

SCHEDULE 18

Premises

This schedule sets out certain terms relating to the Service Provider's occupation of the Premises and other terms and conditions relating to the activities of the parties' employees, agents, officers and representatives if and when they are present on the other's property.

1. Licence relating to the Premises

- 1.1 The Service Provider shall locate the Core IT Systems and Disaster Recovery Infrastructure relating to the Core IT Services at premises provided by TfL which shall consist of office accommodation and secure data centre grade accommodation and shall provide the Services related to such Systems and infrastructure from such premises. The initial such premises provided by TfL shall be located as follows:
- (A) for Core IT Systems, at **[Information Redacted]**; and
 - (B) for Disaster Recovery Infrastructure relating to the Core IT Services, at **[Information Redacted]**.
- 1.2 The Service Provider shall at all times that it is in occupation of premises provided by TfL comply with the licence terms set out in the Annex to this schedule.
- 1.3 In the event that TfL requires the Service Provider to provide any or all of the Services from premises other than those specified in paragraph 1.1, such Change is to be agreed through the Change Control Request Procedure.

2. TfL Premises

Without limitation to the provisions of the Annex to this schedule:

- 2.1 the Service Provider shall, and shall procure that any person employed by or acting on its behalf who is present on any TfL premises (including but not limited to the TfL Premises, as appropriate) shall, comply with all relevant rules, requirements or regulations in force from time to time in respect of such TfL premises as notified in writing by TfL or its authorised representatives to the Service Provider from time to time including (without limitation) in respect of:
- (A) Health and Safety Legislation and such other health and safety requirements as TfL may reasonably require from time to time; and
 - (B) security arrangements and confidentiality;
- 2.2 the Service Provider shall ensure that the Service Provider Personnel will not remove any item of TfL's property from TfL premises (including but not limited to the TfL Premises) at any time without the prior written agreement of TfL, not to be unreasonably withheld or delayed;

- 2.3 the Service Provider shall ensure that all of the Service Provider's Personnel present on TfL premises (including but not limited to the TfL Premises, as appropriate) wear such identification as TfL deems necessary;
- 2.4 the Service Provider shall manage its Personnel such that it requires that none of the Service Provider's Personnel will at any time take any cameras (including without limitation any device that is capable of capturing images, for example a mobile telephone with built-in camera), photographic film or video equipment or any sound recording equipment onto TfL Premises without the prior written agreement of TfL (except to the extent such cameras or equipment are used in the provision of the Services) and shall take prompt appropriate disciplinary action against any Personnel that fail to comply;
- 2.5 TfL shall at its own cost provide fittings and equipment within the office accommodation, including desks, chairs, telephones with headsets, power and cable trays located in the TfL Premises;
- 2.6 the Service Provider shall at its own cost provide:
- (A) all security measures required in addition to any provided by the Landlord under any TfL Lease; and
 - (B) all fixtures, fittings and equipment for the data centre grade accommodation; and
- 2.7 TfL shall use its reasonable endeavours to ensure that the Landlord complies with its obligations under any TfL Lease to supply necessary utilities and services to the TfL Premises, the cost of which shall be borne by TfL.
- 2.8 TfL shall use its reasonable endeavours to procure the provision of such electricity and air conditioning to the data centre grade accommodation within the TfL Premises as is necessary for the operation of the TfL Assets as set out in schedule 28 (Service Provider's Solution). The Service Provider shall be responsible for all other aspects of the environment at the TfL Premises.

3. Service Provider's Premises

The following provisions shall apply in respect of the Premises:

- 3.1 Where the Service Provider does not provide all the Services from premises provided by TfL, the Service Provider shall be responsible for providing suitable additional premises for such purpose and shall be fully liable for all costs associated with such additional premises. Such additional premises shall be subject to the prior written approval of TfL, such approval not to be unreasonably withheld or delayed.
- 3.2 The Service Provider acknowledges that TfL and its authorised representatives, Sub-Contractors and agents shall have access to the relevant parts of the Premises to the extent permitted under this Agreement in order to inspect the operation and maintenance of the Services and all equipment used in the provision of the Services and to monitor compliance by the Service Provider with its obligations under this

Agreement, including but not limited to, for the purposes of Test Witnessing, in accordance with clause 49 (Audit and Inspection).

- 3.3 The Service Provider will provide such of TfL's staff with all necessary security authorisations/passes and inductions to allow them to have access to any Premises to which TfL's staff do not already have access by virtue of them being TfL premises.
- 3.4 The Service Provider will procure that facilities are made available to TfL and its authorised representatives, Sub-Contractors and agents for the purposes of paragraph 3.2 to TfL's reasonable satisfaction. In respect of TfL's authorised representatives, sub-contractors and agents who will remain on the Premises on a long-term basis in connection with the provision of the Services, the Service Provider shall provide additional facilities as are reasonably required by such authorised representatives, sub-contractors and agents from time to time. These facilities shall include, but are not limited to:
- (A) a desk and workstation for each authorised representative, sub-contractor and agent of the same type as the Service Provider provides for its management level staff;
 - (B) lockable storage space for the personal belongings of such authorised representatives, sub-contractors and agents;
 - (C) use of such on-site facilities as are available to the Service Provider's Personnel at the Premises.
- 3.5 The Service Provider will provide all necessary assistance to TfL, its appropriate staff and any representative of TfL for the purposes of paragraph 3.2.
- 3.6 The Service Provider will ensure that all assets, equipment and documentation belonging to TfL which are stored and/or utilised at any of the Premises in the provision of the Services are clearly labelled as the property of TfL and are kept and/or stored securely in an identifiable state separately from any assets, equipment and documentation belonging to the Service Provider.
- 3.7 The Service Provider will provide to TfL and will maintain an inventory of all equipment referred to in paragraph 3.6 and shall update such inventory every six (6) months, which shall be made available promptly to TfL upon request.
- 3.8 TfL shall procure that any of the authorised representatives of TfL for the purposes of paragraph 3.2 who are present on the Premises shall comply with any reasonable rules, requirements or regulations in force in respect of such Premises as notified in writing by the Service Provider to TfL from time to time including (without limitation) in respect of:
- (A) Health and Safety Legislation and such other health and safety requirements as the Service Provider may reasonably require from time to time; and
 - (B) security and confidentiality.

4. Service Provider Equipment

- 4.1 The Service Provider warrants that it will take reasonable precautions to ensure that any equipment which it owns, leases or uses which is placed on TfL premises in connection with the provision of the Services (the “**Service Provider Equipment**”) is constructed and installed in such a way that failure of and/or damage to the Service Provider Equipment will not harm any other Service Provider Equipment or the operation of any equipment which belongs to TfL or any Third Party, or endanger any individual and in particular that the Service Provider Equipment complies with Health and Safety Legislation and EEC directives 89/336/EEC and 93/68/EEC and with any directives which may replace or supersede such directives.
- 4.2 The Service Provider shall not place, install or keep any of its or its Personnel’s equipment not related to the delivery of the Services under this Agreement on TfL premises without TfL’s prior written consent.
- 4.3 The Service Provider shall inform TfL at least two (2) Working Days (or, if longer, such other period as may be notified in writing to the Service Provider by TfL as being necessary under the terms of the agreement between TfL and the Third Party provider of the premises to TfL (if relevant)) before the delivery of Service Provider Equipment and/or its fitting and installation at TfL premises. The Service Provider shall bear all costs related to delivery of the Service Provider Equipment. The Service Provider shall provide to TfL an inventory of all Service Provider Equipment referred to in this paragraph and shall update such inventory every six (6) Months.
- 4.4 If, in the event of an emergency, TfL takes necessary action to avoid operational disturbances or threats to: (i) the provision of the Services; (ii) the Service Provider Equipment or equipment belonging to TfL or any Third Party within TfL premises; or (iii) TfL, the Service Provider or other Third Parties in TfL premises, then, if such emergency has been caused directly by any breach of the terms of this Agreement by the Service Provider, the Service Provider shall be responsible for all direct and properly incurred costs of TfL in taking such action (or in the event that the Service Provider (or its Personnel) is only partially responsible for such an emergency, a fair proportion of such costs incurred) and provided that TfL shall use all reasonable endeavours to mitigate such costs.
- 4.5 The Service Provider shall at all times remain responsible for the implementation and installation of, all risk in and the insurance of, the Service Provider Equipment located in the TfL Premises. TfL shall not, by the mere fact that it has assisted in the implementation and/or installation of any Service Provider Equipment, be responsible or liable for the results of such implementation and/or installation, save where TfL has been negligent in its provision of such assistance or any member of TfL’s Personnel has deliberately and maliciously impeded the implementation and/or installation of such Service Provider Equipment.
- 4.6 Subject to paragraph 2.8, where TfL requires the Service Provider to keep equipment at any of the Premises, the Service Provider shall procure that the environment at those Premises is at all times suitable for any such equipment.

ANNEX: LICENCE TERMS FOR OCCUPATION OF THE PREMISES

PARTICULARS

Owner	TfL.
Occupier	The Service Provider.
Authorised Use	The use of the Licensed Premises for provision of the Services.
Agreement	The agreement to which these licence terms are annexed between the Owner and the Occupier relating to the provision of services in connection with road user charging.
Common Parts	Those parts of the Owner's Property which are intended to be used for the common use and enjoyment of the tenants, occupiers and visitors to the Owner's Property including, without limitation, those areas over which rights are granted in clause 2.2 of this Licence.
Equipment	Any racking, telecommunications, information technology, power distribution units and other equipment from time to time installed in the Licensed Premises by the Owner.
Licence Period	The term of the Agreement.
Owner's Property	The premises known as <i>[Information Redacted]</i> .
Licensed Premises	<i>[Information Redacted]</i> .

THE PARTIES AGREE THAT:

1. Interpretation

1.1 Particulars

The Particulars form part of this Licence and words and expressions defined in the Particulars shall be treated as defined terms in this Licence.

1.2 Construction

In this Licence, unless the contrary intention appears:

- (A) “statute” means every Act of Parliament, including any named in this Licence, in force during the Licence Period together with all other legislation having effect in England and Wales and references to statute include references to:
 - (1) that statute as amended or re-enacted or as other statutes modify its application from time to time; and
 - (2) any subordinate legislation made or to be made under that statute; and
- (B) references to the Licensed Premises and the Owner’s Property include any part of them; and
- (C) any obligation on the Occupier includes an obligation on the Occupier to ensure that any person under its control complies with that obligation and any reference to an act or default of the Occupier includes the act or default of those persons; and
- (D) any obligation on the Occupier not to do an act or thing includes an obligation not to permit or allow that act or thing to be done; and
- (E) any obligations entered into by more than one person in this Licence are entered into jointly and severally.

2. Licence to occupy

2.1 Right to occupy

In consideration of the Occupier providing and continuing to provide services under the Agreement, the Owner permits the Occupier to use and occupy the Licensed Premises during the Licence Period.

2.2 Rights granted

The Owner permits the Occupier to exercise the following rights, in common with the Owner and all others authorised by the Owner:

- (A) to use the entrance, corridors, lifts, escalators and stairs forming part of the Owner's Property; and
- (B) to use the common toilets in the Owner's Property;
- (C) to have the use of zero (0) parking spaces; and
- (D) to use the service areas, loading bay and goods lift(s) and service corridors specified in writing by the Owner for use by the Occupier.

2.3 **Effect of Licence**

The Occupier acknowledges that it is not entitled to exclusive occupation of the Licensed Premises and that this Licence shall take effect as a mere licence and not as a tenancy of the Licensed Premises.

2.4 **Ending this Licence**

- (A) The Owner shall be entitled to end this Licence:
 - (1) by serving one working day's notice in writing on the Occupier if the Occupier does not comply with the terms of this Licence and either the breach is incapable of remedy or, if it is capable of remedy, the Occupier has not remedied the breach within five (5) Working Days of a request in writing by the Owner to do so;
 - (2) immediately by serving notice in writing if the Owner is notified by its landlord that it requires the Occupier to leave the Licensed Premises; or
 - (3) at any time on one (1) Month's notice.
- (B) This Licence shall automatically end immediately if the Agreement is terminated.

2.5 **End of the Licence Period**

At the end of the Licence Period or the earlier termination of this Licence, the Occupier shall:

- (A) vacate the Licensed Premises; and
- (B) remove all of the Occupier's belongings; and
- (C) leave the Licensed Premises clean, tidy and free from all rubbish; and
- (D) make good any damage and alterations; and
- (E) return the keys to the Licensed Premises to the Owner.

2.6 **Effect of termination**

When this Licence ends it shall be without prejudice to any outstanding liabilities of any party to any other party.

3. **Upkeep of the Licensed Premises**

3.1 **Repair**

The Occupier shall:

- (A) keep the interior of the Licensed Premises and all fixtures in the Licensed Premises in good and substantial repair and condition and make good any damage caused to the Licensed Premises or any fixtures in the Licensed Premises or the Equipment;
- (B) keep the Licensed Premises properly cleaned with the internal surfaces of all windows and glass being cleaned at least once a month; and
- (C) maintain the Equipment in good working order and ensure the Licensed Premises are kept tidy and safe at all times.

3.2 **Alterations**

The Occupier shall not carry out any alterations or additions to the Licensed Premises or affix anything to the walls, floors or ceilings of the Licensed Premises which cannot be removed without damaging them.

4. **Use of the Licensed Premises**

4.1 **Authorised Use**

The Occupier shall use the Licensed Premises only for the Authorised Use.

4.2 **Prohibited uses**

The Occupier shall not use the Licensed Premises for the wholesale or retail sale of goods, for any sale by auction, for any religious, public or political meeting, for any offensive, noxious or noisy trade, business or occupation, for illegal or immoral purposes, for the sale or production of alcohol, for residential purposes, as a club, sex shop, amusement arcade, betting office, staff agency or employment agency or for the preparation or cooking of food.

4.3 **Restrictions on use**

The Occupier shall not:

- (A) do anything on the Licensed Premises or install or operate any machinery or mechanical equipment which may in the reasonable opinion of the Owner be or become a nuisance, damage or annoyance to the Owner or the other occupiers of the Licensed Premises or any neighbouring premises or be unduly noisy or cause vibration or electrical or other interference; or

- (B) overload the structure of the Licensed Premises or any electrical systems serving the Licensed Premises; or
- (C) store any refuse in the Licensed Premises except in suitable containers for that purpose with all food waste and other pungent or perishable waste being removed from the Licensed Premises daily and all other refuse being removed from the Licensed Premises weekly; or
- (D) do anything on the Licensed Premises which may, to the extent the Occupier is aware (having exercised appropriate and reasonable due diligence), invalidate any insurance of the Licensed Premises or of any other property, whether effected by the Owner or any other person, or which may increase the insurance premium for such insurance; or
- (E) do anything on the Licensed Premises which would, to the extent the Occupier is aware (having exercised appropriate and reasonable due diligence), cause the Owner to be in breach of the terms of its lease of the Licensed Premises.

4.4 **Signs and advertisements**

The Occupier shall not erect, exhibit or hang any signs, advertisements, placards, flags, posters, aerials, flags, poles, masts or satellite dishes or any other thing whatsoever on the exterior of the Licensed Premises, unless expressly agreed in writing in advance by the Owner.

4.5 **Management**

The Occupier shall comply with all reasonable rules and regulations which the Owner may make at any time with regard to the use and management of the Owner's Property and the use of the Common Parts.

4.6 **Owner's rights**

The Occupier shall not interfere with or impede the Owner's rights of possession and control of the Licensed Premises.

4.7 **No warranty as to use**

The Owner gives no warranty that the Authorised Use will remain a permitted use under the planning Acts (as defined in s.336 Town and Country Planning Act 1990).

5. **Personal licence**

- 5.1 The Occupier acknowledges to the Owner that this Licence is personal to the Occupier and that the rights granted under this Licence cannot be parted with, assigned to or shared with any other person (provided that this shall not prevent the Occupier from granting a licence to its Sub-Contractors to enter onto the Licensed Premises for the purposes of providing the Services).

6. **Contractual rights of third parties**

- 6.1 No person who is not a party to this Licence shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.