extent it relates to a Transferred Third Party Function.

2A.3 Where a dispute arises under a Third Party Agreement in relation to a Transferred Third Party Function, and Project Co does not elect to exercise its rights pursuant to paragraph 2A.1, Project Co acknowledges and agrees that:

2A.3.1 TfL shall be entitled to participate in; and

2A.3.2 as and when notified by TfL, TfL shall be entitled to manage,

the relevant dispute in its capacity as counterparty to the Third Party Agreement, notwithstanding that the dispute resolution clause of the applicable Third Party Agreement has been transferred to Project Co pursuant to paragraph 3 (*Allocation of Third Party Agreements*).

Silvertown Tunnel

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

3. Allocation of Third Party Agreements

Table 1: GLA/Silvertown Homes

Table 2: GLA Silvertown Homes (Carlsberg Tetley Site Lease)

Table 3: GLA (Thames Wharf Site Lease)

Table 4: Silvertown Homes Limited (Diverse Ventures Site Lease)

Table 5: Birch Sites Limited

Table 6: Brenntag

Table 7: Knight Dragon Developments Limited and others

Table 8: Southern Gas Networks PLC

Table 9: SGN (as Utility Provider) Side Agreement

Table 10: Thames Water Utilities Limited Protective Provisions Side Agreement

Table 11: ASD Limited

Table 12: Waterfront Studios

Table 13: Docklands Light Railway

Table 14: Emirates Air Line

Table 15: London Borough of Tower Hamlets

Table 16: Royal Borough of Greenwich

Table 17: London Underground Limited

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TfL Restricted

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Part 2 Clause 2: Compensation and Obligations relating to the order			
2.1	✓		
2.2	✓		
2.3	✓		
2.4	✓		
2.5	✓		
2.6	✓		
Part 2 Clause 3: Timing and Extent of Acquisition of Land			
3.1	✓		
3.2	✓		
3.3	✓		
3.4	✓		
3.5	✓		

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
3.6	✓		
3.7	✓		
3.8	✓		
3.9	✓		
3.10	✓		
Part 2 Clause 4: Compensation for Compulsory Acquisition of Permanent Land			
4.1	✓		
4.2	✓		
4.3	✓		
4.4	✓		
4.5	✓		
Part 3 Clause 5: Grant of Site Leases			
5.1	✓		
5.2	✓		

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
5.3	✓		
5.4	✓		
5.5	✓		
5.6	✓		
5.7	✓		
5.8	✓		
5.9	✓		
5.10	✓		
Part 3 Clause 6: Local Land Charges Etc.			
6.1	✓		
6.2	✓		
6.3	✓		
6.4	✓		
6.5	✓		

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
6.6	✓		
6.7	✓		
6.8	✓		
Part 3 Clause 7: Title and 1954 Act			
7.1	✓		
7.2	✓		
7.3	✓		
7.4	✓		
7.5	✓		
7.6	✓		
7.7	✓		
7.8	✓		
7.9	✓		
7.10	✓		

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
7.11		✓	Transferred from the Effective Date
7.12	✓		
Part 4 Clause 8: Access for Rights for Landowners			
8.1		✓	Transferred from Effective Date
8.2		✓	Transferred to the extent relevant to any losses of Project Co
8.3		✓	Transferred from Effective Date
Part 4 Clause 9: Subsequent Development			
9.1		✓	Transferred from the Effective Date
9.2		✓	Transferred from the Effective Date
Part 4 Clause 10: Passive Provision to Facilitate Proposed Development of the Land			
10.1		✓	Full transfer
10.2		✓	Full transfer
Part 4 Clause 11: Stakeholder Design Consultation Group			
		✓	Full transfer

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Part 4 Clause 12: D&C Contractor Warranty, Project Co and TfL’s Liability for the TfL Works			
12.1		✓	Full transfer
12.2		✓	Full transfer
12.3	✓		
12.4	✓		
12.5		✓	Full Transfer
12.6	✓		
Part 4 Clause 13: Intellectual Property			
13.2	✓		
13.3	✓		
13.4		✓	Full transfer
Part 4 Clause 14: Permanent Land Deed			
14.1	✓		
14.2	✓		

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Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
14.3	✓		
14.4	✓		
14.5	✓		
14.6	✓		
14.7	✓		
14.8	✓		
Part 5 Clause 15: TfL Works and Other Works			
15		✓	Full transfer
Part 5 Clause 16: River Wall Works			
16.1		✓	Full transfer
16.2	✓		
16.3	✓		
16.4	✓		
16.5		✓	Full transfer

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TfL Restricted

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
16.6	✓		
16.7		✓	Transferred to the extent that the lapsing of the Initial Consent (as defined in the GLA/SHL Third Party Agreement) is the result of a delay caused by Project Co
Part 5 Clause 17: NOT USED			
Part 5 Clause 18: SPOIL			
18.1	✓		
18.2	✓		
18.3	✓		
18.4		✓	Transferred in relation to the obligation not to impede the Landowners or the D&C Contractor only
Part 5 Clause 19: Land Raising			
		✓	Full transfer
Part 5 Clause 20: Power Works Supply			
	✓		
Part 5 Clause 21: General Obligations in Relation to the TfL Works			

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Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
21.2 NOT USED			
21.3 NOT USED			
21.4 NOT USED			
21.5	✓		
21.6		✓	Full transfer
21.7		✓	Full transfer
21.8.1	✓		
21.8.2	✓		
21.9.1		✓	Full transfer
21.9.2		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
21.9.3	✓		
21.9.4	✓		
21.10		✓	Full Transfer
21.11	✓		
Part 5 Clause 22: General Obligations in Relation to the TfL Works – Miscellaneous			
22.1		✓	Transferred from the Effective Date
22.2	✓		
22.3	✓		
22.4	✓		
Part 5 Clause 23: Issue of the Handover Certificates in Relation to the TfL Works			
23.2	✓		
23.3		✓	Transferred in respect of the obligation to cooperate with Landowners under clause 23.3 of this Third Party Agreement only
23.4.1	✓		
23.4.2		✓	Full transfer

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Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
23.5	✓		
Part 5 Clause 24: Date of Permit to Use			
24.1		✓	Full transfer
24.2		✓	Full transfer
Part 5 Clause 25: Defects			
25.1		✓	Full transfer
25.2		✓	Full transfer
25.3		✓	Full transfer
Part 6 Clause 26: Grant of the Surplus Land Lease(s)			
26.2	✓		
26.3	✓		
26.4	✓		
26.5	✓		
26.6	✓		

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
26.7	✓		
26.8	✓		
Part 6 Clause 27: Local Land Charges Etc.			
27.1	✓		
27.2	✓		
27.3	✓		
27.4	✓		
27.5	✓		
Part 6 Clause 28: Title			
28.1	✓		
28.2	✓		
Part 7 Clause 29: Variations			
	✓		
Part 7 Clause 30: Co-Operation and Dispute Resolution			

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
30.1		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
30.2		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
30.3		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
30.4		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
30.5		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
30.6		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
30.7		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
Part 7 Clause 31: Rights of Third Parties			
	✓		
Part 7 Clause 32: Dealings and Parties Obligations			
32.1	✓		
32.2	✓		

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
32.3	✓		
Part 7 Clause 33: Notices			
33.1		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
33.2		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
Part 7 Clause 34: Termination			
34.1	✓		
34.2	✓		
34.3	✓		
34.4	✓		
Part 7 Clause 35: Value Added Tax			
35.1	✓		
35.2	✓		
35.3	✓		
35.4	✓		

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Part 7 Clause 36: Indemnities			
36.1		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
36.2		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
36.3		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
36.4		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
Part 7 Clause 37: Non-Merger			
	✓		
Part 7 Clause 38: Interest			
	✓		
Part 7 Clause 39: Law and Jurisdiction			
39.1		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
39.2		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Part 7 Clause 40: Entire Agreement, Representations and Declarations			
40.1	✓		
40.2	✓		
40.3	✓		
Part 7 Clause 42: No Partnership			
	✓		
Part 7 Clause 43: Variation and Waiver			
43.1	✓		
43.2	✓		
Part 7 Clause 44: No Fetter or TfL Discretion			
	✓		
Part 7 Clause 45: Schedules			
		✓	Transfer to extent that schedules include Transferred Third Party Functions under this Third Party Agreement
Part 7 Clause 46: Environmental Investigation			

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
46.1	✓		
46.2	✓		
46.3	✓		
Part 7 Clause 47: Landowners' Costs			
47.1	✓		
47.2	✓		
Part 7 Clause 48: Articles of Antiquarian Interest			
48.		✓	Full transfer
Schedule 1 Clause 2: Construction Documentation			
2.1		✓	Full transfer
2.2		✓	Full transfer
2.3		✓	Full transfer
Schedule 1 Clause 3: To Obtain and Maintain Relevant Consents			
3.1		✓	Full transfer
3.2		✓	Full transfer

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Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
3.3		✓	Full transfer
Schedule 1 Clause 4: To Carry Out the TfL Works			
4.1		✓	Full transfer
4.2		✓	Full transfer
Schedule 1 Clause 5: Site Investigation Report and Remediation			
		✓	Full transfer
Schedule 1 Clause 6: CDM Regulations			
		✓	Full transfer
Schedule 1 Clause 7: Health and Safety File			
7.1		✓	Full transfer
7.2		✓	Full transfer
7.3		✓	Full transfer
Schedule 1 Clause 8: TfL to Provide Information			
8.1		✓	Full transfer
8.2		✓	Full transfer

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Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Schedule 1 Clause 9: Planning Agreements			
	✓		
Schedule 1 Clause 10: Works Land at Developer’s Risk			
10.1		✓	Full transfer (save as expressly stated otherwise in this Agreement)
10.2		✓	Full transfer
Schedule 1 Clause 11: No Liability for the Landowners in Relation to the Works			
		✓	Full transfer
Schedule 1 Clause 12: Development to Comply with Statutory Requirements			
12.1		✓	Full transfer
12.2		✓	Full transfer
Schedule 1 Clause 13: Developer to Comply with Environmental Law			
		✓	Full transfer
Schedule 1 Clause 14: To Divert Services Etc. and Give Notice of Demolition			
14.1		✓	Full transfer
14.2		✓	Full transfer

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Schedule 1 Clause 15: Highways and Adjoining Buildings			
15.1		✓	Full transfer
15.2		✓	Full transfer
Schedule 1 Clause 16: Not to Cause any Nuisance			
16.1		✓	Full transfer
16.2		✓	Full transfer
Schedule 1 Clause 17: Insurance			
		✓	Full transfer
Schedule 1 Clause 18: Not to Vitate Policies			
		✓	Full transfer
Schedule 1 Clause 19: Articles of Antiquarian Interest			
		✓	Full transfer
Schedule 1 Clause 20: Maintaining the TfL Works			
		✓	Full transfer
Schedule 1 Clause 21: Supervision of the Works and Security			

TfL Reference: tfl_scp_001527

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
21.1		✓	Full transfer
21.2		✓	Full transfer
Schedule 1 Clause 22: Results of Tests			
		✓	Full transfer
Schedule 1 Clause 23: Obligations to Neighbours			
		✓	Full transfer
Schedule 1 Clause 24: To Prevent Easements			
	✓		
Schedule 2 Clause 1: Apportionments			
1.1	✓		
1.2	✓		
1.3	✓		
Schedule 2 Clause 2: Outstanding Monies			
2.1	✓		
2.2	✓		

TfL Reference: tfl_scp_001527

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 1: GLA/Silvertown Homes

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
2.3	✓		
2.4	✓		
2.5	✓		
Schedule 2 Clause 3: Rent Authority Letters			
	✓		
Schedule 2 Clause 4: Rent Deposits			
4.1	✓		
4.2	✓		
Schedule 2 Clause 5: Cable Car Lease			
5.1	✓		
5.2	✓		
5.3	✓		
Schedule 2 Clause 6: Deed of Covenant			
	✓		
Schedule 3: Not used			

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Schedule 4 Clause 1: Calculation			
1.1	✓		
1.2	✓		
Schedule 4 Clause 2: Disputes			
2.1	✓		
2.2	✓		

Table 2: GLA Silvertown Homes (Carlsberg Tetley Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
3. Letting and Rents			
3.1	✓		
3.2	✓		
3.3	✓		
3.4	✓		
3.5	✓		
4. Tenant's Obligations			
4.1	✓		
4.2	✓		
4.3		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.3 of this Third Party Agreement
4.4		✓	Full transfer
4.5		✓	Full transfer
4.6		✓	Full transfer

TfL Reference: tfl_scp_001527

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 2: GLA/Silvertown Homes (Carlsberg Tetley Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.7		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
4.8	✓		
4.9		✓	Full transfer
4.10		✓	Full transfer
4.11	✓		
4.12		✓	Full transfer
4.13.1	✓		
4.13.2	✓		
4.13.3	✓		
4.13.4		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
4.13.5	✓		
4.14		✓	Full transfer
4.15		✓	Full transfer

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Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 2: GLA/Silvertown Homes (Carlsberg Tetley Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.16		✓	Full transfer
4.17		✓	Full transfer
4.18		✓	Full transfer
4.19		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
4.20.1(A) (1)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.1(A) (2)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.1(B) (1)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.1(B) (2)		✓	Transferred in respect of all temporary structures, foundations, services and any other items or matters which have been installed by Project Co and which are temporary in nature and until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement.
4.20.1(B) (3)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement

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Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 2: GLA/Silvertown Homes (Carlsberg Tetley Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.20.1(B) (4)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.1(B) (5)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.1(B) (6)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.2		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.3		✓	Full transfer
4.20.4	✓		
4.21	✓		
4.22.1		✓	Transferred until the earlier of: (a) the expiry of the relevant Defects Rectification Period; and (b) the expiry of this Third Party Agreement, save where any damage to the River Wall was not caused by Project Co or any Project Co Related Party
4.22.2		✓	Full transfer

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.22.3		✓	Full transfer
4.23		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
5. Landlord's Obligations			
5.1		✓	Full transfer
5.2.1		✓	Full transfer
5.2.2	✓		
5.2.3		✓	Full transfer
5.2.4		✓	Full transfer
5.3	✓		
5.4	✓		
6. Other Agreements and Declarations			
6.1	✓		
6.2	✓		

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 2: GLA/Silvertown Homes (Carlsberg Tetley Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
6.3		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
6.4		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
6.5	✓		
6.6	✓		
6.7	✓		
6.8	✓		
6.9		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
6.10	✓		
6.11	✓		
6.12	✓		
6.13	✓		
6.14	✓		

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 2: GLA/Silvertown Homes (Carlsberg Tetley Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
6.15		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
Schedule 1 Part 1: The Premises			
	✓		
Schedule 1 Part 2: Exceptions and Reservations			
1.	✓		
2.	✓		
3.	✓		
4.	✓		
5.	✓		
6.		✓	Full transfer
7.		✓	Full transfer
8.		✓	Full transfer
Schedule 1 Part 3: Rights Granted			
1.	✓		

TfL Reference: tfl_scp_001527

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 2: GLA/Silvertown Homes (Carlsberg Tetley Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
2.	✓		
Schedule 2 Clause 3: Notification of Rent Review			
3.1	✓		
3.2	✓		
Schedule 2 Clause 4: Changes to the RPI			
4.1	✓		
4.2	✓		
Schedule 2 Clause 5: Payments on Account			
5.1	✓		
5.2	✓		
Schedule 2 Clause 6: Restrictions on review			
6.	✓		
Schedule 2 Clause 7: Memorandum of Yearly Rent			
7.	✓		

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Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 2: GLA/Silvertown Homes (Carlsberg Tetley Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Schedule 2 Clause 8: Disputes			
8.1	✓		
8.2	✓		
Schedule 2 Clause 9: Stage 2 Additional Rent Amount			
9.1	✓		
9.2	✓		
9.3	✓		
Schedule 2 Clause 10: Stage 3 Additional Rent Amount			
10.1	✓		
10.2	✓		
10.3	✓		
Schedule 3: Covenants Etc.			
	✓		
Schedule 4: Occupational Interests			

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
	✓		

Table 3: GLA (Thames Wharf Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
3. Lettings and Rents			
3.1	✓		
3.2	✓		
3.3	✓		
4. Tenant's Obligations			
4.1	✓		
4.2	✓		
4.3		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.3 of this Third Party Agreement
4.4		✓	Full transfer
4.5		✓	Full transfer
4.6		✓	Full transfer
4.7		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement

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TfL Restricted

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 3: GLA (Thames Wharf Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.8	✓		
4.9		✓	Full transfer
4.10		✓	Full transfer
4.11	✓		
4.12		✓	Full transfer
4.13.1	✓		
4.13.2	✓		
4.13.3	✓		
4.13.4		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
4.13.5	✓		
4.14		✓	Full transfer
4.15		✓	Full transfer
4.16		✓	Full transfer

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TfL Restricted

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.17		✓	Full transfer
4.18		✓	Full transfer
4.19		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
4.20.1(A) (1)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.1(A) (2)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.1(B) (1)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.1(B) (2)		✓	Transferred in respect of all temporary structures, foundations, services and any other items or matters which have been installed by Project Co and which are temporary in nature and until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement.
4.20.1(B) (3)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.1(B) (4)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement

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TfL Restricted

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.20.1(B) (5)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.1(B) (6)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.2		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.3		✓	Full transfer
4.20.4	✓		
4.21	✓		
4.22		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
5. Landlord's Obligations			
5.1		✓	Full transfer
5.2	✓		
5.3	✓		
6. Other Agreements and Declarations			

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 3: GLA (Thames Wharf Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
6.1	✓		
6.2	✓		
6.3		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
6.4		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
6.5	✓		
6.6	✓		
6.7	✓		
6.8	✓		
6.9		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
6.10	✓		
6.11	✓		
6.12	✓		
6.13	✓		

TfL Reference: tfl_scp_001527

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 3: GLA (Thames Wharf Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
6.14		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
Schedule 1 Part 1: The Premises			
	✓		
Schedule 1 Part 2: Exceptions and Reservations			
1.	✓		
2.	✓		
3.	✓		
4.	✓		
5.	✓		
6.		✓	Full transfer
Schedule 1 Part 3: Rights Granted			
1.	✓		
Schedule 2 Clause 3: Notification of the Review Rent			
3.1	✓		

TfL Reference: tfl_scp_001527

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 3: GLA (Thames Wharf Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
3.2	✓		
Schedule 2 Clause 4: Changes to the RPI			
4.1	✓		
4.2	✓		
Schedule 2 Clause 5: Payments on Account			
5.1	✓		
5.2	✓		
Schedule 2 Clause 6: Restrictions on Review			
	✓		
Schedule 2 Clause 7: Memorandum of Yearly Rent			
	✓		
Schedule 2 Clause 8: Disputes			
8.1	✓		
8.2	✓		

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Schedule 3: Covenants Etc.			
	✓		
Schedule 4: Occupational Interests			
	✓		

Table 4: Silvertown Homes Limited (Diverse Ventures Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
3. Letting and Rents			
3.1	✓		
3.2	✓		
3.3	✓		
4. Tenant's Obligations			
4.1	✓		
4.2	✓		
4.3		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.3 of this Third Party Agreement
4.4		✓	Full transfer
4.5		✓	Full transfer
4.6		✓	Full transfer
4.7		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement

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TfL Restricted

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 4: Silvertown Homes Limited (Diverse Ventures Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.8	✓		
4.9		✓	Full transfer
4.10		✓	Full transfer
4.11	✓		
4.12		✓	Full transfer
4.13.1	✓		
4.13.2	✓		
4.13.3	✓		
4.13.4		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
4.13.5	✓		
4.14		✓	Full transfer
4.15		✓	Full transfer
4.16		✓	Full transfer

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TfL Restricted

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 4: Silvertown Homes Limited (Diverse Ventures Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.17		✓	Full transfer
4.18		✓	Full transfer
4.19		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
4.20.1(A) (1)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.1(A) (2)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.1(B) (1)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.1(B) (2)		✓	Transferred in respect of all temporary structures, foundations, services and any other items or matters which have been installed by Project Co and which are temporary in nature and until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement.
4.20.1(B) (3)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.1(B) (4)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement

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TfL Restricted

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 4: Silvertown Homes Limited (Diverse Ventures Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.20.1(B) (5)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.1(B) (6)		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.2		✓	Transferred until such time as TfL issues a Handover Certificate for any Section of the Site relevant to clause 4.20 of this Third Party Agreement
4.20.3		✓	Full transfer
4.20.4	✓		
4.21	✓		
4.22.1		✓	Transferred until the earlier of: (a) the expiry of the relevant Defects Rectification Period; and (b) the expiry of this Third Party Agreement, save where any damage to the River Wall was not caused by Project Co or any Project Co Related Party
4.22.2		✓	Full transfer
4.22.3		✓	Full transfer

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.23		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
5. Landlord's Obligations			
5.1		✓	Full transfer
5.2.1		✓	Full transfer
5.2.2	✓		
5.2.3		✓	Full transfer
5.2.4		✓	Full transfer
6. Other Agreements and Declarations			
6.1	✓		
6.2	✓		
6.3		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
6.4		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
6.5	✓		

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Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 4: Silvertown Homes Limited (Diverse Ventures Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
6.6	✓		
6.7	✓		
6.8	✓		
6.9		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
6.10	✓		
6.11	✓		
6.12	✓		
6.13	✓		
6.14	✓		
6.15		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
Schedule 1 Part 1: The Premises			
	✓		
Schedule 1 Part 2: Exceptions and Reservations			

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TfL Restricted

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 4: Silvertown Homes Limited (Diverse Ventures Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
1.	✓		
2.	✓		
3.	✓		
4.	✓		
5.	✓		
6.		✓	Full transfer
Schedule 1 Part 3: Rights Granted			
1.	✓		
Schedule 2 Clause 3: Notification of the Review Rent			
3.1	✓		
3.2	✓		
Schedule 2 Clause 4: Changes to the RPI			
4.1	✓		
4.2	✓		

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Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 4: Silvertown Homes Limited (Diverse Ventures Site Lease)

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Schedule 2 Clause 5: Payments on Account			
5.1	✓		
5.2	✓		
Schedule 2 Clause 6: Restrictions on Review			
	✓		
Schedule 2 Clause 7: Memorandum of Yearly Rent			
	✓		
Schedule 2 Clause 8: Disputes			
8.1	✓		
8.2	✓		
Schedule 3: Covenants Etc.			
	✓		
Schedule 4: Occupational Interests			
	✓		

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Table 5: Birch Sites Limited

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
2. General Obligations			
2.1		✓	Transferred to the extent that this clause applies to the other Transferred Third Party Functions under this Third Party Agreement
2.2	✓		
2.3		✓	Transferred in respect of the Transferred DCO Functions
2.4		✓	Full transfer
2.5		✓	Transferred in accordance with clause 5.10 (<i>Code of Construction Practice</i>) of this Agreement
2.6	✓		
3. Surveys			
3.1		✓	Transferred in relation to access required from the Effective Date
5. Accesses			
5.1		✓	Full transfer
5.2	✓		
5.3	✓		

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
6. Retaining Wall			
6.1		✓	Transferred from the Effective Date
6.2		✓	Transferred from the Effective Date
6.3		✓	Transferred in relation to monitoring to be undertaken during construction only from the Effective Date
6.4.1	✓		
6.4.2		✓	Transferred in relation to monitoring to be undertaken during construction only from the Effective Date
6.4.3		✓	Transferred in relation to monitoring to be undertaken during construction only from the Effective Date
6.4.4		✓	Transferred in relation to monitoring to be undertaken during construction only from the Effective Date
6.5		✓	Transferred in respect of the installation and operation of the construction monitoring equipment and the operation of the baseline monitoring equipment only from the Effective Date
6.6		✓	Transferred from the Effective Date
6.7		✓	Full transfer
6.8		✓	Full transfer

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
6.9	✓		
6.10	✓		
6.11.1	✓		
6.11.2		✓	Full transfer
6.12		✓	Full transfer
6.13		✓	Full transfer
6.14		✓	Full transfer
6.15		✓	Full transfer
6.16		✓	Full transfer
6.17		✓	Transferred in relation to the other Transferred Third Party Functions under clause 6 of this Third Party Agreement
7. Remediation			
7.1	✓		
7.2	✓		
7.3	✓		

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
7.4	✓		
7.5	✓		
7.6	✓		
8. Compensation			
8.1	✓		
9. Restriction on Fire Escape Land			
9.1	✓		
10. Easement			
10.1	✓		
10.2	✓		
11. Restrictive Covenant			
11.1	✓		
11.2	✓		
11.3	✓		

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
11.4	✓		
11.5	✓		
12. Notice of Severance			
12.1	✓		
12.2	✓		
13. Liability of Birch in respect of Birch Land			
13.2	✓		
13.3		✓	Transferred, in relation to a Section of the Site affected by this Third Party Agreement, from the relevant Site Access Date for such Section of the Site
13.4.1		✓	Full transfer
13.4.2		✓	Transferred from the Effective Date
13.5		✓	Transferred, in relation to a Section of the Site affected by this Third Party Agreement, from the relevant Site Access Date for each Section of the Site,
13.6		✓	Transferred, in relation to a Section of the Site affected by this Third Party Agreement, from the relevant Site Access Date for such Section of the Site,
13.7		✓	Transferred, in relation to a Section of the Site affected by this Third Party Agreement, from the relevant Site Access Date for such Section of the Site
13.8		✓	Transferred in accordance with clause 5.10 (<i>Code of Construction Practice</i>) of this Agreement

TfL Reference: tfl_scp_001527

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
13.9		✓	Transferred to the extent such compensation is the responsibility of Project Co in Schedule 4 (<i>Land Requirements</i>)
14. Transfer of Powers			
14.1	✓		
14.2	✓		
15. Liaison, Consultation and Provision of Information			
15.1		✓	Transferred from the Effective Date and in respect of the Relevant Works only
15.2		✓	Transferred from the Effective Date
15.3.1		✓	Transferred from the Effective Date
15.3.2		✓	Full transfer
15.4		✓	Transferred from the Effective Date
16. Right of Support			
16.1	✓		
17. Confidentiality			
17.1		✓	Transferred from the Effective Date and in respect of any Transferred Third Party Function under this Third Party Agreement only

TfL Reference: tfl_scp_001527

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
18. Termination			
18.1	✓		
18.2	✓		
19. Dispute Resolution			
19.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
19.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
19.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
19.4		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
19.5		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
20. Notices			
20.1		✓	Transferred to the extent that the notice relates to any Transferred Third Party Function under this Third Party Agreement
20.2		✓	Transferred to the extent that the notice relates to any Transferred Third Party Function under this Third Party Agreement
20.3		✓	Transferred to the extent that the notice relates to any Transferred Third Party Function under this Third Party Agreement

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
21. Costs			
21.1	✓		
22. Counterparts			
22.1	✓		
23. Rights of Third Parties			
23.1	✓		
24. Entire Agreement			
24.1	✓		
24.2	✓		
25. Assignment of the Agreement			
25.1	✓		
25.2	✓		
26. Governing Law			
26.1		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Schedule 1: Settlement Assessment			
		✓	Transferred in respect of paragraph 3 (<i>Stage 4 – Construction</i>) and paragraph 4 (<i>Stage 5 – Completion and Close Out</i>) only
Appendix 1: The Plan			
		✓	Transfer applies to the extent the Plan is relevant to the Transferred Third Party Functions under this Third Party Agreement
Appendix 2: The Permanent Access Specification			
		✓	Full transfer
Appendix 3: Draft Deeds of Restrictive Covenant			
	✓		

Table 6: Brenntag

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
3. Scheme Change and Representations			
3.1	✓		
4. Prior Approval			
4.1	✓		
4.2.1	✓		
4.2.2	✓		
4.3	✓		
4.4	✓		
4.5	✓		
4.6	✓		
4.7	✓		
5. Timing of the Accommodation Works			
5.1		✓	Full transfer

TfL Reference: tfl_scp_001527

TfL Restricted

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties - Table 6: Brenntag

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
5.2		✓	Full transfer
6. Possession of the Areas			
6.1		✓	Full transfer
6.2.1		✓	Full transfer
6.2.2		✓	Full transfer
6.2.3		✓	Full transfer
6.2.4		✓	Full transfer
6.3		✓	Full transfer
6.4.1	✓		
6.4.2	✓		
6.4.3	✓		
6.4.4	✓		
6.4.5	✓		

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties - Table 6: Brenntag

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
6.4.6		✓	Transferred in respect of the construction of the Access Points and Accommodation Works (as such terms are defined in the Brenntag TPA)
6.5		✓	Full transfer
6.6		✓	Full transfer
6.7	✓		
6.8	✓		
7. Make Ready			
7.2		✓	Full transfer
7.3		✓	Full transfer
7.4		✓	Full transfer
7.5	✓		
8. Risk Assessment and Method Statement			
8.1		✓	Full transfer
8.2		✓	Full transfer

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties - Table 6: Brenntag

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
8.3		✓	Full transfer
8.4		✓	Full transfer
9. Possession of the Areas			
9.1	✓		
9.2.1	✓		
9.2.2	✓		
9.3		✓	Full transfer
9.4		✓	Full transfer
9.5		✓	Full transfer
9.6	✓		
10 Access and Parking Arrangements			
10.1		✓	Full Transfer
10.1A		✓	Full Transfer
10.2		✓	Full transfer

TfL Reference: tfl_scp_001527

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties - Table 6: Brenntag

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
10.3		✓	Full transfer
10.4		✓	Full transfer
10.5		✓	Full transfer
10.6		✓	Full transfer
11 Contamination			
11.1		✓	Full transfer
11.2		✓	Full transfer
11.3		✓	Full transfer
11.4		✓	Full transfer
11.5		✓	Full transfer
11.6		✓	Full transfer
11.7		✓	Full transfer
11.8		✓	Full transfer
11.9		✓	Full transfer

TfL Reference: tfl_scp_001527

TfL Restricted

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties - Table 6: Brenntag

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
11.10.1		✓	Transferred, in relation to a Section of the Site relevant to clause 11.10.1 of this Third Party Agreement, from the Site Access Date for such Section of the Site
11.10.2		✓	Transferred, in relation to a Section of the Site relevant to clause 11.10.1 of this Third Party Agreement, from the Site Access Date for such Section of the Site
11.11		✓	Transferred, in relation to a Section of the Site relevant to clause 11.10.1 of this Third Party Agreement, from the Site Access Date for such Section of the Site
11.12		✓	Transferred, in relation to a Section of the Site relevant to clause 11.12 of this Third Party Agreement, from the Site Access Date for such Section of the Site
12. Construction of the Accommodation Works, the Permanent Works and the Scheme			
12.1.1		✓	Transferred from the Effective Date
12.2.2		✓	Transferred from the Effective Date
13. Compensation			
13.1		✓	Transferred to the extent such compensation is the responsibility of Project Co in Schedule 4 (<i>Land Requirements</i>)
14. Continuation Application			
14.1	✓		
14.2.1	✓		
14.2.2	✓		

TfL Reference: tfl_scp_001527

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties - Table 6: Brenntag

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
15. Variations			
15.1	✓		
16 Party Walls			
16.1	✓		
17. Cooperation and Dispute Resolution			
17.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
17.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
17.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
17.4		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
17.5		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
18 Assignment of this Third Party Agreement			
18.1	✓		
18.2	✓		
18.3	✓		

TfL Reference: tfl_scp_001527

TfL Restricted

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties - Table 6: Brenntag

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
18.4	✓		
19 Rights of Third Parties			
19.1	✓		
20. Notices			
20.1		✓	Transferred to the extent that the notice relates to any Transferred Third Party Function under this Third Party Agreement
20.2		✓	Transferred to the extent that the notice relates to any Transferred Third Party Function under this Third Party Agreement
21. General Saving Provision			
21.1		✓	Transferred to the extent relevant to any Transferred Third Party Function
22. Legal and Professional Fees			
22.1	✓		
23. Confidentiality			
23.1		✓	Transferred from the Effective Date and in respect of any Transferred Third Party Function under this Third Party Agreement only
24. Termination			
24.1	✓		

TfL Reference: tfl_scp_001527

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties - Table 6: Brenntag

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
24.2	✓		
24.3	✓		
25. Entire Agreement			
25.1	✓		
25.2	✓		
Schedule 1: Communications Protocol			
		✓	Transferred from the Effective Date
Schedule 2: Accommodation Works Specification			
		✓	Full transfer

Table 7: Knight Dragon Developments Limited, Knight Dragon Investments Limited, Knight Dragon Infrastructure Limited, AnSCO Arena Limited, Waterfront GP Limited and Waterfront Partner 1 Limited, GLA Land and Property Limited, Trinity (D) Limited

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
3. Conditionality			
3.1		✓	Transferred in relation to the Transferred Third Party Functions in respect of this Third Party Agreement
3.2		✓	Transferred in relation to the Transferred Third Party Functions in respect of this Third Party Agreement
3.3		✓	Transferred in relation to the Transferred Third Party Functions in respect of this Third Party Agreement
3.4		✓	Transferred in relation to the Transferred Third Party Functions in respect of this Third Party Agreement
3.5		✓	Transferred in relation to the Transferred Third Party Functions in respect of this Third Party Agreement
4. Design and Construction Engagement			
4.1		✓	Full transfer
4.2	✓		
4.3		✓	Full transfer
4.4		✓	Full transfer
5. Costs			
5.1	✓		

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
5.2	✓		
6. Contribution to Relocation Costs of Knight Dragon's Contractors			
6.1	✓		
6.2		✓	Transferred in relation to the Transferred Third Party Functions in respect of this Third Party Agreement
6.3		✓	Full transfer
7. Representations			
7.1.1	✓		
7.1.2	✓		
7.2	✓		
8. No Waiver			
8.2		✓	Transferred in relation to the Transferred Third Party Functions in respect of this Third Party Agreement
9. Assignment of Knight Dragon Option Agreement			
9.1	✓		
10. Identity of Building Contractor and Provision of Warranty			

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
10.1	✓		
10.2	✓		
10.3		✓	Full transfer
10.4		✓	Full transfer
11. West Parkside Realignment and Masterplan			
11.1.1	✓		
11.1.2	✓		
11.2	✓		
12. Dispute Resolution			
12.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
12.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
12.3		✓	Transferred to the extent that the dispute relates to a Transferred Third Party Function under this Third Party Agreement
12.4		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
12.5		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
12.6		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
12.7		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
12.8		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
13. Variation			
13.1	✓		
14. Contracts (Rights of Third Parties) Act			
14.1	✓		
15. Jurisdiction			
15.1		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
16. Box Land			
16.1	✓		
16.2	✓		
16.3	✓		
16.4	✓		

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
16.5	✓		
17. KDIL and KDIN			
17.1.1	✓		
17.1.2	✓		
17.1.3	✓		
Schedule 1, clause 1: Condition Survey of the Temporary Tunnel Construction Land (Decked Scheme)			
1.1		✓	Full transfer
1.2		✓	Full transfer
1.3		✓	Full transfer
1.4		✓	Full transfer
1.5		✓	Full transfer
Schedule 1, clause 2: Phasing of Delivery and Occupation			
2.1		✓	Full transfer
2.2		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
2.3	✓		
Schedule 1, clause 3: Design Development and Approval of Detailed Designs			
3.2		✓	Full transfer
3.3		✓	Transferred in relation to the Decked Scheme Works Programme only
3.4		✓	Transferred in relation to the Decked Scheme Works Programme only
3.5		✓	Transferred in relation to the Decked Scheme Works Programme only
3.6		✓	Transferred in relation to the Decked Scheme Works Programme only
3.7		✓	Full transfer
3.8		✓	Transferred in in relation to the Decked Scheme Works Programme only
3.9		✓	Full transfer
3.10		✓	Full transfer
3.11		✓	Full transfer
3.12		✓	Full transfer
3.13		✓	Full transfer

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
3.14		✓	Full transfer
3.15		✓	Full transfer
Schedule 1, clause 4: TfL's Works			
4.1.1		✓	Full transfer
4.1.2		✓	Full transfer
4.2.1		✓	Transferred in relation to the Decked Highway Infrastructure only (as defined in the Knight Dragon TPA)
4.2.2		✓	Transferred in relation to the Decked Highway Infrastructure only (as defined in the Knight Dragon TPA)
4.3		✓	Full transfer
Schedule 1, clause 5: Consents			
5.1		✓	Full transfer
Schedule 1, clause 6: Variations to the Decked Scheme Works			
6.1		✓	Full transfer
6.2		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
6.3		✓	Full transfer
Schedule 1, clause 7: Decked Scheme Works Programme			
7.1		✓	Full transfer
7.2		✓	Full transfer
7.3		✓	Full transfer
7.4		✓	Transferred save for the issue of the Certificate which shall be retained by TfL
7.5		✓	Full transfer
Schedule 1, clause 8: Inspection by the Interested Parties			
8		✓	Full transfer
Schedule 1, clause 9: Issue of the Certificate			
9.1	✓		
9.2	✓		
9.3	✓		
9.4	✓		

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 7: Knight Dragon and others

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
9.5		✓	Transferred in relation to rectifying the items identified
9.6		✓	Transferred to the extent that the dispute relates to the Transferred Third Party Functions under this Third Party Agreement
Schedule 1, clause 10: The Plans			
10.1		✓	Full transfer
Schedule 1, clause 11: Insurance			
11.1		✓	Full transfer
11.2		✓	Full transfer
11.3	✓		
Schedule 1, clause 12: As Built Drawings			
12.1		✓	Full transfer
Schedule 1, clause 13: Defects			
13.1		✓	Full transfer
13.2		✓	Full transfer
13.3		✓	Full transfer

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
13.4		✓	Full transfer
Schedule 1, clause 14: Costs of Construction			
14.1		✓	Full transfer
Schedule 1, clause 15: Repair, Maintenance and Management of the Decked Scheme			
15.1		✓	Full transfer
15.2		✓	Full transfer
15.3	✓		
Schedule 1, clause 16: Reinstatement Obligations			
16.1		✓	Full transfer
16.2		✓	Full transfer
16.3		✓	Transferred on the basis that Project Co shall comply with the obligations stated in clause 16.3 prior to the issue of the Permit to Use
16.4		✓	Full transfer
Schedule 1, clause 17: Compensation Knight Dragon			
17.1		✓	Transferred to the extent such compensation is the responsibility of Project Co in Schedule 4 (<i>Land Requirements</i>)

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
17.2		✓	Transferred to the extent such compensation is the responsibility of Project Co in Schedule 4 (<i>Land Requirements</i>)
Schedule 1, clause 18: Compensation AnSCO			
18.1		✓	Transferred to the extent such compensation is the responsibility of Project Co in Schedule 4 (<i>Land Requirements</i>)
18.2		✓	Transferred to the extent such compensation is the responsibility of Project Co in Schedule 4 (<i>Land Requirements</i>)
Schedule 1, clause 19: Compensation GLA			
19.1		✓	Transferred to the extent such compensation is the responsibility of Project Co in Schedule 4 (<i>Land Requirements</i>)
Schedule 1, clause 20: Compensation Trinity D			
20.1		✓	Transferred to the extent such compensation is the responsibility of Project Co in Schedule 4 (<i>Land Requirements</i>)
Schedule 1, clause 21: Licence			
21.1		✓	Transferred in relation to complying with the Final Decked Scheme Works Programme in relation to the timing of the Car Park 2 Works only
21.2		✓	Full transfer
Appendix 2: Decked Scheme Plans and Specification			
		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Appendix 6: Leaseback Land overlaying Plot Plans			
	✓		
Appendix 7: Guidance Notes for Developers			
	✓		

Table 8: Southern Gas Networks PLC

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
2. General Obligations			
2.1		✓	Transferred to the extent that this clause applies to the other Transferred Third Party Functions under this Third Party Agreement
2.2	✓		
2.3		✓	Transferred in respect of the Transferred DCO Functions
2.4		✓	Transferred in accordance with clause 5.10 (<i>Code of Construction Practice</i>) of this Agreement
2.5	✓		
3. Accesses			
3.1		✓	Transferred in respect of the Transferred DCO Functions, the construction of the Permanent Accesses and making them available for SGN's use
3.2	✓		
3.3	✓		
4. Gasholder			
4.1	✓		
4.2	✓		

TfL Reference: tfl_scp_001527

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 8: Southern Gas Networks PLC

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.3	✓		
4.4	✓		
4.5	✓		
4.6	✓		
4.7	✓		
4.8	✓		
4.9	✓		
4.10	✓		
4.11	✓		
4.12	✓		
4.13	✓		
4.14	✓		
4.15	✓		
4.16	✓		

TfL Reference: tfl_scp_001527

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.17	✓		
4.18	✓		
4.19	✓		
4.20	✓		
4.21	✓		
4.22	✓		
4.23	✓		
5. Retaining Wall			
5.1		✓	Transferred from the Effective Date
5.2		✓	Transferred from the Effective Date
5.3		✓	Transferred in relation to monitoring to be undertaken during construction only from the Effective Date
5.4.1	✓		
5.4.2		✓	Transferred in relation to monitoring to be undertaken during construction only from the Effective Date

TfL Reference: tfl_scp_001527

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
5.4.3		✓	Transferred in relation to monitoring to be undertaken during construction only from the Effective Date
5.4.4		✓	Transferred in relation to monitoring to be undertaken during construction only from the Effective Date
5.5		✓	Transferred in respect of the installation and operation of the construction monitoring equipment and the operation of the baseline monitoring equipment only from the Effective Date
5.6		✓	Transferred from the Effective Date
5.7		✓	Full transfer
5.8		✓	Full transfer
5.9	✓		
5.10	✓		
5.11.1	✓		
5.11.2		✓	Full transfer
5.12		✓	Full transfer
5.13		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
5.14		✓	Full transfer
5.15		✓	Full transfer
5.16		✓	Full transfer
5.17	✓		
5.18.1		✓	Transferred in the same manner as clause 5.3 to clause 5.16 (inclusive) of this Third Party Agreement
5.18.2 (a)	✓		
5.18.2 (b)	✓		
5.18.2 (c)		✓	Transferred from the Effective Date
5.19		✓	Transferred in relation to a Transferred Third Party Function under this clause
5.20		✓	Transferred in relation to a Transferred Third Party Function under this clause
6. Pressure Reduction Station			
6.1	✓		
6.2	✓		

TfL Reference: tfl_scp_001527

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
7. Compensation			
7.1		✓	Transferred to the extent such compensation is the responsibility of Project Co in Schedule 4 (<i>Land Requirements</i>)
8. Restriction on Fire Escape Land			
8.1	✓		
9. Easement			
9.1	✓		
9.2	✓		
10. Restrictive Covenants			
10.1	✓		
10.2	✓		
11. Notice of Severance			
11.1	✓		
11.2	✓		

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
12. Services			
12.1		✓	Full transfer
13. Exercise of Compulsory Acquisition Powers with Information			
13.2	✓		
13.3		✓	Transferred, in relation to a Section of the Site affected by this Third Party Agreement, from the relevant Site Access Date for such Section of the Site
13.4		✓	Transferred from the Effective Date
13.5		✓	Transferred, in relation to a Section of the Site affected by this Third Party Agreement, from the relevant Site Access Date for such Section of the Site
13.6		✓	Transferred, in relation to a Section of the Site affected by this Third Party Agreement, from the relevant Site Access Date for such Section of the Site
13.7		✓	Transferred, in relation to a Section of the Site affected by this Third Party Agreement, from the relevant Site Access Date for such Section of the Site
13.8		✓	Transferred in accordance with clause 5.10 (<i>Code of Construction Practice</i>) of this Agreement
13.9		✓	Transferred to the extent such compensation is the responsibility of Project Co in Schedule 4 (<i>Land Requirements</i>)
14. Transfer of Powers			
14.1	✓		
14.2	✓		

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
15. Liaison, Consultation and Provision of Information			
15.1		✓	Transferred from the Effective Date
15.2		✓	Transferred from the Effective Date
15.3		✓	Transferred from the Effective Date
15.4		✓	Transferred from the Effective Date
16. Right of Support			
16.1	✓		
17. Confidentiality			
17.1		✓	Transferred from the Effective Date and in respect of any Transferred Third Party Function under this Third Party Agreement only
18. Termination			
18.1	✓		
18.2	✓		
19. Dispute Resolution			
19.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement

TfL Reference: tfl_scp_001527

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
19.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
19.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
19.4		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
19.5		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
20. Notices			
20.1		✓	Transferred to the extent that the notice relates to any Transferred Third Party Function under this Third Party Agreement
20.2		✓	Transferred to the extent that the notice relates to any Transferred Third Party Function under this Third Party Agreement
20.3		✓	Transferred to the extent that the notice relates to any Transferred Third Party Function under this Third Party Agreement
21. Costs			
21.1	✓		
22. Counterparts			
22.1	✓		
23. Rights of Third Parties			
23.1	✓		

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
24. Entire Agreement			
24.1	✓		
24.2	✓		
25. Assignment of the Agreement			
25.1	✓		
25.2	✓		
26. Governing Law			
26.1		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
Schedule 1: Settlement Assessments			
		✓	Transferred in respect of paragraph 3 (<i>Stage 4 – Construction</i>) and paragraph 4 (<i>Stage 5 – Completion and Close Out</i>) only
Schedule 2: Draft Deed of Restrictive Covenant			
	✓		
Appendix 1: The Plan			
		✓	Transfer applies to the extent the Plan is relevant to the Transferred Third Party Functions under this Third Party Agreement

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Appendix 2: The Permanent Access Specification			
		✓	Full transfer

Table 9: SGN (as Utility Provider) Side Agreement

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
2. Withdrawal of representations			
2.1	✓		
2.2	✓		
3. Modification of the Order			
3.1		✓	Transferred to the extent that the Modified Protective Provisions are a Transferred Third Party Function
4. Interaction with other agreements			
4.1		✓	Transferred to the extent that the Modified Protective Provisions are a Transferred Third Party Function
4.2		✓	Full transfer
5. No Obligation to Implement			
5.1	✓		
6. Confidentiality			
6.1		✓	Transferred from the Effective Date and in respect of any Transferred Third Party Function under this Third Party Agreement only

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
7. Variations			
7.1	✓		
8. Dispute Resolution			
8.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
8.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
8.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
8.4		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
8.5.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
8.5.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
9. Assignment of this Agreement			
9.1	✓		
9.2	✓		
10. Transfer of Powers			
10.1	✓		

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
10.2	✓		
11. Rights of Third Parties			
11.1	✓		
12. Termination			
12.1.1	✓		
12.1.2	✓		
12.1.3	✓		
12.2	✓		
12.3	✓		
13. Counterparts			
13.1	✓		
14. Costs			
14.1	✓		
Appendix 1 - Modified Protective Provisions			

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4(1)		✓	Transferred in relation to the exercise of the relevant powers under the DCO by Project Co in accordance with the Transferred DCO Functions and this Agreement
4(2)		✓	Transferred in relation to the exercise of the relevant processes under the DCO by Project Co in accordance with the Transferred DCO Functions and this Agreement
5	✓		
6(1)		✓	Transferred in relation to removing apparatus and providing access to the extent such access is required during the Access Period for the relevant section of the Site
6(2)		✓	Transferred except in relation to the affording of rights to the statutory undertaker
6(3)		✓	Transferred in relation to giving notice regarding the apparatus being constructed elsewhere
6(4)		✓	Full transfer
6(5)		✓	Full transfer
7		✓	Transferred in relation to the terms and conditions of the facilities
8		✓	Full transfer
9		✓	Full transfer
10		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
11		✓	Full transfer

Table 10: Thames Water Utilities Limited Protective Provisions Side Agreement

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
2. Withdrawal of representations			
2.1	✓		
2.2	✓		
3. Modification of the Order			
3.1		✓	Transferred to the extent that the Modified Protective Provisions are a Transferred Third Party Function
4. Article 14 – Discharge of Water			
4.1		✓	Full transfer
4.2		✓	Full transfer
4.3		✓	Full transfer
4.4		✓	Full transfer
5. Works to Apparatus			
5.1		✓	Full transfer
5.2		✓	Full transfer

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
6. Liaison			
6.1		✓	Transferred from the Effective Date
6.2		✓	Transferred from the Effective Date
7. Maintaining Access			
		✓	Transferred to the extent that the Modified Protective Provisions are a Transferred Third Party Function
8. No obligation to implement			
8.1	✓		
9. Confidentiality			
9.1		✓	Transferred from the Effective Date and in respect of any Transferred Third Party Function under this Third Party Agreement only
10. Variation			
10.1	✓		
11. Dispute Resolution			
11.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
11.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
11.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
11.4		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
11.5.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
11.5.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
12. Assignment of this Agreement			
12.1	✓		
12.2	✓		
13. Transfer of Powers			
13.1	✓		
13.2	✓		
14. Rights of Third Parties			
14.1	✓		
15. Termination			
15.1	✓		

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
15.2.1	✓		
15.2.2	✓		
15.3	✓		
15.4	✓		
16. Costs			
16.1	✓		
17. Notices			
17.1		✓	Transferred to the extent that the notice relates to any Transferred Third Party Function under this Third Party Agreement
17.2		✓	Transferred to the extent that the notice relates to any Transferred Third Party Function under this Third Party Agreement
18. Counterparts			
18.1	✓		
Appendix 1 - Modified Protective Provisions			
4(1)		✓	Transferred in relation to the exercise of the relevant powers under the DCO by Project Co in accordance with the Transferred DCO Functions and this Agreement

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4(2)		✓	Transferred in relation to the exercise of the relevant powers under the DCO by Project Co in accordance with the Transferred DCO Functions and this Agreement
5	✓		
6(1)		✓	Transferred in relation to removing apparatus and providing access to the extent such access is required during the Access Period for the relevant Section of the Site
6(2)		✓	Transferred except in relation to the affording of rights to the statutory undertaker
6(3)		✓	Transferred in relation to giving notice regarding the apparatus being constructed elsewhere
6(4)		✓	Full transfer
6(5)		✓	Full transfer
7		✓	Transferred in relation to the terms and conditions of the facilities
8		✓	Full transfer
9		✓	Full transfer
10		✓	Full transfer
11		✓	Full transfer
Appendix 2: Proposed Diversion			

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
		✓	Full transfer
Appendix 3: Proposed Connection Work			
		✓	Full transfer
Appendix 4: Plan of Tidal Basin Pumping Station			
		✓	Full transfer

Table 11: ASD Limited

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
3. Objections to and Support for the Order Application			
3.1	✓		
4. The Temporary Possession Land			
4.1	✓		
4.2	✓		
5. Condition Survey			
5.1		✓	Full transfer
5.2		✓	Full transfer
5.3		✓	Full transfer
5.4		✓	Full transfer
6. Temporary Possession Date			
6.1		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
7. Programme, Identity of Building Contractor and Provision of Deed of Warranty			
7.1		✓	Full transfer
7.2		✓	Full transfer
7.3		✓	Full transfer
7.4		✓	Full transfer
7.5		✓	Full transfer
8. Access to the Site			
8.1		✓	Full transfer
8.2		✓	Full transfer
9. Temporary Access			
9.1	✓		
9.2	✓		
9.3	✓		
9.4	✓		

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 11: ASD Limited

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
9.5	✓		
9.6	✓		
9.7		✓	Full transfer
9.8		✓	Full transfer
9.9	✓		
9.10	✓		
9.11	✓		
9.12	✓		
9.13	✓		
9.14		✓	Transferred to the extent that any dispute relates to the performance of any Transferred Third Party Function under this Third Party Agreement
9.15		✓	Full transfer
9.16		✓	Full transfer
9.17		✓	Full transfer
9.18		✓	Full transfer

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
9.19	✓		
10. Permanent Access			
10.1		✓	Full transfer
10.2		✓	Full transfer
10.3	✓		
10.4		✓	Full transfer
10.5		✓	Full transfer
10.6		✓	Full transfer
10.7		✓	Full transfer
10.8		✓	Full transfer
10.9		✓	Full transfer
10.10		✓	Full transfer
10.11		✓	Full transfer
10.12	✓		

TfL Reference: tfl_scp_001527

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 11: ASD Limited

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
10.13	✓		
10.14	✓		
10.15	✓		
10.16	✓		
10.17		✓	Transferred to the extent that any dispute relates to the performance of a Transferred Third Party Function under this Third Party Agreement
10.18		✓	Full transfer
10.19		✓	Full transfer
10.20		✓	Full transfer
10.21.1	✓		
10.21.2		✓	Full transfer
10.22	✓		
10.23		✓	Full transfer
10.24		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
11. Development Obligations and Warranties			
11.1.1		✓	Transferred in relation to construction of the Works (as defined in this Third Party Agreement)
11.1.2		✓	Transferred in relation to construction of the Works (as defined in this Third Party Agreement)
11.1.3		✓	Transferred in relation to construction of the Works (as defined in this Third Party Agreement)
11.1.4		✓	Transferred in relation to construction of the Works (as defined in this Third Party Agreement)
11.1.5		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
11.1.6		✓	Full Transfer
11.2	✓		
11.3		✓	Full transfer
11.4		✓	Full transfer
12. Utilities			
12.1		✓	Full transfer

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
12.2		✓	Transferred to the extent such compensation is the responsibility of Project Co in Schedule 4 (<i>Land Requirements</i>)
12.3		✓	Full transfer
13. Compensation			
13.1	✓		
13.2	✓		
13.4	✓		
13.5	✓		
13.6	✓		
13.7	✓		
13.8	✓		
13.9	✓		
13.10	✓		
13.11	✓		
13.12	✓		

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
13.13	✓		
13.14	✓		
13.15	✓		
13.16	✓		
14. Variations			
14.1	✓		
15 Party Walls			
15.1	✓		
16. Co-Operation and Dispute Resolution			
16.1.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
16.1.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
16.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
16.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
16.4		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
16.5		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
16.6		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
16.7		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
17. Assignment of this third party agreement			
17.1	✓		
17.2	✓		
17.3	✓		
17.4	✓		
18. Rights of Third Parties			
18.1	✓		
19. Notices			
19.1		✓	Transferred to the extent that the notice relates to any Transferred Third Party Function under this Third Party Agreement
19.2		✓	Transferred to the extent that the notice relates to any Transferred Third Party Function under this Third Party Agreement
20. Legal and Professional Fees			

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
20.1	✓		
21. Termination			
21.1	✓		
21.2	✓		
21.3	✓		
22 Counterparts			
22.1	✓		
23. Entire Agreement			
23.1	✓		
23.2	✓		
Appendix 1: ASD Access Specification			
		✓	Full transfer
Appendix 3: Form of Deed of Easement for the Permanent Access			
	✓		

Table 12: Waterfront Studios

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
3. General Obligations			
3.1		✓	Transferred to the extent that this clause applies to a Transferred Third Party Function under this Third Party Agreement
3.2	✓		
4. Front Entrance Relocation			
4.1	✓		
4.2	✓		
4.3	✓		
5. Provision of Temporary Car Park			
5.1		✓	Transferred in relation to the obligation to construct the Temporary Car Park
5.2	✓		
5.3	✓		
5.4	✓		
5.5		✓	Full transfer

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
5.6		✓	Full transfer
5.7	✓		
5.8		✓	Full transfer
5.9		✓	Full transfer
5.10		✓	Full transfer
5.11		✓	Full transfer
5.12		✓	Full transfer
5.13		✓	Full transfer
5.14		✓	Full transfer
5.15		✓	Full transfer
5.16		✓	Full transfer
5.17.1		✓	Transferred in respect of the obligation to provide notice of completion of the construction of the Replacement Temporary Carpark and the date by which Waterfront must relocate to the Replacement Temporary Carpark.

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
5.17.2	✓		
5.17.3	✓		
6. Provision of Permanent Car Park			
6.1	✓		
6.2	✓		
6.3	✓		
6.4	✓		
6.5		✓	Full transfer
6.6	✓		
6.7		✓	Full transfer
6.8		✓	Full transfer
6.9		✓	Full transfer
6.10		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
6.11		✓	Full transfer
6.12		✓	Full transfer
7. Transition from Temporary Car Park to Permanent Car Park			
7.1	✓		
7.2	✓		
7.3		✓	Full transfer
7.4		✓	Full transfer
7.5	✓		
7.6	✓		
7.7	✓		
7.8	✓		
8. Construction Traffic			
8.1		✓	Full transfer
8.2		✓	Full transfer

TfL Reference: tfl_scp_001527

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
9. Access to the Studios			
9.1		✓	Full transfer
9.2		✓	Full transfer
10. Liaison, Consultation and Provision of Information			
10.1		✓	Transferred, in relation to a Section of the Site to which this clause applies, from the Site Access Date for such Section of the Site and only in relation to the requirement to liaise and co-operate and keep Waterfront informed as to the timings and programming of the Relevant Silvertown Works (as defined in the Waterfront Studios TPA)
10.2	✓		
10.3		✓	Full transfer
10.4		✓	Full transfer
10.5		✓	Full transfer
10.6		✓	Full transfer
10.7		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
11. Use of the Permanent Car Park			
	✓		
12. Dispute Resolution			
12.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
12.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
12.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
12.4		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
12.5		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
13. Notices			
13.1		✓	Transferred to the extent that the notice relates to any Transferred Third Party Function under this Third Party Agreement
13.2		✓	Transferred to the extent that the notice relates to any Transferred Third Party Function under this Third Party Agreement
13.3		✓	Transferred to the extent that the notice relates to any Transferred Third Party Function under this Third Party Agreement

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
14. Costs			
	✓		
15. Compensation			
15.1		✓	Transferred to the extent such compensation is the responsibility of Project Co in Schedule 4 (<i>Land Requirements</i>)
16. Counterparts			
16.1	✓		
17. Rights of Third Parties			
17.1	✓		
18. Entire Agreement			
18.1	✓		
18.2	✓		
19. Assignment of this Agreement			
19.1	✓		
19.2	✓		

Table 12: Waterfront Studios

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
20. Transfer of Powers			
20.1	✓		
20.2	✓		
21. Governing Law			
21.1		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
Appendix 1: Car Park Specification			
		✓	Full transfer
Appendix 2: Permanent Car Park Lease			
	✓		
Appendix 3: The Licence			
	✓		
Appendix 4: Silvertown Tunnel Asset Protection – Guidance notes for Developers			
	✓		

Table 13: Docklands Light Railway

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
2. General Provisions Relation to the Order			
2.1		✓	Transferred to the extent that this clause applies to the other Transferred Third Party Functions under this Third Party Agreement
2.2	✓		
3. DLRL's Obligations			
3.1		✓	Full transfer
3.2		✓	Full transfer
3.3		✓	Full transfer
4. Carrying Out of the Works			
4.1		✓	Full transfer
4.2		✓	Full transfer
4.3		✓	Full transfer
4.4		✓	Full transfer
4.5		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.6		✓	Full transfer
4.7		✓	Full transfer
4.8		✓	Full transfer
4.9		✓	Full transfer
5. Conditions of Temporary Access to DLRL Land			
5.1		✓	Full transfer
5.2		✓	Full transfer
5.3		✓	Full transfer
5.4		✓	Full transfer
5.5		✓	Full transfer
5.6		✓	Full transfer
6. Dock Road Site			
6.1		✓	Transferred from the Effective Date
6.2	✓		

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
6.3	✓		
6.4.1	✓		
6.4.2	✓		
6.4.3		✓	Transferred from the Effective Date
6.5.1		✓	Full Transfer
6.5.2		✓	Full Transfer
6.5.3		✓	Full Transfer
6.5.4	✓		
6.5.5		✓	Transferred from the Effective Date
6.6.1		✓	Full Transfer
6.6.2	✓		
6.7.1		✓	Transferred from the Effective Date
6.7.2	✓		
6.7.3	✓		

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
6.7.4	✓		
6.8	✓		
6.9	✓		
6.10	✓		
6.11	✓		
7. Maintenance of Access to DLRL Assets			
7.1.1		✓	Full Transfer
7.1.2		✓	Full transfer
7.2		✓	Full transfer
7.3		✓	Full transfer
7.4		✓	Full transfer
7.5		✓	Full transfer
7.6	✓		
7.7		✓	Full transfer
7.8	✓		

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
8. Ground and Asset Monitoring and Response			
8.1	✓		
8.2	✓		
8.3		✓	Full transfer
8.4		✓	Full transfer
8.5		✓	Transferred in relation to the GAMMS only
8.6		✓	Transferred from the Effective Date, in relation to the operation of the Monitoring Equipment only
8.7		✓	Full transfer
8.8		✓	Full transfer
8.9		✓	Full transfer
9. Liaison Procedure			
9.1		✓	Full transfer
9.2		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
10. Party Wall			
10.1	✓		
11. Subsidiary Agreements			
11.1	✓		
12. Documents to be Provided			
12.1		✓	Full transfer
12.2		✓	Full transfer
13. Costs			
13.1	✓		
13.2		✓	Full transfer
13.3		✓	Full transfer
14. Liability and Indemnity			
14.1		✓	Full transfer
15. Insurance			
15.1		✓	Full transfer

TfL Reference: tfl_scp_001527

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
16. Dispute Resolution			
16.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
16.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
16.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
16.4		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
16.5		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
16.6		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
16.7		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
17. Notices			
17.1		✓	Transferred to the extent that the notice relates to any Transferred Third Party Functions under this Third Party Agreement
18. Rights of Third Parties			
18.1	✓		
19. Entire Agreement			
19.1	✓		

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
19.2	✓		
20. Assignment of the Agreement			
20.1	✓		
20.2	✓		
20.3	✓		
20.4	✓		
21. Governing Law			
21.1		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
22. Termination			
22.1	✓		
Schedule 1: Docklands Light Railway Guidance for Third Parties			
		✓	Full transfer
Schedule 2: DLRL Affected Property			
		✓	Full transfer
Schedule 3: Plans			

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
		✓	Full transfer
Schedule 4: New Access Road and Replacement Site Specification			
		✓	Full transfer
Schedule 5: Work Request Form			
		✓	Full transfer
Schedule 6: Payment of Costs			
		✓	Full transfer
Schedule 7: Asset Protection Activities			
		✓	Full transfer
Schedule 8: Inspection and Maintenance Regime			
		✓	Full transfer
Schedule 9: DLRL's Safety Requirements			
		✓	Full Transfer
Schedule 10: Interim Storage Yard Specification			

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
		✓	Full Transfer

Table 14: Emirates Air Line

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
2. General Provisions Relation to the Order			
2.1		✓	Transferred to the extent that this clause applies to the other Transferred Third Party Functions under this Third Party Agreement
2.2	✓		
3. DLRL's Obligations			
3.1		✓	Full transfer
3.2		✓	Full transfer
3.3		✓	Full transfer
4. Carrying Out of the Works			
4.1		✓	Full transfer
4.2		✓	Full transfer
4.3		✓	Full transfer
4.4		✓	Full transfer
4.5		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.6		✓	Full transfer
4.7		✓	Full transfer
4.8		✓	Full transfer
4.9		✓	Full transfer
4.10		✓	Full transfer
5. Conditions of Temporary Access to Cable Car Property			
5.1		✓	Full transfer
5.2		✓	Full transfer
5.3		✓	Full transfer
5.4		✓	Full transfer
6. General Terms of Access to Cable Car Property			
6.1		✓	Full transfer
6.2		✓	Full transfer
7. Cable Car Safety Zone Restrictive Covenants			
7.1		✓	Full transfer

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
8. Cable Car Safety Zone Positive Covenants			
8.1		✓	Full transfer
9. Maintenance of Access to Cable Car Assets			
9.1.1		✓	Full transfer
9.1.2		✓	Full transfer
9.2		✓	Full transfer
9.3		✓	Full transfer
9.4		✓	Full transfer
9.5		✓	Full transfer
10. Ground and Asset Monitoring and Response			
10.1	✓		
10.2	✓		
10.3		✓	Full transfer
10.4		✓	Full transfer
10.5		✓	Transferred in relation to the GAMMS only

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
10.6		✓	Transferred from the Effective Date, in relation to the operation of the Monitoring Equipment only
10.7		✓	Full transfer
10.8		✓	Full transfer
10.9		✓	Full transfer
11. Liaison Procedure			
11.1		✓	Full transfer
11.2		✓	Full transfer
12. Party Wall			
12.1	✓		
13. Subsidiary Agreements			
13.1	✓		
14 Documents to be Provided			
14.1		✓	Full transfer
14.2		✓	Full transfer
15. Costs			

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
15.1	✓		
15.2		✓	Full transfer
15.3		✓	Full transfer
15.4		✓	Full transfer
16. Liability and Indemnity			
16.1		✓	Full transfer
17. Insurance			
17.1		✓	Full transfer
18. Dispute Resolution			
18.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
18.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
18.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
18.4		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
18.5		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
18.6		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
18.7		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
18.8		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
19. Notices			
19.1		✓	Transferred to the extent that the notice relates to any Transferred Third Party Functions under this Third Party Agreement
20. Rights of Third Parties			
20.1	✓		
21 Entire Agreement			
21.1	✓		
21.2	✓		
22. Assignment of this Agreement			
22.1	✓		
22.2	✓		

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
22.3	✓		
22.4	✓		
23. Governing Law			
23.1		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
24. Termination			
24.1	✓		
Schedule 1: Docklands Light Railway Guidance for Third Parties			
		✓	Full transfer
Schedule 2: Cable Car for London Project Guidance for Developers			
		✓	Full transfer
Schedule 3: Cable Car Affected Property			
		✓	Full transfer
Schedule 4: Payment of Costs			
		✓	Full transfer
Schedule 5: Asset Protection Activities			

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
		✓	Full transfer
Schedule 6: Inspection and Maintenance Regime			
		✓	Full transfer

Table 15: London Borough of Tower Hamlets

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
1. Definitions and Interpretation			
1.6		✓	Transferred to the extent that Project Co has documents in its possession.
2. Legal Basis			
2.1	✓		
2.2	✓		
2.3	✓		
3. Conditional Entry Into Force			
3.1	✓		
3.2	✓		
5. Employment and Skills			
5.1		✓	Full transfer
5.2		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
6. Cycle Shuttle Bus			
6.1	✓		
7. Local Business Transitional Support			
7.1	✓		
8. Covenants of the Parties			
8.1		✓	Transferred from the Effective Date
9. Successors to the Council			
9.1	✓		
10. Transfer of Powers			
10.1	✓		
10.2		✓	Transferred from the Effective Date
11. Enforcement Protocol			
11.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
11.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
11.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
11.4		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
12. Dispute Resolution			
12.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
12.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
12.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
12.4		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
13. Legal costs			
	✓		
14. Contracts (Rights of Third Parties) Act			

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
		✓	Transferred from the Effective Date
15. Entire Agreement			
		✓	Transferred from the Effective Date
16. Notices			
16.1		✓	Transferred from the Effective Date
16.1.1		✓	Transferred from the Effective Date
16.1.2		✓	Transferred from the Effective Date
16.1.3		✓	Transferred from the Effective Date
16.2		✓	Transferred from the Effective Date
16.3		✓	Transferred from the Effective Date
16.4		✓	Transferred from the Effective Date
16.4.1		✓	Transferred from the Effective Date
16.4.2		✓	Transferred from the Effective Date
17. Jurisdiction and Legal Effect			

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
17.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
17.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
17.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
18. Indexation and VAT			
18.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
18.2	✓		
Schedule 1 - 1. Local Training Skills and Job Brokerage Strategy			
1.1		✓	Full transfer
1.2		✓	Full transfer
1.3		✓	Full transfer
1.3.1		✓	Full transfer
1.3.2		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
1.3.3		✓	Full transfer
1.3.4		✓	Full transfer
1.3.5		✓	Full transfer
1.3.6		✓	Full transfer
1.3.7		✓	Full transfer
1.3.8		✓	Full transfer
1.3.9		✓	Full transfer
Schedule 1 - 2. Strategic Equality and Diversity Plan			
2.1		✓	Full transfer
2.2		✓	Full transfer
2.3		✓	Full transfer
2.4		✓	Full transfer
2.4.1		✓	Full transfer
2.4.2		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
2.4.3		✓	Full transfer
2.4.4		✓	Full transfer
2.4.5		✓	Full transfer
2.4.6		✓	Full transfer
Schedule 1 - 3. Supplier Diversity Plan			
3.1		✓	Full transfer
3.2		✓	Full transfer
3.3		✓	Full transfer
3.3.1		✓	Full transfer
3.3.2		✓	Full transfer
3.3.3		✓	Full transfer
3.3.4		✓	Full transfer
3.3.5		✓	Full transfer
3.3.6		✓	Full transfer

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Schedule 1 - 4. London Living Wage			
4		✓	Full transfer
Schedule 2 – 1. Trial of a Cycle Shuttle Bus Service			
1.1	✓		
1.2	✓		
1.3	✓		
1.4	✓		
1.5	✓		
1.6.1	✓		
1.6.2	✓		
Schedule 2 – 2. Review of the Cycle Shuttle Bus Service			
2.1.1	✓		
2.1.2	✓		
2.1.3	✓		

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
2.2	✓		
2.3	✓		
2.4.1	✓		
2.4.2	✓		
2.4.3	✓		
Schedule 3 – 1. Business Transitional Support Package			
1.1	✓		
1.2	✓		
1.3	✓		
1.4.1	✓		
1.4.2	✓		
1.4.3	✓		
1.5.1	✓		
1.5.2	✓		

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
1.6	✓		
1.7	✓		
1.8	✓		
1.9.1	✓		
1.9.2	✓		

Table 16 – Royal Borough of Greenwich

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
1. Definitions and Interpretation			
1.6		✓	Transferred to the extent that Project Co has documents in its possession.
2. Legal Basis			
2.1	✓		
2.2	✓		
2.3	✓		
3. Conditional Entry into Force			
3.1	✓		
3.2	✓		
4. Duration			
4.1	✓		
5. Notice of Commencement of Development			
5.1		✓	Full transfer

TfL Reference: tfl_scp_001527

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
5.2.1		✓	Transferred from the Effective Date in respect of the Transferred Third Party Functions under this Third Party Agreement
5.2.2		✓	Full transfer
5.3		✓	Full transfer
6. Employment and Skills			
6.1		✓	Full transfer
6.2		✓	Full transfer
7. Siebert Road Noise Barrier			
7.1	✓		
8. Biodiversity Offsetting			
8.1	✓		
9. Discharge of Requirements			
9.1	✓		
10. Road Safety			
10.1	✓		

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
11. Cross River Services			
11.1	✓		
12. Local Business Transitional Support			
12.1	✓		
13. Enhancement Schemes			
13.1	✓		
14. Covenants of the Parties			
14.1		✓	Transferred from the Effective Date in respect of the Transferred Third Party Functions under this Third Party Agreement
15. Successors to the Council			
15.1	✓		
16. Transfer of Powers			
16.1	✓		
16.2		✓	Transferred from the Effective Date
17. Enforcement Protocol			

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
17.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
17.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
17.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
17.4		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
18. Dispute Resolution			
18.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
18.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
18.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
18.4		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
19. Legal costs			
	✓		

TfL Reference: tfl_scp_001527

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
20. Contracts (Rights of Third Parties) Act			
		✓	Transferred from the Effective Date
21. Entire Agreement			
		✓	Transferred from the Effective Date
22. Notices			
22.1		✓	Transferred from the Effective Date in respect of the Transferred Third Party Functions under this Third Party Agreement
22.2		✓	Transferred from the Effective Date in respect of the Transferred Third Party Functions under this Third Party Agreement
22.3		✓	Transferred from the Effective Date in respect of the Transferred Third Party Functions under this Third Party Agreement
22.4		✓	Transferred from the Effective Date in respect of the Transferred Third Party Functions under this Third Party Agreement
22.5		✓	Transferred from the Effective Date in respect of the Transferred Third Party Functions under this Third Party Agreement
22.6		✓	Transferred from the Effective Date in respect of the Transferred Third Party Functions under this Third Party Agreement
23. Jurisdiction and Legal Effect			

TfL Reference: tfl_scp_001527

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
23.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
23.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
23.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
24. Indexation, Late Payment and VAT			
24.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
24.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
24.3	✓		
Schedule 1 - 1. Local Training Skills and Job Brokerage Strategy			
1.1		✓	Full transfer
1.2		✓	Full transfer
1.3		✓	Full transfer
Schedule 1 - 2. Strategic Equality and Diversity Plan			

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
2.1		✓	Full transfer
2.2		✓	Full transfer
2.3		✓	Full transfer
2.4		✓	Full transfer
Schedule 1 - 3. Supplier Diversity Plan			
3.1		✓	Full transfer
3.2		✓	Full transfer
3.3		✓	Full transfer
Schedule 1 - 4. London Living Wage			
4		✓	Full transfer
Schedule 2 – 1. Siebert Road and Westcombe Hill Area Noise Barriers			
1.1	✓		
1.2	✓		
1.3	✓		

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
1.4	✓		
1.5	✓		
1.6	✓		
1.7	✓		
1.8	✓		
1.9	✓		
1.10	✓		
1.11	✓		
Schedule 3 – 1. Biodiversity Offsetting Contribution			
1.1	✓		
1.2	✓		
1.3	✓		

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Schedule 4 – 1. Fees for Discharge of Requirements			
1.1		✓	Transferred to the extent that the fee relates to any Transferred Third Party Function under this Third Party Agreement
1.2		✓	Transferred to the extent that the fee relates to any Transferred Third Party Function under this Third Party Agreement
1.3		✓	Transferred to the extent that the fee relates to any Transferred Third Party Function under this Third Party Agreement
1.4		✓	Transferred to the extent that the fee relates to any Transferred Third Party Function under this Third Party Agreement
Schedule 5 – 1. Road Safety Contribution			
1.1	✓		
1.2	✓		
Schedule 5 – 2. School Crossing Patrols			
2.1	✓		
2.2	✓		
2.3	✓		

TfL Reference: tfl_scp_001527

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Schedule 5 – 3. General			
3.1	✓		
3.2	✓		
3.3	✓		
3.4	✓		
3.5	✓		
3.6	✓		
3.7	✓		
3.8	✓		
Schedule 5 – 4. Further Financial Contribution for School Crossing Patrols			
4.1	✓		
4.2	✓		
Schedule 6 – 1. General			

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
1.1	✓		
1.2	✓		
1.3	✓		
1.4	✓		
1.5	✓		
Schedule 6 – 2. Cycle Shuttle Bus Service			
2.1.	✓		
2.2	✓		
2.3	✓		
2.4.	✓		
2.5	✓		
2.6	✓		
Schedule 6 – 3. Ferry Services			
3.1	✓		

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Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 2 – Third Parties

Table 16: Royal Borough of Greenwich

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
3.2	✓		
Schedule 6 – 4. Air Line Services			
4.1	✓		
4.2	✓		
Schedule 7 – 1. Business Transitional Support Package			
1.1	✓		
1.2	✓		
1.3	✓		
1.4	✓		
1.5.	✓		
1.6	✓		
Schedule 7 – 2. General Business Support			
2.1	✓		
Schedule 7 – 3. Specific Business Support			

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
3.1	✓		
3.2	✓		
Schedule 7 – 4. Freight Travel Planning			
4.1	✓		
4.2	✓		
Schedule 7 – 5. Marketing, Publicity and Administrative Support			
5.1	✓		
5.2	✓		
Schedule 7 – 6. General			
6.1	✓		
6.2	✓		
6.3	✓		

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
Schedule 8 – 1. Enhancement Contribution			
1.1	✓		
1.2	✓		
1.3	✓		
1.4	✓		
1.5	✓		
Schedule 8 – 2. General			
2.1	✓		
2.2	✓		
2.3	✓		
2.4	✓		

Table 17 – London Underground Limited

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
2. Surveys and Monitoring			
2.1		✓	Full transfer
2.2		✓	Full transfer
2.3		✓	Full transfer
2.4		✓	Full transfer
2.5		✓	Full transfer
2.6		✓	Full transfer
2.7		✓	Full transfer
2.8.		✓	Full transfer
2.9		✓	Full transfer
2.10		✓	Full transfer
2.11		✓	Full transfer
2.12		✓	Full transfer
2.13		✓	Full transfer

TfL Reference: tfl_scp_001527

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
2.14		✓	Full transfer
3. LUL's Obligations			
3.1		✓	Full transfer
3.2		✓	Full transfer
4. LUL Approvals			
4.1		✓	Transferred from the Effective Date
4.2		✓	Transferred from the Effective Date
4.3		✓	Transferred from the Effective Date
4.4		✓	Full transfer
4.5		✓	Full transfer
4.6		✓	Full transfer
4.7		✓	Full transfer
4.8		✓	Full transfer
4.9		✓	Full transfer
4.10		✓	Full transfer

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
4.11		✓	Full transfer
4.12		✓	Full transfer
4.13		✓	Full transfer
4.14		✓	Full transfer
4.15		✓	Full transfer
4.16		✓	Full transfer
5. Execution of the Specified Works			
5.1		✓	Full transfer
6. Conditions of Temporary Access to the Jubilee Line Tunnels			
6.1.1		✓	Full transfer
6.1.2		✓	Full transfer
6.1.3		✓	Full transfer
6.2		✓	Full transfer
6.3		✓	Full transfer

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
7. Canning Town Portal Emergency Compound			
7.1		✓	Full transfer
7.2		✓	Full transfer
8. Liaison Procedure			
8.1		✓	Transferred from the Effective Date
9. Safety			
9.1		✓	Transferred from the Effective Date
9.2		✓	Full transfer
9.3		✓	Full transfer
10. Documents to be provided			
10.1		✓	Full transfer
10.2	✓		
11. Costs and Invoicing			
11.1	✓		
11.2	✓		

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
11.3	✓		
11.4	✓		
11.5	✓		
11.6	✓		
11.7	✓		
12. Liability and Indemnity			
12.1		✓	Full transfer
13. Insurance and Reinstatement			
13.1		✓	Full transfer
14. Dispute Resolution			
14.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
14.2		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
14.3		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
14.4		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
14.5		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement

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Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
14.6		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
14.7		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
15. Notices			
15.1		✓	Transferred to the extent that the dispute relates to any Transferred Third Party Function under this Third Party Agreement
16. Rights of Third Parties			
16.1	✓		
17. Entire Agreement			
17.1	✓		
17.2	✓		
18. Assignment of the Agreement			
18.1	✓		
18.2	✓		
18.3	✓		
18.4	✓		
18.5	✓		

TfL Reference: tfl_scp_001527

Clause	Retained Third Party Function	Transferred Third Party Function	Scope of Transfer
19. Governing Law			
19.1		✓	Transferred in respect of the Transferred Third Party Functions under this Third Party Agreement
20. Termination			
20.1	✓		
Schedule 1: Plans			
		✓	Full transfer
Schedule 2: Contents of Technical Appraisal Form			
		✓	Full transfer
Appendix 1: Licence Conditions			
		✓	Full transfer

4. Specific conditions

4.1 In respect of the Third Party Agreement between TfL and ASD Limited (as amended by the supplementary deed of agreement dated 29 June 2017) ("**ASD TPA**"):

4.1.1 in respect of clause 9 (*Temporary Access*), TfL will provide Project Co with a copy of the Temporary Access Detailed Design (as defined in the ASD TPA) in a form approved by ASD by the later of the Effective Date and 1 August 2019;

4.1.2 Project Co shall notify TfL when it considers that:

- a. the Fence and Temporary Access (as defined in the ASD TPA); and
- b. the Permanent Access (as defined in the ASD TPA),

have been completed in accordance with requirements of this Agreement and the D&C Contract;

4.1.3 TfL shall:

- a. carry out all inspections of the Fence and Temporary Access (as defined in the ASD TPA) required pursuant to clause 9 (*Temporary Access*) of the ASD TPA; and
- b. carry out all inspections of the Permanent Access (as defined in the ASD TPA) required pursuant to clause 10 (*Permanent Access*) of the ASD TPA; and
- c. procure that any ASD Limited representative accompanying TfL pursuant to clause 9.10 of the ASD TPA complies with all site rules notified by Project Co and does not impede or interfere with the Works; and

4.1.4 TfL shall issue:

- a. a copy of the notice served to ASD Limited pursuant to clause 4.2 of the ASD TPA to Project Co;
- b. the Fence and Temporary Access Certificate and any Temporary Access Snagging List (as such terms are defined in the ASD TPA) when TfL is satisfied that the relevant requirements under clause 9 (*Temporary Access*) of the ASD TPA have been met; and
- c. the Permanent Access Certificate and any Permanent Access Snagging List (as such terms are defined in the ASD TPA) when TfL is satisfied that the relevant requirements under clause 10 (*Permanent Access*) of the ASD TPA have been met.

4.2 In respect of clause 7 (*Make Ready*) of the Third Party Agreement between TfL and Brenntag UK Limited ("**Brenntag TPA**"):

4.2.1 TfL may, at its discretion elect to undertake certain works in accordance with clause 7.4 (*Make Ready*) of such Third Party Agreement (the "**Brenntag Works**"); and

4.2.2 where TfL elects to undertake the Brenntag Works, TfL may either:

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- a. carry out or have the Brenntag Works carried out by a third party; or
 - b. direct Project Co to carry out the Brenntag Works under this Agreement;
- 4.2.3 until such time as TfL gives a direction pursuant to paragraph 4.2.2b, the carrying out of the Brenntag Works does not constitute a Transferred Third Party Function and does not form part of the Works under this Agreement; and
- 4.2.4 where TfL makes an election pursuant to paragraph 4.2.2b, such matters shall be instructed as a TfL Change pursuant to Part 1 (*TfL Changes*) of Schedule 22 (*Change Procedure*).
- 4.3 In respect of the Brenntag TPA:
 - 4.3.1 TfL will provide Project Co with a copy of the detailed design for the Accommodation Works (as defined in the Brenntag TPA) in a form approved by Brenntag by the later of the Effective Date and 1 September 2019;
 - 4.3.2 Project Co shall not, in carrying out the Works affect or cause any disturbance to Brenntag UK Limited's access to, or over any land which is occupied by Brenntag UK Limited; and
 - 4.3.3 where Project Co affects or causes any disturbance to Brenntag UK Limited's access to or over any land occupied by Brenntag UK Limited, Project Co shall promptly, and in any event within 5 Working Days, mitigate the effect of any such disturbance to Brenntag UK Limited's access or use of the land.
- 4.4 In respect of clauses 3.1 and 3.2 (*Accesses*) of the Third Party Agreement between TfL and Southern Gas Networks PLC ("**SGN TPA**"), TfL will provide Project Co with a copy of the detailed design for the Permanent Accesses (as defined in the SGN TPA) in a form approved by SGN by the later of the Effective Date and 1 November 2019.
- 4.5 In respect of clause 4.13 of the SGN TPA (*Gasholder*), where works are required to be undertaken in relation to the Gasholder (as defined in the SGN TPA) pursuant to clause 4.13.2 of the SGN TPA, it shall constitute a Compensation Event, subject to and in accordance with clause 26.1 (*Compensation Events*).
- 4.6 In respect of clauses 5.3, 5.4 and 5.5 of the SGN TPA:
 - 4.6.1 Project Co shall provide SGN with a draft of the Instrumentation and Monitoring Plan (as defined in the SGN TPA) satisfying the requirements of clauses 5.4.2, 5.4.3 and 5.4.4 no later than 3 months prior to the commencement of the part of the Works undertaken in the vicinity of the Retaining Wall (as defined in the SGN TPA); and
 - 4.6.2 no later than 1 month prior to the commencement of the part of the Works undertaken in the vicinity of the Retaining Wall (as defined in the SGN TPA) Project Co will install and operate the monitoring equipment referred to in clause 5.4.3.
- 4.7 In respect of clause 5.11 of the SGN TPA (*Retaining Wall*), where works are required to be undertaken in relation to any of the Retaining Wall (as defined in the SGN TPA) pursuant to clause 5.11.2 of the SGN TPA, it shall constitute a Compensation Event, subject to and in accordance with clause 26.1 (*Compensation Events*).

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- 4.8 In respect of clauses 5.1 and 5.2 (*Accesses*) of the Third Party Agreement between TfL and Birch Sites Limited ("**Birch TPA**"), TfL will provide Project Co with a copy of the detailed design for the Permanent Access (as defined in the Birch Agreement) in a form approved by Birch by the later of the Effective Date and 1 November 2019.
- 4.9 In respect of clauses 6.3, 6.4 and 6.5 of the Birch TPA:
- 4.9.1 Project Co shall provide Birch with a draft of the Instrumentation and Monitoring Plan (as defined in the Birch TPA) satisfying the requirements of clauses 6.4.2, 6.4.3 and 6.4.4 no later than 3 months prior to the commencement of the part of the Works undertaken in the vicinity of Birch Land (as defined in the Birch TPA); and
- 4.9.2 no later than 1 month prior to the commencement of the part of the Works undertaken in the vicinity of Birch Land (as defined in the Birch TPA) Project Co will install and operate the monitoring equipment referred to in clause 6.4.3.
- 4.10 In respect of clause 6.11 of the Birch TPA (*Retaining Wall*) where works are required to be undertaken in relation to any of the Retaining Wall (as defined in the Birch TPA) pursuant to clause 6.11.2 of the Birch TPA, it shall constitute a Compensation Event, subject to and in accordance with clause 26.1 (*Compensation Events*).
- 4.11 In respect of clause 8.1 of the SGN TPA and clause 9.1 of the Birch TPA (*Restriction on Fire Escape Land*):
- 4.11.1 TfL may, at its discretion, elect to undertake certain works to provide a fire escape for a building on adjacent land (the "**Fire Escape Works**"); and
- 4.11.2 where TfL elects to undertake the Fire Escape Works TfL may either:
- a. carry out or have the Fire Escape Works carried out by a third party; or
- b. direct Project Co to carry out the Fire Escape Works;
- 4.11.3 until such time as TfL gives a direction pursuant to paragraph 4.11.2b, the Fire Escape Works do not constitute a Transferred Third Party Function and do not form part of the Works under this Agreement; and
- 4.11.4 where TfL makes an election pursuant to paragraph 4.11.2b, such matters shall be instructed as a TfL Change pursuant to Part 1 (*TfL Changes*) of Schedule 22 (*Change Procedure*).
- 4.12 In respect of the Site Leases:
- 4.12.1 Project Co acknowledges and agrees that it:
- a. has reviewed:
- i. clause 6.12.7 of the Carlsberg Tetley Site Lease;
- ii. clause 6.12.5 of the Diverse Ventures Site Lease; and
- iii. clause 6.12.5 of the Thames Wharf Site Lease; and

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- b. shall apply for Handover Certificates for such Sections of the Site affected by the Site Leases in a manner that ensures that TfL is entitled to surrender the relevant Site Lease in accordance with the requirements of the Site Leases set out in paragraph 4.12.1a of this Part 2 (*Third Parties*);
- 4.12.2 where the Landlord under the Carlsberg Tetley Site Lease or the Diverse Ventures Site Lease undertakes any works to the River Wall (as defined in the Site Leases) in response to a notice or other requirement relating to the River Wall being served by or received from a statutory or other public body which has jurisdiction in relation to the River Wall, it shall constitute a Compensation Event, subject to and in accordance with clause 26.1 (*Compensation Events*);
- 4.12.3 where, under paragraph 6 of Part 2 of Schedule 1 of the Carlsberg Tetley Site Lease, TfL permits the Landlord to enter the Premises (as defined under the Carlsberg Tetley Site Lease) it shall constitute a Compensation Event, subject to and in accordance with clause 26.1 (*Compensation Events*); and
- 4.12.4 TfL shall not exercise its rights to grant a licence to use vehicular accesses under clause 4.11.6 of the Thames Wharf Site Lease and clause 4.11.6 of the Diverse Ventures Site Lease other than in relation to:
 - a. access required pursuant to clauses 8.1, 8.2 and 10.1 of the ASD TPA;
 - b. any access to the New Access Road (as defined in the DLR TPA) located in Section of the Site numbered 1; and
 - c. any access required by National Grid to the pylon located within Section of the Site numbered 48.
- 4.13 In respect of the GLA/SHL Third Party Agreement:
 - 4.13.1 for the purposes of this paragraph 4.13:
 - "Design Documents"** has the meaning given to that term in the GLA/SHL Third Party Agreement;
 - "GLA Intellectual Property"** means all current and future legal and/or equitable interests in any trade or service or utility marks, patents, registered designs, applications for any of the foregoing, copyrights, unregistered designs, inventions, know-how, including all extensions and renewals and the goodwill attaching to any of them and applications for any of them and other intellectual property rights subsisting in or relating to all Design Documents;
 - "Land"** has the meaning given to that term in the GLA/SHL Third Party Agreement; and
 - "TfL Works"** means the works as defined in clause 15 of the GLA/SHL Third Party Agreement;
 - 4.13.2 notwithstanding clause 7.5(c)(iii)(C) of this Agreement, nothing in clause 6 of the GLA/SHL Third Party Agreement shall affect or otherwise limit Project Co's use of relevant Sections of the Site, for which TfL is required to provide access pursuant to clause 7.1 of this Agreement;

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- 4.13.3 where under clauses 16.6 or 21.8 of the GLA/SHL Third Party Agreement the River Wall Works (as defined under the GLA/SHL Third Party Agreement) are no longer required to be carried out, TfL shall instruct the removal of such works from the Works under this Agreement as a TfL Change pursuant to Part 1 (*TfL Changes*) of Schedule 22 (*Change Procedure*);
- 4.13.4 where additional or amended consents are required for the Relevant Works as a result of a Relevant Change (as defined in clause 21.1 of the GLA/SHL Third Party Agreement) which arises from a condition imposed on the Initial Consents (as defined in clause 21 of the GLA/SHL Third Party Agreement) by any Public Authority (as defined in the GLA/SHL Third Party Agreement), it shall constitute a Compensation Event, subject to and in accordance with clause 26.1 (*Compensation Events*);
- 4.13.5 where under clause 21.9 of the GLA/SHL Third Party Agreement, the Landowners confirm they wish to proceed with a Relevant Change (as defined in clause 21.1 of the GLA/SHL Third Party Agreement) TfL shall instruct the implementation of the Relevant Change as a TfL Change pursuant to Part 1 (*TfL Changes*) of Schedule 22 (*Change Procedure*);
- 4.13.6 Project Co grants to TfL an irrevocable and freely assignable royalty free and non-exclusive licence (carrying the right to grant sub-licences) to use or permit the use of the relevant Design Documents and such GLA Intellectual Property but in each case, only for the purpose connected with or relating to the TfL Works without further payment to Project Co or any other person;
- 4.13.7 to the extent the Design Documents to which the licence in paragraph 4.13.6 applies consist of computer or machine readable data then to the extent that the rights in the relevant software and/or database required by TfL to access and/or use such data are vested in Project Co, Project Co hereby grants a licence or sub licence for and supply of such relevant software or database to enable TfL to have access and otherwise use such data (but only for such purposes connected with or relating to the TfL Works such licence to be transferable to any owner of an interest in the Land or any part of it). To the extent that the rights in the relevant software and/or databases are vested in a third party other than Project Co, Project Co shall provide reasonable assistance to TfL to procure a licence of such software and/or databases at TfL's cost;
- 4.13.8 where requested by TfL before the date that is five (5) months after the Effective Date Project Co shall supply all information required by TfL in connection with any of the River Wall Initial Consents (as defined in the GLA/SHL Third Party Agreement) (or the associated applications to the relevant authority) as soon as reasonably practicable, and in any event on or before the date that is six (6) months after the Effective Date, provided that if and to the extent that Project Co fails to provide any such information, the Initial Consents Long Stop Date (as defined in the GLA/SHL Third Party Agreement) shall be extended by a period equivalent to any period of delay by Project Co in supplying the relevant information to TfL; and
- 4.13.9 where TfL agrees to any request for an extension to the Initial Consents Longstop Date (as defined in the GLA/SHL Third Party Agreement) from the Landowners (as defined in the GLA/SHL Third Party Agreement) pursuant to clause 16.4 of the GLA/SHL Third Party Agreement without Project Co's prior written consent (such consent not to be unreasonably withheld) and such

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extension to the Initial Consents Longstop Date adversely affects or delays Project Co's performance of its obligations under this Agreement, it shall constitute a Compensation Event, subject to and in accordance with clause 26.1 (*Compensation Events*);

- 4.13.10 where TfL agrees to the River Wall Works (as defined under the GLA/SHL Third Party Agreement) being carried out pursuant to clause 16.6 of the GLA/SHL Third Party Agreement, to the extent that the matters arising under clause 16.6.1 or clause 16.6.2 of the GLA/SHL Agreement adversely affects or delays Project Co's performance of its obligations under this Agreement, it shall constitute a Compensation Event, subject to and in accordance with clause 26.1 (*Compensation Events*).
- 4.14 In respect of the Third Party Agreement between TfL and Docklands Light Railway Limited ("**DLR TPA**") in relation to the Docklands Light Railway:
- 4.14.1 in respect of clauses 6.4 and 6.6 (*Dock Road Site*):
- a. TfL will provide Project Co with a copy of the detailed design for the Preferred Replacement Site (as defined in the DLR TPA) in a form approved by Docklands Light Railway Limited by the later of the Effective Date and 1 August 2019; and
 - b. TfL will use all reasonable endeavours to secure any necessary planning permission required to construct the Preferred Replacement Site by 1 December 2019;
- 4.14.2 TfL shall procure that under clause 4.5 of the DLR TPA, that DLR will endorse a Required Document (as that term is defined in the DLR TPA) within twenty (20) Working Days for any works which are not related to Minor Works (as such term is defined under the DLR TPA);
- 4.14.3 if any change or amendment is made to DLRL's Safety Requirements or the Guidance for Third Parties (as defined under the DLR TPA), it shall constitute a Compensation Event, subject to and in accordance with clause 26.1 (*Compensation Events*);
- 4.14.4 Project Co must not commence any physical works in relation to the New Access Road (as defined in the DLR TPA) or store any materials on the land and buildings lying to the south of Victoria Dock Road and Connaught Road, Canning Town, London until the earlier of:
- a. Project Co commencing Work No.15 and Work No.16 (as defined in the DCO); or
 - b. TfL informing Project Co that physical works in relation to the New Access Road or storage of any materials on the land and buildings lying to the south of Victoria Dock Road and Connaught Road, Canning Town, may commence.
- 4.14.5 Project Co shall not be responsible or obliged to indemnify DLRL pursuant to clause 14 of the DLR TPA for any loss of an indirect or consequential nature, including loss of passenger ticket revenue, any ticket refunds or any other compensation paid to passengers in relation to delays or cancellations of the DLR passenger services; and

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- 4.14.6 where under the deed of covenant executed by Project Co in favour of Docklands Light Railway Limited dated on or about the date of this Deed, Docklands Light Railway Limited claims against Project Co for amounts relating to loss of an indirect or consequential nature, including loss of passenger ticket revenue, any ticket refunds or any other compensation paid to passengers in relation to delays or cancellations of the DLR passenger services, TfL shall:
- a. upon receipt of written notice from Project Co (such notice to include a copy of the demand from Docklands Light Railway Limited); and
 - b. only in respect of amounts claimed by Docklands Light Railway Limited relating to loss of an indirect or consequential nature,
- put Project Co in funds prior to the date on which such amounts are stated to become due and payable; and
- 4.14.7 where TfL fails to comply with clause 4.14.6, TfL shall promptly, and in any event within five (5) Working Days of a written demand from Project Co, indemnify Project Co for all amounts incurred by Project Co (including any default interest) in making any required payments to Docklands Light Railway Limited.
- 4.15 In respect of the Third Party Agreement between TfL and Docklands Light Railway Limited in respect of the London Cable Car ("**EAL TPA**"):
- 4.15.1 TfL shall procure that under clause 4.6 of the EAL TPA, that DLR will endorse a Required Document (as that term is defined in the EAL TPA) within twenty (20) Working Days for any works which are not related to Minor Works (as such term is defined under the EAL TPA);
 - 4.15.2 if any change or amendment is made to DLRL's Safety Requirements or the Guidance for Third Parties (as defined under the EAL TPA), it shall constitute a Compensation Event, subject to and in accordance with clause 26.1 (*Compensation Events*);
 - 4.15.3 Project Co shall not be responsible or obliged to indemnify DLRL pursuant to clause 16.1 of the EAL TPA for any loss of an indirect or consequential nature, including passenger ticket revenue, any ticket refunds or any other compensation paid to passengers in relation to delays or cancellations of the Emirates Air Line passenger services; and
 - 4.15.4 where under the deed of covenant executed by Project Co in favour of Docklands Light Railway in respect of the London Cable Car dated on or about the date of this Deed, Docklands Light Railway Limited claims against Project Co for amounts relating to loss of an indirect or consequential nature, including loss of passenger ticket revenue, any ticket refunds or any other compensation paid to passengers in relation to delays or cancellations of the Emirates Air Line passenger services TfL shall:
 - a. upon receipt of written notice from Project Co (such notice to include a copy of the demand from Docklands Light Railway Limited); and
 - b. only in respect of amounts claimed by Docklands Light Railway Limited relating to loss of an indirect or consequential nature,

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put Project Co in funds prior to the date on which such amounts are stated to become due and payable.

- 4.15.5 where TfL fails to comply with clause 4.15.4, TfL shall promptly, and in any event within five (5) Working Days of a written demand from Project Co, indemnify Project Co for all amounts incurred by Project Co (including any default interest) in making any required payments to Docklands Light Railway Limited.
- 4.16 In respect of the Third Party Agreement between TfL and Knight Dragon Developments Limited, Knight Dragon Investments Limited, Knight Dragon Infrastructure Limited, AnSCO Arena Limited, Waterfront GP Limited and Waterfront Partner 1 Limited, GLA Land and Property Limited, and Trinity (D) Limited ("**Knight Dragon TPA**"):
- 4.16.1 TfL will provide Project Co with a copy of either the concept design or developed design (as specified below) for the following items (as defined in the Knight Dragon TPA):
- a. Decked Car Park (concept design);
 - b. Coach Park (Decked Scheme)(developed design);
 - c. the Car Park Building (Decked Scheme) (concept design); and
 - d. the Car Park 2 Works (developed design),
- in a form approved by the Interested Parties (as defined in the Knight Dragon TPA) by the later of the Effective Date and 1 September 2019.
- 4.16.2 in order to deliver the works required to provide a traffic junction on West Parkside to facilitate access and egress from the Decked Car Park:
- a. the West Parkside Construction Land shall be deemed to be a Section of the Site;
 - b. clause 7.1(b)(ix) shall not apply to the West Parkside Construction Land;
 - c. the Site Access Date for the West Parkside Construction Land shall be 23 March 2021;
 - d. the Site Access Expiry Date for the West Parkside Construction Land shall be 7 June 2021;
 - e. no Daily Land Occupation Fees shall apply to the West Parkside Construction Land; and
 - f. TfL shall, no later than 12 months from the Effective Date, procure all relevant planning consents (excluding highways consents) in relation to the Works to be carried out by Project Co on the West Parkside Construction Land and where TfL fails to do so, it shall constitute a Compensation Event subject to and in accordance with clause 26.1 (*Compensation Events*).
- 4.17 In respect of the Knight Dragon Design District Works Project Co acknowledges and agrees that such works may be carried out after the Effective Date, and TfL shall ensure

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that such works shall not adversely affect the Project and/or Project Co's ability to perform its obligations under this Agreement.

- 4.18 In respect of the asset protection agreement to be entered into between Project Co and Design District Limited pursuant to clause 5.8(d) ("**APA 2**"), TfL shall, on or before the date of APA 2, enter into a deed of confirmation and release between TfL and Design District Limited in relation to the agreement relating to Design District Buildings D1, D2, D4, B2 and B4 of the Greenwich Peninsula Central East Development and the proposed Silvertown Tunnel, dated 20 December 2018, such deed of release to be sufficient to allow the effective operation of APA2, including the works authorised by Project Co pursuant to APA2.
- 4.19 In respect of the Boord Street Travelodge Development, Project Co acknowledges and agrees that works pursuant to such development may be carried out after the Effective Date, and TfL shall ensure that such works shall not adversely affect the Project and/or Project Co's ability to perform its obligations under this Agreement.
- 4.20 In respect of the Third Party Agreement between TfL and London Underground Limited ("**LUL**") ("**LUL TPA**"):
- 4.20.1 TfL shall procure that under clause 4.2 of the LUL TPA, LUL will serve written notice on TfL with respect to whether the Notifiable Works (as defined in the LUL TPA) (or any part of them) constitute Specified Works (as defined in the LUL TPA) within thirty (30) Working Days for any works which are not related to Minor Works (as such term is defined under the LUL TPA);
- 4.20.2 TfL shall procure that under clause 4.9 of the LUL TPA, LUL will serve written notice on TfL with respect to whether the documentation provided in accordance with clause 4.8 of the LUL TPA has been approved within twenty (20) Working Days for any works which are not related to Minor Works (as such term is defined under the LUL TPA);
- 4.20.3 if any change or amendment is made to the LUL Standards listed in Appendix 2 of the LUL TPA, it shall constitute a Compensation Event, subject to and in accordance with clause 26.1 (*Compensation Events*);
- 4.20.4 Project Co shall not be responsible or obliged to indemnify LUL pursuant to clause 12.1 of the LUL TPA for any loss of an indirect or consequential nature, including passenger ticket revenue, any ticket refunds or any other compensation paid to passengers in relation to delays or cancellations of the London Underground passenger services;
- 4.20.5 where under the deed of covenant executed by Project Co in favour of LUL dated on or about the date of this Deed, LUL claims against Project Co for amounts relating to loss of an indirect or consequential nature, including loss of passenger ticket revenue, any ticket refunds or any other compensation paid to passengers in relation to delays or cancellations of the London Underground passenger services, TfL shall:
- a. upon receipt of written notice from Project Co (such notice to include a copy of the demand from LUL); and
 - b. only in respect of amounts claimed by LUL relating to loss of an indirect or consequential nature

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- put Project Co in funds prior to the date on which such amounts are stated to become due and payable; and
- 4.20.6 where TfL fails to comply with clause 4.20.5, TfL shall promptly, and in any event within five (5) Working Days of a written demand from Project Co, indemnify Project Co for all amounts incurred by Project Co (including any default interest) in making any required payments to LUL.
- 4.20.7 where LUL exercises its rights under clause 6.3 of the LUL TPA for reasons other than those related to safety, and such suspension of access adversely affects or delays Project Co's performance of its obligations under this Agreement, it shall constitute a Compensation Event, subject to and in accordance with clause 26.1 (*Compensation Events*).
- 4.21 In respect of the Third Party Agreement between TfL and Waterfront Studios Properties LLP ("**Waterfront Studios TPA**"):
- 4.21.1 notwithstanding the Retained Third Party Function in clause 5.7 of the Waterfront Studios TPA, Project Co shall be required to provide 47 car parking bays in the Temporary Car Park Detailed Design (as defined in the Waterfront Studios TPA), unless TfL confirms that fewer bays may be provided;
- 4.21.2 notwithstanding the Retained Third Party Function in clause 6.6 of the Waterfront Studios TPA, Project Co shall be required to provide 47 car parking bays within the Permanent Car Park (as defined in the Waterfront Studios TPA), unless TfL confirms that fewer spaces may be provided;
- 4.21.3 TfL shall confirm to Project Co whether the Permanent Car Park is to be built by no later than 30 April 2021;
- 4.21.4 upon notification to Project Co in accordance with paragraph 4.21.3 of this Part 2 (*Third Parties*):
- a. TfL shall use reasonable endeavours to obtain the relevant planning permissions or other consents necessary in respect of the Permanent Car Park by no later than 30 April 2022; and
 - b. Project Co shall, promptly upon written request by TfL, provide TfL with any design information required to support an application for planning permissions or other consents necessary in respect of the Permanent Car Park;
- 4.21.5 where, using reasonable endeavours, TfL fails to obtain the relevant planning permissions or other consents necessary in respect of the Permanent Car Park by 30 April 2022:
- a. TfL shall exercise its rights under clause 6.4 of the Waterfront Studios TPA and elect not to construct the Permanent Car Park; and
 - b. TfL shall be required to instruct a TfL Change pursuant to Part 1 (*TfL Changes*) of Schedule 22 (*Change Procedure*) to remove the construction of the Permanent Car Park from the Works under this Agreement;

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- 4.21.6 where requested by TfL, Project Co shall provide TfL with the intended date for Waterfront's occupation of the Permanent Car Park to enable TfL to comply with its obligations under clause 7.2 of the Waterfront Studios TPA; and
- 4.21.7 notwithstanding paragraph 2.2.1 of the Temporary Car Park Specification (as defined in the Waterfront Studios TPA), the Parties acknowledge and agree that the access and egress to the Temporary Car Park (as defined in the Waterfront Studios TPA) could be via any road within 400m from the front entrance of the Waterfront Studios.
- 4.22 In respect of the Third Party Agreement between TfL and Thames Water Utilities Limited ("**Thames Water TPA**"), provided that Project Co has complied with the Transferred Third Party Functions under clause 4.1 of the Thames Water TPA, where a consent from Thames Water Utilities Limited to discharge water from the tunnelling, cut and cover or retaining walls construction operations on the Greenwich Peninsula into public sewers or drains is refused:
- 4.22.1 subject to Project Co complying with paragraph 4.22.2, TfL shall be required to gain all relevant approvals from:
- a. the Environment Agency, Port of London Authority and the Marine Management Organisation (the "**Discharge Approving Bodies**") which are required for Project Co to discharge water from tunnelling, cut and cover or retaining walls construction operations on the Greenwich Peninsula into the River Thames no later than 16 calendar months from the Effective Date; and
 - b. any interested Third Party, including land owners, to construct a dewatering pipe from the Active Site on the Greenwich Peninsula to the River Thames, no later than 12 calendar months from the Effective Date.
- 4.22.2 Project Co shall be required to provide any information requested by the Discharge Approving Bodies, any interested Third Party and/or TfL to support the approval process within 20 Working Days of any such request (or such longer period as agreed by TfL in its absolute discretion);
- 4.22.3 where Project Co fails to provide any information requested by the Discharge Approving Bodies, any interested Third Party and/or TfL within the time required by paragraph 4.22.2, the time stated in paragraph 4.21.1(a) and 4.21.1(b) (as applicable) for TfL to gain all relevant approvals shall be automatically extended by a period equivalent to any period of delay by Project Co in supplying the relevant information under paragraph 4.21.2;
- 4.22.4 the responsibility for implementation of any additional activities required to be completed to enable such discharge including (but not limited to) the design, construction, establishment, operation and maintenance of a dewatering pipe, installation or removal of physical infrastructure, logistics, or reinstatement of land after construction of the dewatering pipe shall be at the sole risk and cost of Project Co;
- 4.22.5 if TfL fails to gain all relevant approvals in accordance with paragraph 4.22.1 and such failure adversely affects or delays Project Co's performance of its obligations under this Agreement, it shall constitute a Compensation Event, subject to and in accordance with clause 26.1 (*Compensation Events*); and

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- 4.22.6 other than as expressly provided for in this Agreement, Project Co shall not be entitled to any form of compensation or relief in relation to the refusal by Thames Water Utilities Limited to consent to the discharge by Project Co of water under Article 14 of the DCO into any watercourse, public sewer or drain owned by Thames Water Utilities Limited under clause 4.1 of the Thames Water TPA.
- 4.23 In respect of the Transferred Third Party Functions relating to clause 4.20 (Yielding Up) of the Site Leases the Parties acknowledge and agree that:
- 4.23.1 the "Schedule of Condition" shall be the Schedule of Condition (as defined in each of the Site Leases) applicable to each relevant Section of the Site, as updated and agreed by TfL and Project Co to take into account the actual conditions of such Section of Site on the Site Access Date for such Section of Site; and
- 4.23.2 Project Co shall prepare each relevant updated Schedule of Condition under paragraph 4.23.1 at its own cost and each of TfL and Project Co shall bear their own costs in agreeing the updated Schedule of Condition.

Annex 1 of Part 2 – Proposed amended and restated sections of the GLA/SHL Third Party Agreement

Commercially sensitive information

Annex 2 of Part 2 – Draft Waterfront Agreement

Commercially sensitive information



Annex 3 of Part 2 – Draft Waterfront Agreement Deed of Covenant

Commercially sensitive information

SCHEDULE 6

INTERESTED PARTIES, THIRD PARTIES AND LIAISON PROCEDURES

Part 3 - Liaison Procedures

1. Requirement for Liaison Procedures

- 1.1 Within three (3) months of the Effective Date and without prejudice to the requirements of Part 1 (*Interested Parties*), Project Co shall initiate, develop and document Liaison Procedures for the liaison, communication, co-ordination and co-operation with the Relevant Authorities, which shall:
- 1.1.1 be based on and developed from the Template Liaison Procedures set out in Annex 1 (*Template Liaison Procedures*); and
 - 1.1.2 include all the matters and comply with all the requirements set out in this Part 3 (*Liaison Procedures*).
- 1.2 Project Co shall submit to TfL under the Review Procedure all Liaison Procedures prepared pursuant to paragraph 1.1, and shall include all the matters and comply with all the requirements set out in this Part 3 (*Liaison Procedures*).
- 1.3 Project Co acknowledges that the Liaison Procedures may take the form of procedures, protocols, joint operating principles, agreements or other documents, provided they meet the requirements of this Part 3 (*Liaison Procedures*).
- 1.4 Project Co shall not commence or permit the commencement of any Major Works that relate to a Relevant Authority before the Liaison Procedures in relation to such Relevant Authority have been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure.
- 1.5 Project Co shall review the Liaison Procedures on an annual basis and submit to TfL for review under the Review Procedure any material changes to the Liaison Procedures.
- 1.6 Project Co shall comply with the Liaison Procedures (including as such may be amended in accordance with paragraph 1.5 and paragraph 1.7) which are endorsed as "received" or "received with comments" by TfL pursuant to the Review Procedure and perform its obligations under this Agreement in accordance with the Liaison Procedures.
- 1.7 Without prejudice to paragraph 1.5 above, Project Co may update the Liaison Procedures at any time and shall submit the revised Liaison Procedures to TfL under the Review Procedure.

2. Principles for Liaison Procedures

- 2.1 All Liaison Procedures shall reflect, and shall be developed in accordance with, the following principles:
- 2.1.1 the Liaison Procedures shall be prepared on a joint basis with the appropriate Relevant Authorities;
 - 2.1.2 to the extent that a Third Party Agreement requires the development of any liaison processes with a Relevant Authority, the Liaison Procedures for that

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 3 – Liaison Procedures

Relevant Authority shall be consistent with any relevant liaison processes required by the Third Party Agreement;

- 2.1.3 there shall be full consultation and co-operation between Project Co and the Relevant Authorities and should a situation arise in which Project Co is unable to elicit a response from a Relevant Authority for the purposes of developing and agreeing a Liaison Procedure, Project Co shall inform TfL as soon as this becomes apparent and shall provide TfL with sufficient explanatory material and evidence to prove Project Co has made best endeavours to engage the Relevant Authority and develop the relevant Liaison Procedure;
- 2.1.4 each Relevant Authority shall be given opportunity to consider the matters which are the subject of the Liaison Procedures;
- 2.1.5 so far as practical, issues directly impacting the progress of the Works shall be discussed immediately between Project Co and those Relevant Authorities whose interests are directly affected;
- 2.1.6 where a Relevant Authority supplies any information in relation to the preparation of the Liaison Procedure, Project Co shall endeavour to ensure that the information shall be included in the relevant Liaison Procedures. Where Project Co does not include such information in the relevant Liaison Procedures, Project Co shall provide the Relevant Authority with sufficient explanatory or other material to explain to the Relevant Authority why the information was not included in the relevant Liaison Procedure;
- 2.1.7 where in any Liaison Procedures there is a requirement to send any material to a Relevant Authority for comment, this will be a reference to the final form of material, the substance of which has previously been discussed between Project Co and the Relevant Authority concerned; and
- 2.1.8 the Liaison Procedures shall reflect the best current assessment of Good Industry Practice and shall be developed and amended by Project Co in the light of practical experience.

3. Contents of Liaison Procedures

- 3.1 Each of the Liaison Procedures shall set out such responsibilities, actions, timings, documentation and contact details as appropriate to the nature of the activities covered by the relevant Liaison Procedure.
- 3.2 Without prejudice to the generality of paragraph 3.1, the Liaison Procedures shall, where appropriate:
 - 3.2.1 provide for periodic meetings between the Relevant Authorities and Project Co to discuss issues affecting matters the subject of the relevant Liaison Procedures;
 - 3.2.2 include the procedures for applying for and the granting of any relevant licence or consent from the Relevant Authorities necessary to carry out the Works, including any procedural requirements of the Transferred DCO Functions; and
 - 3.2.3 provide for attendance at all meetings and workshops convened by Project Co and others relating to the Works.

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4. Other Obligations in Respect of Liaison Procedures

- 4.1 Project Co shall, promptly following endorsement of the relevant Liaison Procedures (or, where relevant, any amendment thereof) under the Review Procedure as "received" or "received with comments" issue controlled copies of such Liaison Procedures (as amended, where relevant) to the Relevant Authorities.
- 4.2 Project Co shall retain copies of all materials, documents (including copies of all Liaison Procedures) and data of any nature acquired or brought into existence in connection with this Part 3 (*Liaison Procedures*) in accordance with Schedule 16 (*Records and Reporting*).

5. Other obligations

- 5.1 Without prejudice to the appeal process in Part 2 (*Procedure for Discharge of Requirements*) of Schedule 2 (*Requirements*) of the DCO, where a Relevant Authority indicates to Project Co that:
- 5.1.1 it is dissatisfied with the operation of the relevant Liaison Procedures;
- 5.1.2 it is dissatisfied with the performance of any activity by Project Co that is contemplated by the Liaison Procedures; or
- 5.1.3 the relevant Liaison Procedures should be amended in any way,

Project Co shall, as soon as practicable, notify the TfL Representative.

6. Liaison Procedures Register

- 6.1 Project Co shall maintain an up to date Liaison Procedures Register during the Works, in a form agreed with TfL (such agreement not to be unreasonably withheld or delayed), and shall as a minimum:
- 6.1.1 list all Liaison Procedures prepared by Project Co required to satisfy the requirements of paragraph 1 (*Requirement for Liaison Procedures*);
- 6.1.2 include a summary of the activities to be covered by each of the Liaison Procedures;
- 6.1.3 identify the Relevant Authorities to the subject of each Liaison Procedure;
- 6.1.4 identify the date on which each of the Liaison Procedures has been endorsed as "received" or "received with comments" by TfL in accordance with the Review Procedure;
- 6.1.5 detail the current version of such Liaison Procedures; and
- 6.1.6 include the start date for implementation of the respective Liaison Procedures.

Annex 1 of Part 3 – Template Liaison Procedures

Commercially sensitive information

SCHEDULE 6

INTERESTED PARTIES, THIRD PARTIES AND LIAISON PROCEDURES

Part 4 - TDSCG and EPG

1. Tunnel Design and Safety Consultation Group

- 1.1 No later than three (3) months after the Effective Date, Project Co shall chair an initial meeting of the TDSCG, at which, Project Co shall:
 - 1.1.1 agree the TDSCG Terms of Reference with the TDSCG; and
 - 1.1.2 present the topics to be agreed by the TDSCG in the TDSCG Consultation Document.
- 1.2 Following the initial meeting of the TDSCG held pursuant to paragraph 1.1 and the agreement of the TDSCG Terms of Reference with the TDSCG, Project Co shall submit the TDSCG Terms of Reference and the TDSCG Consultation Document to TfL and the TDSCG.
- 1.3 Project Co shall review and update the TDSCG Terms of Reference when requested by the TDSCG and as a minimum annually and Project Co shall submit such updates to TfL under the Review Procedure.
- 1.4 Project Co shall ensure that the TDSCG Terms of Reference is developed from, and in accordance with, TfL's TDSCG Terms of Reference.
- 1.5 From the Effective Date until the End Date, Project Co shall be responsible for organising and chairing regular meetings of the TDSCG in accordance with the TDSCG Terms of Reference.
- 1.6 No later than ten (10) Working Days prior to each meeting of the TDSCG, including the initial TDSCG meeting held pursuant to paragraph 1.1, Project Co shall submit the agenda and topics to be presented at the TDSCG meeting for TfL's comment and Project Co shall take account of any comments raised by TfL on the agenda and topics prior to the relevant meeting of the TDSCG.
- 1.7 Project Co shall ensure that the TDSCG complies with the TDSCG Terms of Reference and the requirements set out in Appendix F of BD 78/99 and Annex A6 of BD2/12.
- 1.8 Unless otherwise agreed with the TDSCG, Project Co shall produce a revised TDSCG Consultation Document after each meeting of the TDSCG, highlighting any amendments made and including the minutes and presentation materials from the meeting of the TDSCG, and submit such revised document to TfL under the Review Procedure.
- 1.9 Project Co shall ensure that all Safety Documentation is discussed and agreed with the TDSCG and such discussion and agreement is recorded in the TDSCG Consultation Document.
- 1.10 Project Co shall demonstrate that it has taken all reasonable steps to consult with and secure the endorsement of all members of the TDSCG in producing each submission of the TDSCG Terms of Reference or the TDSCG Consultation Document submitted to TfL.

Schedule 6 – Interested Parties, Third Parties and Liaison Procedures

Part 4 – TDSCG and EPG

2. Emergency Planning Group

- 2.1 Project Co shall ensure that the Safety Officer produces the EPG Terms of Reference and Project Co shall submit the EPG Terms of Reference to TfL under the Review Procedure.
- 2.2 Project Co shall ensure that the EPG Terms of Reference produced by the Safety Officer shall:
- 2.2.1 detail the members of the EPG;
 - 2.2.2 set out the purpose and responsibilities of the EPG which shall include:
 - 2.2.3 agreeing appropriate standards of safety, quality and economy for the effective operation and maintenance of the Project Facilities;
 - 2.2.4 reviewing and co-ordinating performance and reliability requirements, standards of communication and the appropriate means of equipping and operating the Project Facilities in the light of consultations between all Interested Parties;
 - 2.2.5 planning and organising exercises, drills and desktop exercises and evaluating outcomes of such drills and exercises;
 - 2.2.6 evaluating lessons learnt from incidents;
 - 2.2.7 testing and reviewing the suitability of Safety Documentation during the Availability Period and recommending updates to Safety Documentation;
 - 2.2.8 set out the frequency of meetings of the EPG which shall as a minimum take place annually; and
 - 2.2.9 be discussed and agreed at a TDSCG meeting.
- 2.3 From the Permit to Use Date until the End Date, Project Co shall be responsible for organising and chairing meetings of the EPG in accordance with the EPG Terms of Reference.
- 2.4 Unless otherwise agreed with the EPG, Project Co shall produce:
- 2.4.1 minutes of each meeting of the EPG; and
 - 2.4.2 a record of actions to be taken by Project Co and any other party, including any updates required to Safety Documentation,
- after each meeting of the EPG and submit such documentation to TfL for confirmation that they reflect the discussions in such meeting.
- 2.5 Once TfL has endorsed the EPG Terms of Reference as "received" or "received with comments" in accordance with the Review Procedure, Project Co shall review and update the EPG Terms of Reference when requested by the EPG and as a minimum every five (5) years and Project Co shall submit such updates to TfL under the Review Procedure.
- 2.6 Project Co shall demonstrate that it has taken all reasonable steps to consult with and secure the endorsement of all members of the EPG in producing each revision of the EPG Terms of Reference.

- 2.7 Project Co shall ensure the EPG and all related activities are informed by and consistent with the London Emergency Services Liaison Panel and Major Incidents Procedures Manual.