

**LONDON CYCLE HIRE SCHEME AGREEMENT**

**Schedule 25 – Business Continuity**

## SCHEDULE 25

### Business Continuity

#### 1. Scope

1.1 This Schedule 25 sets out TTL's requirements in respect of any circumstance or event which renders, or is likely (in TTL's absolute discretion (subject to paragraph 6.3 (*General*)) to render:

- (A) it necessary or desirable for alternative, additional or replacement LCHS Assets, Service Systems, Premises, Service Provider Personnel, processing, methods, processes or procedures as set out in the Business Continuity Plan instead of or as well as the LCHS Assets, Service Systems, Premises or Service Provider Personnel (or any parts thereof) otherwise used to provide the Services in accordance with the provisions of this Agreement (a "**Business Continuity Event**"); or
- (B) the LCHS Assets, Service Systems, Premises or Service Provider Personnel (or any parts thereof) unavailable, inaccessible, inoperable or in need of any other restoration, reinstallation, repair, removal, retrieval, re-entering, recovery or replacement (a "**Disaster Recovery Event**"),

whether resulting from an act or omission of the Service Provider or otherwise, including System Failures, Service Failures, Viruses, a Change in Law, fire, flood, water, wind, lightning and any other adverse weather conditions, explosions and any other catastrophe or Force Majeure Event.

1.2 The Service Provider acknowledges and agrees that the Services require:

- (A) a high availability, resilient Service Systems that operate continuously (twenty four (24) hours per day, seven (7) days a week, three hundred and sixty five (365) days of year), whilst at the same allowing for maintenance and backups of the Service Systems to be carried out without disruption to Services;
- (B) duplication of Hardware that may be housed in a separate premises to provide for Business Continuity. Such duplication is only required for servers not for business Premises, e.g. Contact Centres.

1.3 The Service Provider acknowledges and agrees that:

- (A) Business Continuity in respect of the LCHS Assets, Service Systems and Services and the overall provision of the London Cycle Hire Scheme is fully dependent upon the:
  - (1) Business Continuity Plan;
  - (2) Business Continuity Infrastructure;
  - (3) Business Continuity Premises for continued provision of the Services, Service Systems and LCHS Assets; and

- (4) Business Continuity Services; and
- (B) it is necessary for the Service Provider to ensure Business Continuity at all times and the continued provision of the Services in accordance with the provisions of this Agreement in all circumstances, events and scenarios including in respect of and following a:
  - (1) Business Continuity Event; or
  - (2) Disaster Recovery Event.

Nothing in this Schedule 25 will, subject to the provisions of Clause 60 (*Force Majeure*), oblige the Service Provider to provide:

- (a) the Business Continuity Infrastructure (including Business Continuity Premises); or
  - (b) the Business Continuity Services,
- if and to the extent that its ability to provide the Business Continuity Infrastructure (including Business Continuity Premises) or the Business Continuity Services is affected by a Force Majeure Event.

1.4 Without limiting paragraph 1.3 above, the Service Provider shall:

- (A) develop the:
  - (1) Business Continuity Plan; and
  - (2) Business Continuity Test Schedule,in accordance with paragraph 2.1 (*Business Continuity Plan and Business Continuity Test Schedule*);
- (B) throughout the Term, review and keep up to date the Business Continuity Plan and the Business Continuity Test Schedule and submit them to TTL for Approval and in any event in accordance with paragraph 2.3 (*Business Continuity Plan and Business Continuity Test Schedule*);
- (C) provide the Business Continuity Infrastructure and other actions or measures specified in the Business Continuity Plan to prevent or limit the effects of any:
  - (1) Business Continuity Event; or
  - (2) Disaster Recovery Event;
- (D) test the:
  - (1) Business Continuity Plan;
  - (2) Business Continuity Services; and
  - (3) Business Continuity Infrastructure,in accordance with paragraph 3 (*Business Continuity Testing*);

- (E) provide the Business Continuity Services and implement the applicable provisions of the Business Continuity Plan and comply with its other obligations in this Schedule 25.

## 2. **Business Continuity Plan and Business Continuity Test Schedule**

### 2.1 The Service Provider shall:

- (A) ensure that a draft:

- (1) Business Continuity Plan (which shall include the requirements set out in paragraph 2.8 below); and
- (2) Business Continuity Test Schedule (which shall include the Business Continuity Testing),

are prepared and submitted to TTL not less than ten (10) Working Days prior to the relevant Milestone Date for Approval. As part of the Approval process, the Service Provider shall:

- (a) deliver an Approved Business Continuity Plan to support Registrations between the Registrations Go Live Date and the Operational Commencement Date, this Approved Business Continuity Plan for Registrations to be delivered by Milestone 18 (*Business Operations Readiness 2 (Registrations RFS Start)*);
- (b) Test the Business Continuity Plan for Registrations required between the Registrations Go Live Date and the Operational Commencement Date, as part of the activities required for the achievement of Milestone 20 (*Business Operations Readiness 3 – Registrations RFS Complete*). The Business Continuity Plan shall be Fit for Purpose to enable the successful completion of all Tests referred to in paragraphs 8.1(H) and 9.1(G) (*Implementation Phase Testing*) of Schedule 4 (*Testing Regime*) and paragraph 2 (*Testing Regime General Principles*) of Schedule 4 (*Testing Regime*) and the criterion to be met for Milestone 20 (*Business Operations Readiness 3 – Registrations RFS Complete*);
- (c) update the Business Continuity Plan to support all of the Operational Services required after the Operational Commencement Date, this Business Continuity Plan for all of the Operational Services to be delivered by Milestone 26 (*Full Service Ready for Service Testing Start*); and
- (d) Test the updated Business Continuity Plan for all of the Operational Services required after the Operational Commencement Date, as part of the activities required for the achievement of Milestone 28 (*Full Service Ready for Service Testing Complete/Full Service Ready for Go-Live*). The Business Continuity Plan shall be Fit for Purpose to enable the successful completion of all Tests referred to in paragraphs 8.1(H) and 9.1(G) (*Implementation Phase Testing*) of Schedule 4 (*Testing Regime*) and paragraph 2 (*Testing Regime General Principles*) of Schedule 4 (*Testing Regime*) and the criterion to be met for

Milestone 28 (*Full Service Ready for Service Testing Complete/Full Service Ready for Go-Live*).

- (B) throughout the Term, maintain the:
  - (1) Business Continuity Plan; and
  - (2) Business Continuity Test Schedule,including pursuant to paragraph 2.3 below.

2.2 TTL shall use all reasonable endeavours to ensure that:

- (A) the Interested Parties, Other Service Providers and the Insurance Provider will provide the appropriate services to the Service Provider; and
- (B) the Interested Parties', Other Service Providers' and the Insurance Provider's business continuity plans shall be made available to the Service Provider so that they can be taken into account by the Service Provider in the development of the Business Continuity Plan and the Business Continuity Test Schedule.

2.3 The Service Provider shall review (including in accordance with paragraph 2.5 below) and resubmit the Business Continuity Plan and the Business Continuity Test Schedule to TTL for Approval:

- (A) at least annually following the Operational Commencement Date; or
- (B) at other intervals if requested as part of any Change or as may be required by TTL or the Service Provider,

(and the Service Provider shall, at its sole cost and expense, promptly following such Approval implement the latest Business Continuity Plan and the Business Continuity Test Schedule), in each case without prejudice to the Service Provider's obligations to comply with Good Industry Practice.

2.4 Notwithstanding anything in paragraph 2.3 above, the Service Provider shall not change the Business Continuity Plan or the Business Continuity Test Schedule without TTL's prior written agreement.

2.5 The Service Provider shall ensure that the reviews conducted in accordance with paragraph 2.3 above:

- (A) examine the procedures and methodologies set out in the Business Continuity Plan and the Business Continuity Test Schedule; and
- (B) assess their suitability in light of any amendments to the LCHS Assets, Service Systems and Services that have occurred since the original Business Continuity Plan or Business Continuity Test Schedule respectively or the most recent review (whichever is later).

Within twenty (20) Working Days of conclusion of such review, the Service Provider shall provide to TTL a report regarding specifying:

- (1) the findings of the review;

- (2) any resulting changes to the risk profile of the LCHS Assets, Service Systems and/or Services; and
- (3) the recommendations for addressing the new risk profile and any other findings of the review, as the Service Provider deems necessary.

2.6 TTL may from time to time issue a notice to the Service Provider requiring the Service Provider to amend the Business Continuity Plan or the Business Continuity Test Schedule. TTL may also require the Service Provider to:

- (A) liaise, assist and co-operate with other members of the TfL Group, Interested Parties, Other Service Providers and the Insurance Provider (both when developing and when integrating the amendments to the Business Continuity Plan and the Business Continuity Test Schedule) in order to ensure consistency and inter-operability between the various business continuity and disaster recovery plans of the Service Provider and Interested Parties, Other Service Providers and the Insurance Provider; and
- (B) produce the updated Business Continuity Plan and Business Continuity Test Schedule on the basis of any amendments identified in accordance with paragraph 2.6(A) above.

Any disputes arising pursuant to this paragraph 2.6 shall be dealt with in accordance with the Dispute Resolution Procedure.

2.7 The Service Provider may request additional payment or changes to the Service Charges only in respect of material amendments to the:

- (A) Business Continuity Plan; or
- (B) Business Continuity Test Schedule,

where such amendments arise as a result of a decision by TTL to change its requirements pursuant to paragraph 2.6 above in accordance with the Change Control Request Procedure, other than as a result of any act or omission of the Service Provider (or any of its Sub-Contractors).

2.8 Without limitation to the generality of Clause 46 (*Business Continuity*), the Service Provider shall ensure that the Business Continuity Plan includes:

- (A) an introduction describing:
  - (1) the purpose and structure of the Business Continuity Plan; and
  - (2) how to use the Business Continuity Plan;
- (B) a master plan describing the overall strategy for ensuring Business Continuity (and for responding to a Business Continuity Event or Disaster Recovery Event) in respect of all LCHS Assets and Service Systems, including the interrelationships and dependencies of each of the parts of the Business Continuity Plan in paragraph 2.8(C) below;
- (C) plans in order to ensure Business Continuity (and to respond to a Business Continuity Event or Disaster Recovery Event) in respect of the relevant parts of the LCHS Assets and Service Systems, including:

- (1) a risk and issue assessment;
- (2) Business Continuity planning and all actions or measures to prevent or limit the effect of any Business Continuity Event or Disaster Recovery Event such as hot, warm, cold or mobile backup sites, locations or arrangements with Sub-Contractors;
- (3) a description of all methods, processes and procedures and other actions and sequences to be followed for Business Continuity and to respond to a Business Continuity Event or Disaster Recovery Event (all such processes, procedures, actions and sequences to be at the sole cost and expense of the Service Provider), including:
  - (a) notifying TTL Personnel, Customers, Interested Parties, Other Service Providers, Third Parties and Service Provider Personnel and Sub-Contractors;
  - (b) assignment of Service Provider Personnel and tasks;
  - (c) using backups or storage, recovering, re-entering or correcting Data;
  - (d) using additional Service Provider Personnel or other resources to be deployed, or additional, alternative or replacement Systems, premises (including the Business Continuity Premises), processing, processes or procedures;
- (4) all steps to be taken (such steps to be at Service Provider's sole cost and expense) for the LCHS Assets, Service Systems, Data, Premises, Service Provider Personnel or Services (or any parts thereof) to be provided in accordance with this Agreement (such that the Business Continuity Plan can be ended pursuant to paragraphs 6.5 and 6.6 (*General*));
- (5) management and review activities;
- (6) the relevant parts of the Business Continuity Test Schedule;
- (7) a description of how the relevant part of the Business Continuity Plan should be applied to not less than four (4) potential Business Continuity Event or Disaster Recovery Event scenarios to be specified by TTL, at TTL's absolute discretion, including:
  - (a) loss of access to Premises;
  - (b) sickness of Service Provider Personnel;
  - (c) corruption of Data; and
  - (d) loss of power at, or communications with, or operation of a Docking Station, such that more than twenty five percent (25%) of the total population of Docking Stations which should be in service are, due to such events, out of service.

(each a "**Scenario**") and action maps for each different Scenario;

- (8) a description of the capability of the LCHS Assets, Service Systems and/or Services to be delivered under each Scenario as a proportion of the capability required under the provisions of the Agreement, including the Service Levels;
- (9) a description of the the Business Continuity Infrastructure;
- (10) proposed Service Levels to apply in relation to the alternative, additional or replacement LCHS Assets, Service Systems, Premises (including the Business Continuity Premises), Service Provider Personnel, processing, methods, processes or procedures or other actions or measures in relation to restoration, reinstallation, repair, removal, retrieval, re-entering, recovery or replacement set out in the Business Continuity Plan, but only to the extent that the existing Service Levels under Schedule 5 (*Service Level Agreement*) or otherwise agreed using the Change Control Request Procedure or in respect of Additional Services cannot in any way be applied;
- (11) provision for an extended Business Continuity Event or Disaster Recovery Event, such as permanent loss of the Premises; and
- (12) separate detailed plans in respect of responding to a:
  - (a) Business Continuity Event; and
  - (b) Disaster Recovery Event (and including all LCHS Assets and Service Systems for responding to a Disaster Recovery Event).
- (13) measures to ensure continuity of Services in the event of:
  - (a) Back Office or Business Continuity loss;
  - (b) Docking Station functionality loss;
  - (c) Data loss or Data corruption which prevents operation of the London Cycle Hire Scheme;
  - (d) Systems failure; and
  - (e) failure of the communication links between Docking Station and the Service Systems
- (14) provision for the availability of the Contact Centre / Services Website including:
  - (a) how availability and Business Continuity will be maintained; and
  - (b) how the required infrastructure will be used for System maintenance and backup to support Business Continuity.
- (15) provision for availability of Terminals and smartcard readers; and
- (16) details on how loss of communications or power will impact:
  - (a) Charges in progress;



- (b) Charges during loss of communications or power; and
- (c) the availability of Bicycles for hire.

2.9 The Service Provider shall ensure that the Business Continuity Plan is designed in such a way to ensure that:

- (A) the Business Continuity Plan does not depend on any Interested Party or Other Service Provider adjusting its Hardware, Software or Systems as a result of any Business Continuity Event or Disaster Recovery Event;
- (B) in the event of a Business Continuity Event or Disaster Recovery Event:
  - (1) the security of the LCHS Assets, Service Systems and Services (or any part thereof) is not compromised in any way by the Business Continuity Event or Disaster Recovery Event;
  - (2) the Service Provider will still be able to make available Data so that the Services will be able to perform the Data synchronisations required in order to ensure consistent Data across the Services and Service Systems;
- (C) it allows the Services to be provided by the Service Provider in accordance with the Service Levels and that the Business Continuity Plan mitigates the adverse impact of a Business Continuity Event or Disaster Recovery Event on such Service Levels;
- (D) the Business Continuity Plan is upgradeable and sufficiently flexible to support any changes to the business functionality and changes to the business processes facilitated and supported by the LCHS Assets and Service Systems in the future (including pursuant to paragraph 4 (*Changes to Technology*) to Schedule 40 (*Service Systems*));
- (E) the Service Provider is able to respond to, and comply with, the instructions or directions of any civil and/or military authority (including the fire, police or army services) attending any premises (including the Premises) affected by a Business Continuity Event or Disaster Recovery Event, without affecting the Service Provider's compliance with Schedule 14 (*Security Policy*) and the Security Plan; and
- (F) it otherwise complies with the provisions of:
  - (1) Clause 47 (*Security Policy*);
  - (2) the Security Plan; and
  - (3) Schedule 14 (*Security Policy*).

### 3. **Business Continuity Testing**

3.1 Subject to paragraph 3.5 below, the Service Provider shall, at its own cost and expense, conduct Business Continuity Testing of all aspects of the Business Continuity Plan (including the Business Continuity Services and the Business Continuity Infrastructure) in accordance with the Business Continuity Test Schedule and as a minimum:

- (A) during Ready for Service Testing;
- (B) once in each twelve (12) Month period taken from the Operational Commencement Date,

in each case at a time agreed in writing with TTL in advance.

3.2 The Business Continuity Test Schedule shall include, as a minimum a sufficient set of scheduled:

(A) System Level Tests, which shall Test each component of the:

- (1) Business Continuity Infrastructure;
- (2) LCHS Assets; and
- (3) Service Systems;

and the capabilities and procedures undertaken by the Service Provider's technical and operational Service Provider Personnel; and

(B) Total Service Tests for the Business Continuity Plan;

to demonstrate the capability of the Service Provider to:

- (a) execute the Business Continuity Plan;
- (b) provide the Business Continuity Services; and
- (c) satisfy the requirements of this Schedule 25.

3.3 The Service Provider shall conduct the first System Level Test and Total Service Test no less than four (4) Months following the Operational Commencement Date and as detailed in the Business Continuity Schedule.

3.4 Subject to TTL's prior written consent, the Service Provider may conduct the Tests described above, at its own cost and expense, more frequently than is specified in paragraph 3.1 above, if the Service Provider, acting in accordance with Good Industry Practice, deems it necessary.

3.5 TTL shall be entitled to require the Service Provider to conduct Business Continuity Testing (in whole or part), more frequently than as set out in paragraph 3.1 above, in the event that either:

- (A) TTL agrees to pay the Service Provider's reasonable costs in carrying out such Tests; or
- (B) subject to paragraph 3.6 below, TTL reasonably believes that the Service Provider is not complying with its obligations under this Schedule 25; or
- (C) there is a loss of service or failure to meet all Service Levels due to an event that TTL reasonably believes to have been a:
  - (1) Business Continuity Event; or
  - (2) Disaster Recovery Event,

in which case such Tests shall be conducted at the Service Provider's sole cost and expense.

- 3.6 If TTL has requested the Service Provider to conduct Business Continuity Testing pursuant to paragraph 3.5(B) above, the Service Provider's reasonable costs (as notified in advance in writing and calculated at the rates specified in Annex G (*Principles to Apply to the Pricing of Changes to this Agreement*) to Schedule 9 (*Change Control Request Procedure*)) shall be borne by TTL, unless the Tests fail as determined in accordance with the provisions of Schedule 4 (*Testing Regime*), in which case the costs and expenses (including TTL's and any Interested Party's, Other Service Provider's and/or Third Party's costs and expenses) shall be borne by the Service Provider.
- 3.7 The Service Provider shall:
- (A) produce a Test Plan and Test Specifications for each Test required for Business Continuity Testing;
  - (B) make copies of such Test Plans and Test Specifications available to TTL upon request;
  - (C) provide TTL with ten (10) Working Days' notice of its intention to carry out Business Continuity Testing;
  - (D) entitle TTL, at its sole discretion, to require TTL Personnel to participate in Test Witnessing of any Tests performed as part of the Business Continuity Testing; and
  - (E) provide TTL with a copy of the results of each Test performed as part of the Business Continuity Testing.
- 3.8 Where Tests require downtime of the whole or part of the LCHS Assets, Service Systems and/or Services, the date and timing of such Tests shall be subject to prior agreement with TTL. Any downtime approved by TTL in writing and in advance of such Tests being performed shall be excluded from any measurement of Service Levels for the purposes of Schedule 5 (*Service Level Agreement*) in respect of the relevant Performance Indicators affected by such Tests.
- 3.9 The Service Provider shall:
- (A) undertake and manage the Business Continuity Testing in full consultation with TTL and any Interested Party, Other Service Provider and/or any Third Party nominated by TTL;
  - (B) liaise with TTL in respect of the planning, performance and review of each Test; and
  - (C) participate in the Business Continuity Testing with Interested Parties, Other Service Providers and/or any Third Party, as TTL may require from time to time.
- 3.10 Any participation by TTL in relation to the Testing of the Business Continuity Plan will be without prejudice to and will not be deemed in any way to:
- (A) restrict:

- (1) the steps required to be taken by the Service Provider pursuant to this Schedule 25; or
    - (2) the Service Provider obligations under Clause 60 (*Force Majeure*); or
  - (B) be acceptance or Approval by TTL that the Business Continuity Plan is adequate.
- 3.11 If any aspect of the Business Continuity Testing fail to meet the criteria in the Business Continuity Plan, the Service Provider shall take such action, at its own expense, as is necessary, and repeat such tests until all the relevant criteria are met.
4. **Business Continuity Services and Business Continuity Infrastructure**
- 4.1 The Service Provider shall:
- (A) provide the Business Continuity Services and Business Continuity Infrastructure in accordance with the:
    - (1) Statement of Requirements; and
    - (2) Design Documents;
  - (B) ensure that the Business Continuity Services and Business Continuity Infrastructure comply with:
    - (1) Clause 47 (*Security Policy*);
    - (2) the Security Plan; and
    - (3) Schedule 14 (*Security Policy*).
- 4.2 Notwithstanding paragraph 4.1(A) above, the Service Provider shall ensure that:
- (A) appropriate Business Continuity Services and Business Continuity Infrastructure shall be provided by it (or to it by its Sub-Contractors) in accordance with the Business Continuity Plan and the requirements of this Schedule 25; and
  - (B) its Sub-Contractors':
    - (1) business continuity plans and disaster recovery plans shall be integrated into and comply with the Business Continuity Plan; and
    - (2) business continuity services and business continuity infrastructure are fully integrated into the Business Continuity Infrastructure.
- 4.3 TTL shall use reasonable endeavours to ensure that appropriate services are provided by Interested Parties and Other Service Providers to enable the Service Provider to provide the Business Continuity Services and the Business Continuity Infrastructure, in accordance with this Agreement.
- 4.4 The Service Provider shall ensure that spares, maintenance equipment and Test equipment are available for use at the Premises (including the Business Continuity Premises) in order to support and maintain provision of the:

- (A) Business Continuity Services; and
- (B) Business Continuity Infrastructure.

4.5 In the event that:

- (A) the Premises are unavailable or inaccessible due to a Disaster Recovery Event; or
- (B) a Business Continuity Event affects any LCHS Assets, Service Systems or Services,

the Service Provider shall ensure that all of the Services that would otherwise be provided from or via those Premises (including all Operational Services envisaged under this Agreement and contact information and methods identified in the Communication Plan) continue to be provided through the Business Continuity Infrastructure independent of the Premises by redirecting the provision of such Services to the Business Continuity Premises.

4.6 The Service Provider shall ensure that:

- (A) for all Business Continuity Premises, there is a Business Continuity Manager at the Business Continuity Premises;
- (B) the Business Continuity Manager shall:
  - (1) act as a single point of contact for TTL in relation to all matters concerning the provision of the Business Continuity Services and the Business Continuity Infrastructure; and
  - (2) be responsible for:
    - (a) executing the Business Continuity Services; and
    - (b) providing the Business Continuity Infrastructure,
- (C) there is a emergency management team comprising Service Provider Personnel, which shall act as a point of contact for TTL and be available twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days of the year, including in the event of a Business Continuity Event or a Disaster Recovery Event;
- (D) the Service Systems, including the Business Continuity Infrastructure, permit remote access, monitoring and control of elements of the Service Systems sited or situated at the Premises. The Service Provider shall ensure that these remote facilities are usable from the Business Continuity Premises and permit management of and access to Data in order to ensure that there is no loss of Data in the event that the Premises are unavailable or evacuated; and
- (E) the Business Continuity Infrastructure is at all times equipped with:
  - (1) appropriate LCHS Assets; and
  - (2) the version and release of the Service Systems that are in the same version and release used in the rest of the Service Systems,

in order to ensure that the Business Continuity Services can be provided effectively and that there is no or minimal disruption to the London Cycle Hire Scheme.

5. **TTL's Right to Inspect**

5.1 Without prejudice to any other rights of TTL under Clause 42 (*Audit and Inspection*) or any other provisions of the Agreement, TTL Personnel may (at TTL's absolute discretion) inspect any:

- (A) Premises (including the Business Continuity Premises);
- (B) LCHS Assets;
- (C) Service Systems,

in order to identify any circumstances which caused or may cause the Business Continuity Plan to be invoked.

5.2 The Service Provider shall:

- (A) make available all relevant information, Data, assistance and facilities; and
- (B) provide access to such Premises (including Business Continuity Premies) and Service Provider Personnel,

in order to TTL Personnel to such conduct such inspection and as otherwise requested by TTL.

6. **General**

6.1 The Service Provider shall ensure that the:

- (A) Business Continuity Plan;
- (B) Business Continuity Services; and
- (C) Business Continuity Infrastructure,

each comply, as a minimum, with:

- (1) Good Industry Practice; and
- (2) Schedule 28 (*Service Provider's Solution*).

6.2 The Service Provider agrees that, in determining what constitutes Good Industry Practice, TTL may:

- (A) provide any information, data or documentation to any Third Party in order to assess Good Industry Practice or whether Good Industry Practice is being complied with pursuant to paragraph 6.1 above; and
- (B) subject to the Service Provider's right to dispute any Third Party assessment in accordance with Clause 81 (*Dispute Resolution Procedure*), require the Service Provider to review and resubmit the Business Continuity Plan and the Business Continuity Test Schedule for Approval pursuant to

paragraph 2.3 (*Business Continuity Plan and Business Continuity Test Schedule*) based upon that Third Party's assessment of Good Industry Practice.

- 6.3 The Service Provider shall implement the relevant provisions of the Business Continuity Plan in accordance with the applicable timescales specified in the Business Continuity Plan (or, if no such timescales are specified, as soon as possible) following the occurrence of a Business Continuity Event or Disaster Recovery Event, provided that the Service Provider shall be under no obligation to implement the Business Continuity Plan in the event that the Service Provider can demonstrate to the satisfaction of TTL that:
- (A) the Service Provider is able to provide the Services at the level of performance required under the Service Level Agreement otherwise than through the implementation of the Business Continuity Plan; and
  - (B) either:
    - (1) there is only a remote risk that the relevant Business Continuity Event or Disaster Recovery Event will affect the LCHS Assets, Service Systems, Services, Services Data, Premises, Service Provider Personnel, TTL Personnel, members of the public (including Customers) and overall provision of the London Cycle Hire Scheme;
    - (2) only a negligible portion of the LCHS Assets, Service Systems, Services, Services Data, Premises, Service Provider Personnel or TTL Personnel would be affected by the relevant Business Continuity Event or Disaster Recovery Event; or
    - (3) the implementation of the Business Continuity Plan would be against the best interests of the TfL Group under the circumstances of the Business Continuity Event or Disaster Recovery Event.
- 6.4 Subject to paragraph 3.8 (*Business Continuity Testing*) above, the Service Provider agrees that the Service Levels shall continue to apply in the event that a Business Continuity Event or Disaster Recovery Event occurs.
- 6.5 Without limiting paragraph 6.4 above, the Service Provider shall ensure that the LCHS Assets, Service Systems, Services, Services Data, Premises or Service Provider Personnel (or any parts thereof) used to provide the Services are resumed as soon as possible (and, in any event, within the time frames set out in the Business Continuity Plan) following a Business Continuity Event or Disaster Recovery Event (as applicable) in place of the Business Continuity Infrastructure or Business Continuity Services or any other alternative, additional or replacement Hardware, Software, assets, Systems, Business Continuity Premises, Service Provider Personnel, processing, methods, processes or procedures as set out in the Business Continuity Plan.
- 6.6 The Service Provider shall only cease to:
- (A) follow the Business Continuity Plan;
  - (B) use the Business Continuity Infrastructure; and/or

(C) provide the Business Continuity Services,

following a Business Continuity Event or a Disaster Recovery Event, once TTL has agreed in writing that the Service Provider may do so, provided that TTL shall not withhold its agreement if the Service Provider can demonstrate to the satisfaction of TTL (TTL acting reasonably) that:

- (1) the Service Provider is able to provide the Services at the level of performance required under the Service Level Agreement otherwise than through the implementation of the Business Continuity Plan; and
- (2) either:
  - (a) there is only a remote risk that the relevant Business Continuity Event or Disaster Recovery Event will affect the LCHS Assets, Service Systems, Services, Services Data, Premises, Service Provider Personnel, TTL Personnel, members of the public (including Customers) and overall provision of the London Cycle Hire Scheme;
  - (b) only a negligible portion of the LCHS Assets, Service Systems, Services, Services Data, Premises, Service Provider Personnel or TTL Personnel would be affected by the relevant Business Continuity Event or Disaster Recovery Event; or
  - (c) the implementation of the Business Continuity Plan would be against the best interests of the TfL Group under the circumstances of the Business Continuity Event or Disaster Recovery Event.