

TERMS AND CONDITIONS OF PURCHASE

1 DEFINITIONS AND INTERPRETATION

1.1 In this Contract the following words should have the following meanings:

“**Business Day**” means a weekday (other than a Saturday, Sunday or public holiday in England) on which the banks are open for domestic business in the City of London;

“**Buyer**” means the company who issued the Purchase Order;

“**Buyer’s Policies**” means the Data Protection Policy and Policy on Alcohol and Drugs;

“**Conditions**” shall mean these Terms and Conditions of Purchase;

“**Confidential Information**” means information disclosed to the receiving party or which it obtains in relation to the other party which is of a confidential nature, including all technical or commercial know-how, specifications, inventions, processes, trade secrets, business affairs, initiatives, data, employee data or customer data and the terms of this Contract;

“**Contract**” means the contract between the Buyer and Seller consisting of the Purchase Order, the Conditions and any other documents specified in the Purchase Order;

“**Data Protection Legislation**” shall have the meaning given to it in the Data Protection Policy;

“**Data Protection Policy**” means the Buyer’s policy in relation to data protection, which is included as Schedule 1 to this Purchase Order

“**Deliverables**” means any goods, products or works arising from the provision of the Services;

“**Flowdown Terms**” means the terms and conditions of the Buyer’s customer, as set out in Schedule 2 to Schedule 4 of this Agreement.

“**Goods**” means all goods specified in the Purchase Order (if any);

“**Government Authority**” means any UK national, European Union, state or local government, any political subdivision thereof or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or other similar entity and includes the Department for Transport, Secretary of State, Network Rail, RSSB and ORR; “**parties**” means both the Buyer and the Seller, and “**party**” shall mean either of them;

“**Policy on Alcohol and Drugs**” means the Buyer’s policy in relation to alcohol and drugs, which the Buyer shall make available to the Seller on request

“**Purchase Order**” means the Buyer’s Purchase Order which specifies that the Conditions apply to it;

“**Screening Requirements**” means that the person in question has provided bona fide documentary proof of an official nature evidencing: (i) their identity; (ii) their right to work in the United Kingdom; and (iii) any other matter that the Buyer may reasonably notify to the Seller from time to time;

“**Seller**” shall mean the person, firm or company to whom the Purchase Order is issued; and

“**Services**” means the services specified in the Purchase Order (if any).

1.2 References to a Clause are to a Clause in these Conditions.

1.3 The headings in these Conditions are for convenience only and shall not affect the interpretation of the Contract.

1.4 A reference to a party includes its personal representatives, successors or permitted assigns.

1.5 Any reference in this Agreement to any statute shall include references to any statutory modification of it or any re-enactment that supersedes it from time to time, and to any regulation or subordinate legislation made under it (or under such a modification or re-enactment).

1.6 Reference to the plural shall include the singular and vice versa, and reference to one gender includes reference to all genders. Any reference to a person shall be to all legal persons of whatever kind and shall include incorporated and unincorporated persons.

1.7 If there is any inconsistency between the documents comprising the Contract, they shall have precedence in the following order: The Flowdown Terms; (2) the Purchase Order; (3) the Conditions; (4) the Buyer’s Policies; and (5) any other documents specified in the Purchase Order.

2 BASIS OF THE CONTRACT

2.1 These conditions shall apply in respect of all goods and/or services ordered under a purchase order unless a written contract signed by both parties has been or is subsequently entered into for such goods and/or services.

2.2 Save as provided for in Clause 2.1 these Conditions apply to the Contract to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and this Contract comprises the entire agreement between the parties and replaces any previous agreement relating to the same subject matter. For the avoidance of doubt, the acceptance of Goods and/or Services by the Buyer in accordance with Clause 7 shall not constitute acceptance of any other terms or conditions. Variations to these Conditions shall only take effect in accordance with Clause 8.

2.3 The Purchase Order constitutes an offer by the Buyer to purchase the Goods and/or Services and any Deliverables in accordance with these Conditions.

2.4 The Purchase Order shall be deemed to be accepted by the Seller on the earlier of:

2.4.1 the Seller issuing a written acceptance of the Purchase Order, and

2.4.2 the Seller performing any act consistent with fulfilling the Purchase Order.

2.5 The Seller shall at all times comply with the provisions of Schedule 2 to 4.

3 GOODS

3.1 The Seller warrants that all and any Goods delivered under the Contract shall be:

3.1.1 of satisfactory quality and free from defects in material, design or workmanship;

3.1.2 fit for the purpose for which the Goods are reasonably required. If the Seller has any doubts as to the purpose for which the Buyer requires the Goods, it must seek clarification from the Buyer;

3.1.3 conform with any specifications, drawings, descriptions or samples provided by the Seller and/or referred to in the Contract;

3.1.4 free of any third party lien, claim, title or interest; and

3.1.5 the sole property of the Seller and that the Seller has full and unrestricted right and authority to supply to the Buyer.

3.2 The Seller warrants that the Goods shall be new, and that any item or component part comprising the Goods shall be new.

4 SERVICES

4.1 The Seller warrants that it shall provide the Services under the Contract:

4.1.1 promptly (and in any event in accordance with the provisions of Clause 5) and with all due skill, care and diligence and in accordance with generally recognised commercial practices and standards in the Seller’s industry, trade or profession;

4.1.2 in accordance with the Purchase Order and any drawings, descriptions or samples provided by the Seller and/or referred to in the Contract;

4.1.3 using only appropriately experienced, qualified and trained personnel; and

4.1.4 in compliance with all laws and regulations applicable from time to time in the UK to the Services and the Deliverables and their use.

4.2 The Seller shall ensure that the Deliverables and all goods, materials, standards & techniques used in providing the Services are of satisfactory quality and free from defects in workmanship, installation and design.

5 DELIVERY

5.1 The date and location for delivery of the Goods and/or performance of the Services shall be that specified in the Purchase Order or, if not specified:

5.1.1 within 5 Business Days of the date of the Purchase Order, or as instructed by the Buyer,

5.1.2 at the applicable location as confirmed by the Buyer in writing, and

5.1.3 during the Buyer’s normal hours of business, or as instructed by the Buyer.

Time shall be of the essence in relation to delivery and the Seller shall be responsible for any loss the Buyer suffers as a result of the late delivery of any Goods and/or performance of Services.

5.2 Delivery of Goods and/or Services may only be made in instalments if specified in the Purchase Order or through the express written instruction of the Buyer.

5.3 The Seller shall be responsible for packaging the Goods safely so as to protect the Goods and/or any item or part of the Goods during transportation, unloading or storage. The Seller must separately number all cases, packages or items. The Seller shall submit an itemised packing list or delivery note with the Goods on delivery showing the packing numbers and the Purchase Order number. The Purchase Order number and packing numbers must also be shown on any corresponding invoice and/or monthly statements.

5.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the delivery location.

5.5 The property and risk in the Goods shall remain with the Seller until they are delivered in accordance with this Clause 5 and shall transfer to the Buyer upon delivery in accordance with this Clause 5.

5.6 Where the Supplier is required to enter the Buyer's premises in order to supply the Goods or Services, the Supplier, its employees, agents and subcontractors shall at all times comply with all current applicable laws, regulations and approved codes of practice relating to health, safety, access and security, issued by appropriate authorities and all current policies and written or oral instructions relating to health, safety, access and security issued by the Buyer or its representatives.

6 PRICE AND PAYMENT

6.1 The price for the Goods and/or Services shall be as specified in the Purchase Order, unless the Seller's standard charges for the Goods and/or Services are lower on the scheduled delivery date than the prices quoted in the Purchase Order. In this event, the Buyer shall be entitled to purchase the Goods and/or Services at the lower price.

6.2 The Seller warrants that the price set out in the Purchase Order for the Goods and/or Services is at least as low as the price at which the Seller is currently selling to its most favoured customer the Goods and/or Services or comparable Goods and/or Services in substantially similar volumes on broadly similar terms and conditions.

6.3 Unless otherwise stated in the Purchase Order or agreed by the Buyer in writing, the price is inclusive of all costs and expenses for the provision of the Goods and/or Services.

6.4 Unless stated otherwise in the Purchase Order, the price payable by the Buyer is deemed to be exclusive of VAT. The Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT (if any) as are chargeable on the supply of the Goods and/or Services.

6.5 Invoices must be forwarded to the Buyer in accordance with the instructions contained in the Purchase Order. Invoices must show the Purchase Order number and any delivery advice note number for any Goods delivered.

6.6 Any advance payments of the price made by the Buyer shall be held by the Seller as part payment and not as a deposit.

6.7 The Seller shall invoice the Buyer upon delivery of the Goods and/or performance of the Services. Payment shall be due according to the terms specified in the Purchase Order or, if not specified then the date 60 days after the later of:

6.7.1 the date of the Seller's invoice,

6.7.2 the date that the Buyer receives the Seller's invoice, or

6.7.3 the date that the Goods and/or Services are delivered and/or performed (as applicable) by the Seller in accordance with Clause 5.

6.8 In all cases, payment shall be due by the Buyer subject to delivery of the Goods and/or performance of the Services having been made by the Seller and the receipt by the Buyer of an invoice presented in accordance with this Clause 6.

6.9 The Seller shall issue the Buyer with a regular monthly statement showing amounts due or payable in respect of any outstanding invoices.

6.10 The Seller shall be entitled to charge interest on any undisputed overdue payment at the rate of 2% per annum above the base rate of Royal Bank of Scotland then prevailing, such interest being charged from the date on which the Seller notifies the Buyer of the overdue payment until payment of the amount due has been made.

7 ACCEPTANCE

7.1 The Buyer shall have the right to inspect the Services and test the Goods at any time before, during or after delivery or performance.

7.2 The Seller acknowledges that a complete inspection of the Goods and/or Services and/or Deliverables cannot be made on delivery and agrees that, by taking delivery of the Goods and/or Services, the Buyer is not agreeing that delivery constitutes satisfactory performance of the Contract and does not waive or relinquish any rights that it may have against the Seller for failure to discharge its obligations under the Contract.

7.3 Any payments by the Buyer to the Seller shall not signify acceptance of the Goods and/or Services. Provided that the Buyer has not notified the Seller of any non-conformance in accordance with this Clause 7 then the Goods and/or Services shall be deemed to have been accepted on the earlier of:

7.3.1 the date that the Buyer sends the Seller written notice of acceptance; and

7.3.2 the date 30 days after delivery of the Goods and/or performance of the Services.

7.4 Acceptance of any Goods and/or Services in accordance with this Clause 7 that are non-conforming for any reason shall be without prejudice to any rights of the Buyer, including in respect of any warranties or remedies, and shall not mean that the Goods and/or Services have been deemed to be compliant.

7.5 Where Goods and Services supplied by the Seller are defective or non-conforming for any reason, the Buyer shall give notice to the Seller of its rejection of the Goods and/or Services or part of them within a reasonable time of delivery and/or performance.

7.6 Without prejudice to any other remedies available to the Buyer, the Buyer shall have the option to require the Seller to re-perform, repair or replace Goods and/or Services which are defective or non-conforming promptly and at no expense to the Buyer, or to refund to the Buyer the price for the defective Goods and/or Services.

7.7 During any warranty period specified in the Contract, software updates and corrections shall be provided by the Seller free of charge.

8 VARIATION

8.1 Any variation to the Contract must be agreed in writing by both parties and must refer to the original Purchase Order number.

9 ORDER CANCELLATION

9.1 The Buyer shall have the right to cancel the Contract in respect of any standard stocked Goods or Services of the Seller at any time prior to delivery without incurring any charge. The Buyer shall have no further liability to the Seller in respect of the cancelled Contract or the cancelled part of the Contract, as applicable.

9.2 If the Buyer cancels the Contract for non-standard stocked Goods the Buyer shall reimburse the Seller's reasonable costs incurred directly from such cancellation (provided that the Seller shall take all reasonable steps to mitigate such costs). Any such reimbursement shall be the Seller's sole and exclusive remedy in respect of the cancellation and the Buyer shall have no further liability to the Seller in respect of the cancelled Contract or the cancelled part of the Contract, as applicable.

9.3 The Buyer may terminate the Contract or any part of it immediately by giving notice in writing to the Seller if the Seller fails to supply the Goods and/or perform the Services by the date and time for delivery set out at Clause 5, or the Buyer reasonably believes at any time that the Seller will not supply the Goods or Services by the date and time for delivery set out at Clause 5, and the Buyer shall have no further liability to the Seller following cancellation of the Contract for these reasons.

10 LIABILITY

10.1 Without prejudice to any other Buyer right or remedy under the Contract, if the Seller fails to provide the Goods and/or Services and/or Deliverables or any part thereof in accordance with the terms of the Contract the Seller shall indemnify the Buyer in respect of the cost to the Buyer of obtaining the Goods and/or Services and/or Deliverables or the relevant part thereof from an alternative source and any additional costs incurred by the Buyer as a result of the disruption and any other consequences of the failure or delay.

10.2 The Buyer may set off any amount it owes to the Seller against any amount due or payable by the Seller to the Buyer whether or not either liability arises under the Contract.

10.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Seller.

10.4 The aggregate liability of the Buyer under this Contract shall in no event exceed the value of all payments by the Buyer to the Seller under this Contract.

11 PRE-EMPLOYMENT SCREENING

11.1 The Seller shall:

11.1.1 verify and procure that each of its permitted sub-contractors (if any) verifies that each person engaged by it or on its behalf in respect of the performance of the Services satisfies the Screening Requirements prior to permitting any such person to be deployed towards the performance of the Services;

11.1.2 confirm in writing to the Buyer and procure that each of its permitted sub-contractors (if any) confirms in writing to the Buyer prior to commencing performance of any part of the Services, and thereafter on the dates falling every six (6)

calendar months after the date of this Contract or more frequently as may be notified by the Buyer to the Seller from time to time, that all persons engaged by it or on its behalf who are deployed towards the performance of the Services satisfy the Screening Requirements;

11.1.3 only deploy and procure that each of its permitted sub-contractors (if any) only deploys persons towards the performance of the Services who satisfy the Screening Requirements; and

11.1.4 promptly provide to the Buyer and procure that each of its permitted sub-contractors (if any) promptly provides to the Buyer all documentary evidence that the Buyer may reasonably request from time to time to allow the Buyer to verify that clauses 11(a) to 11(c) have been and are being complied with.

12 ALCOHOL AND DRUGS POLICY

12.1 The Seller agrees that it shall and shall procure that its employees, officers, agents and sub-contractors shall comply with the terms of the Policy on Alcohol and Drugs.

13 INTELLECTUAL PROPERTY RIGHTS

13.1 In respect of the Goods and any goods that are transferred to the Buyer as part of the Services under this Agreement, including without limitation the Deliverables or any part of them, the Seller warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Buyer, it will have full and unrestricted rights to sell and transfer all such items to the Buyer.

13.2 The Seller assigns to the Buyer, with full title guarantee and free from all third party rights, all intellectual property rights in the products of the Services, including the Deliverables.

13.3 The Seller shall indemnify the Buyer against any and all liabilities, costs, expenses, damages and losses that the Buyer suffers or incurs directly or indirectly as a result of a claim that the Buyer's use and/or possession or the Seller's supply of the Goods and/or Services infringes any intellectual property rights alleged to belong to a third party.

14 DATA PROTECTION

14.1 The Seller agrees that it shall and shall procure that its employees, officers, agents and sub-contractors shall:

14.1.1 comply with the provisions of the Data Protection Legislation;

14.1.2 comply with the terms of the Data Protection Policy; and

14.1.3 not by any act or omission put the Buyer in breach of the Data Protection Legislation.

14.2 The Seller shall notify the Buyer as soon as it becomes aware of any breach, or potential breach of the Data Protection Legislation or the Data Protection Policy by the Seller, its employees, officers, agents and subcontractors.

14.3 The Seller shall indemnify the Buyer against any and all liabilities, costs, expenses, damages and losses that the Buyer suffers or incurs directly or indirectly as a result of the Seller's breach of the obligations in Clause 14.1.

15 ANTI-BRIBERY AND CORRUPTION

15.1 The Seller shall and shall procure that each of its employees, officers, agents and subcontractors shall:

15.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Anti-Bribery Legislation");

15.1.2 not engage in any activity, practice or conduct which would constitute an offence by it under the Anti-Bribery Legislation; and

15.1.3 promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of this Contract.

15.2 The Seller shall indemnify the Buyer against any and all liabilities, costs, expenses, damages and losses that the Buyer suffers or incurs directly or indirectly as a result of the Seller's breach of the obligations in Clause 15.1

16 MODERN SLAVERY

16.1 In performing its obligations under the Agreement, the Seller shall and shall procure that each of its employees, officers, agents and subcontractors shall:

16.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015, (the "Modern Slavery Legislation"); and

16.1.2 not engage in any activity, practice or conduct which would constitute an offence by it under the Modern Slavery Legislation; and

16.2 The Seller shall notify the Buyer as soon as it becomes aware of:

16.2.1 any breach, or potential breach of the Modern Slavery Legislation by the Seller, its employees, officers, agents and subcontractors, or

16.2.2 any actual or suspected slavery or human trafficking in a supply chain that has a connection with this Contract.

16.3 The Seller shall indemnify the Buyer against any and all liabilities, costs, expenses, damages and losses that the Buyer suffers or incurs directly or indirectly as a result of the Seller's breach of the obligations in Clause 16.1.

17 SUPPLIER CODE OF CONDUCT

17.1 The Supplier shall comply, and shall ensure that its sub-contractors comply, with the Customer's Supplier Code of Conduct (as amended from time to time by the Customer) which is available from the FirstGroup plc website (www.firstgroupplc.com).

18 CONFIDENTIALITY

18.1 The provisions of this Contract shall remain confidential between the parties. Neither party shall without the other's written consent use any Confidential Information in any medium whatsoever (including but not limited to documents, disks, information stored electronically or transmitted orally) relating to the other's business affairs (save as is necessary to enable it to perform the Contract), or disclose it to any third party except to the disclosing party's own professional representatives or advisers and, in the case of the Buyer, other members of the Buyer's corporate group and any Governmental Authority on a confidential basis or as required by law.

19 INSURANCE

19.1 The Seller shall maintain in force, with a reputable insurance company all relevant insurances, including professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

20 NOTICES

20.1 Any notice or other communication to be given by one party to another under this Agreement shall (unless one party has by no less than 5 Business Days' notice to the other party specified another address) be given to that other party at the address set out in the Purchase Order.

20.2 Each notice or other communication to be given under this Agreement shall be given in writing in English and, unless otherwise provided, shall be made by hand or letter. Unless otherwise agreed, notice shall not be validly served by email, but this shall not prohibit the parties from corresponding by email.

20.3 Any notice or other communication given by any party shall be deemed to have been received:

20.3.1 in the case of a notice given by hand, at the time of day of actual delivery; and

20.3.2 if posted, by 10am on the second Business Day following the day on which it was despatched by first class mail postage prepaid,

provided that a notice given in accordance with the above but received on a day which is not a Business Day or after normal business hours in the place of receipt shall be deemed to have been received on the next Business Day.

21 GENERAL

21.1 The Buyer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

21.2 The Seller may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Buyer.

21.3 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 21.5 Any waiver by the Buyer of any term or condition of this Contract or of any breach by the Seller may be terminated by the Buyer at any time and shall not prevent the Buyer from enforcing any term of this Contract or from acting on that or any subsequent breach.
- 21.6 The failure or delay by any party in any one or more instances to exercise any right or to insist on the strict performance or observance of any one or more provision of this Agreement shall not operate as a waiver of, or preclude any further exercise or enforcement of, (as the case may be) or other exercise or enforcement by such party of that or any other right or provision.
- 21.7 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 21.8 A person who is not a party to the Agreement shall not have any rights to enforce its terms.
- 21.9 The Buyer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.
- 21.10 This Contract shall be governed by and construed in accordance with English law and shall be subject to the jurisdiction of the English courts.

SCHEDULE 1

Data Protection Policy

This policy sets out the Buyer's policy in relation to compliance with Data Protection Legislation by our suppliers. The protection of Data is of fundamental importance to the Buyer.

WE USE A NUMBER OF DEFINED TERMS IN THIS POLICY. THIS IS SO THAT WE ARE CLEAR ON THE APPLICATION OF THIS POLICY AND TO ENSURE THAT WE ARE ALIGNED WITH THE RELEVANT DATA PROTECTION LEGISLATION. DEFINITIONS CAN BE FOUND AT THE END OF THIS POLICY.

1 PROCESSING DATA AND DATA SECURITY

- 1.1 As a supplier to the Buyer, you agree to comply with all Data Protection Legislation in relation to any personal data processed relating to or originating from us, our employees or customers.
- 1.2 As part of your compliance with Data Protection Legislation, you must:
 - 1.2.1 process the Data only on behalf of us, only for the purpose(s) as defined by us and only in accordance with instructions received from us from time to time;
 - 1.2.2 have in place appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data comprised in Data and against accidental loss or destruction of, or damage to, such Data (in each case, taking account of the level of harm, damage and/or distress appropriate to the risks). If we ask, you must provide us with a written description of the technical and organisational methods employed by you for the processing of Data;
 - 1.2.3 ensure that only authorised Personnel have access to Data under appropriate confidentiality arrangements;
 - 1.2.4 restore the Data at your own expense if any Data is lost or corrupted as a result of any act or omission of yours or any of your subcontractors and reimburse us and any Service Recipient (as applicable) in full in respect of any time and expenses incurred or accrued by us or any Service Recipient in restoring or assisting in the restoration of the Data;
 - 1.2.5 tell us as soon as possible (and in any event, within 2 days), if you:
 - 1.2.5.1 receive from a data subject to whom Data relates a request for, or notice of, the exercise of that person's rights under the Data Protection Legislation to access such Data or prevent certain processing;
 - 1.2.5.2 receive any complaint from, or request for or notice of, any investigation or assessment by the Information Commissioner in respect of any processing of Data (including, without limitation, any information, enforcement, assessment or monetary penalty notice, or any warning that such a notice may be issued), save to the extent that such notification is prohibited by the Data Protection Legislation or the Information Commissioner; or
 - 1.2.5.3 become aware of any actual or suspected, threatened or 'near miss' incident of unauthorised or unlawful processing, loss or destruction of, or damage to, the Data ("**Security Breach**"),

and, you must also provide us with a copy of any such request or notice and reasonable details of the circumstances giving

rise to that request or notice or the unauthorised or unlawful processing, loss or destruction of, or damage to, the Data (as the case may be);

- 1.2.6 promptly give us such information, co-operation and assistance as we may from time to time reasonably require to enable us to comply with our obligations under the Data Protection Legislation as a data controller in respect of any Data;
- 1.2.7 not allow any subcontractors to have access to, receive or process Data without obtaining prior written consent from us (such consent to be at our sole discretion) and, where we give you consent, ensure that each subcontractor enters into a written agreement under which they agree to comply with this Policy;
- 1.2.8 at any time on the request of us, either return the Data in the format requested by us (and destroy all remaining copies), or destroy all of the Data (including all copies of it), in either case immediately and confirm in writing that it has complied with this obligation;
- 1.2.9 notify us immediately upon becoming aware that you are or are likely to become unable to comply with your obligations regarding the processing of Data under this Policy or the Data Protection Legislation. Following notification, we shall be entitled to require you to undertake one or more of the following:
 - 1.2.9.1 immediately take such remedial action as is required to ensure compliance with the Policy and/or the Data Protection Legislation and prevent or remedy any breach;
 - 1.2.9.2 provide such information as is reasonably required by us in respect of the incident leading to such notification; and/or
 - 1.2.9.3 cease to process the Data, return all materials containing the Data and delete all copies; and
 - 1.2.9.4 provide us (including any third party nominated by us) on reasonable notice, and the Information Commissioner on such notice as may be requested by the Information Commissioner in accordance with the Data Protection Legislation, with such access to your premises, personnel and records (including, without limitation, for the purposes of making copies of those records) as we and/or the Information Commissioner may reasonably require in order to inspect your activities with respect to the processing of the Data and audit your compliance with this Policy and the Data Protection Legislation.

2 PROCESSING DATA OUTSIDE THE UK

- 2.1 Data must not be sent outside the United Kingdom ("**UK**") by you or any of your subcontractors without our prior written consent. If we provide consent, we may do so with attached conditions which will apply to the processing of Data outside the UK.

3 DEFINITIONS

- 3.1 **Data** means all information and data (including texts, documents drawings, diagrams, images or sounds) owned by, licensed to (other than by you) or relating to a Service Recipient and/or any third party nominated by us or customers, which is in each case generated by, supplied to, or is otherwise retained by, you or a subcontractor pursuant to or in connection with this Policy including personal data.
- 3.2 **Data Protection Legislation** means for the periods in which they are in force, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the UK GDPR and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time.
- 3.3 **GDPR** means the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and any equivalent legislation amending or replacing the General Data Protection Regulation (EU) 2016/679.
- 3.4 **Personnel** means your directors, officers, employees and/or agents and the directors, officers, employees and/or agents of your subcontractors and any other individuals engaged by you in the performance of your obligations under this Policy.
- 3.5 **Service Recipient** means us and any of our affiliates.

3.6 **UK GDPR** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Schedule 2

Flow Down Provisions

The Supplier shall at all times comply with this Schedule (Flow Down Provisions). Terms not defined in this Schedule (Flow Down Provisions) shall have the same meaning as the terms defined in the Concession Agreement.

1 DEFINITIONS AND INTERPRETATION

1.1 In this Schedule, the following words and expressions have the following meanings. Where any of these terms are also defined or used elsewhere in this Agreement, the definition in this Schedule shall apply only for the purposes of this Schedule, unless expressly stated otherwise.

“**Act**” means the Railways Act 1993.

“**Affiliate**” means, in respect of any person, any person by which that person is Controlled or which is Controlled by that person, or any person which is Controlled by any other Affiliate of that person.

“**Approved Progressive Driver Training**” means an ongoing programme of Drivers' training to ensure that they have the appropriate knowledge, skills, and attitude to operate safely on urban roads. This includes training specific for the urban environment consistent with Silver Accreditation (or the equivalent standard within the FORS Alternative Scheme).

“**Category M Vehicle**” means a power-driven vehicle having at least four (4) wheels and designed for the carriage of passengers.

“**Category N1 Vehicle**” means a vehicle with a MAM not exceeding three thousand five hundred (3,500) kilograms but not including Category M Vehicles.

“**Category N2 HGV**” means a vehicle with a MAM exceeding three thousand five hundred (3,500) kilograms but not exceeding twelve thousand (12,000) kilograms and not including Category M Vehicles.

“**Category N3 HGV**” means a vehicle with a MAM exceeding twelve thousand (12,000) kilograms but not including Category M Vehicles.

“**CLOCS Standard**” means the Construction, Logistics and Community Safety standard, which aims to eliminate risk of a collision between vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites, further information of which can be found at www.clocs.org.uk.

“**Collision Report**” means a report detailing all collisions during the previous twelve (12) months involving injuries to persons and fatalities.

“**Comptroller and Auditor General**” means the head of the National Audit Office from time to time as defined in the National Audit Act 1983, and includes any successor to all or any of their functions.

“**Concession Agreement**” means the London Overground 3 Concession Agreement between (1) Rail for London Limited and (2) First Rail London Limited, dated 19 December 2025.

“**Concession Employee**” shall mean any person employed by the Supplier or any Subcontractor whose contract of employment may be transferred to a Successor Operator following the expiry or termination of the Concession Agreement by virtue of the operation of Law (including TUPE) in respect of whom liabilities arising from a contract of employment or employment relationship may so be transferred.

“**Concession Services**” means the services provided (or to be provided) by the Customer under the Concession Agreement.

“**Confidential Information**” means all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to RfL or any other member of the TfL Group, whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of RfL or any other member of the TfL Group.

“**Control**” means, in respect of a person, that another person (whether alone or with others and whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise):

- (a) has the power to appoint and/or remove all of the majority of the members of the board of directors or other governing body of that person or of any other person which Controls that person; or
- (b) controls or has the power to control the affairs and policies of that person or of any other person which Controls that person; or
- (c) is the parent undertaking of that person or of any other person which Controls that person; or
- (d) possesses or is, or will be at a future date, entitled to acquire:
 - (i) twenty-five per cent. (25%) or more of the share capital or issued share capital of, or of the voting power in, that person or any other person which Controls that person;
 - (ii) such part of the issued share capital of that person or any other person which controls that person as would, if the whole of the income of such person were distributed, entitle it to receive twenty-five per cent. (25%) or more of the amount so distributed; or
 - (iii) such rights as would, in the event of its winding-up of that person or any other person which controls that person or in any other circumstances, entitle it to receive twenty-five per cent. (25%) or more of the assets of such person which would then be available for distribution.

“**Data**” means data created, generated or collected during the performance of the Services (or any part thereof), including Personal Data and data supplied to or from the Supplier, the Customer, RfL and other members of the TfL Group in connection with the Services or this Agreement.

“**Delivery and Servicing Vehicles**” means an HGV or a Category N1 Vehicle.

“**Direct Vision Standard**” or “**DVS**” means a performance-based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at www.tfl.gov.uk.

“**Dispute Resolution Rules**” means the procedures for the resolution of disputes known as “The Railway Industry Dispute Resolution Rules”, as amended from time to time in accordance with the terms thereof.

“**Diversity Infraction**” means any breach by the Supplier of its obligations specified in paragraphs 11 to 12 (inclusive) of this Schedule and/or any failure by the Supplier to adopt and implement a Strategic Equality and Diversity Plan as described in paragraph 12.1 of this Schedule.

“**Driver**” means any employee of the Supplier or its Subcontractors (including an agency or contracted driver) who operates Delivery and Servicing Vehicles on behalf of the Supplier while delivering the Services.

“**EDI Action Plan**” means the strategic equality, diversity and inclusion action plan as agreed between the parties in accordance with paragraphs 12.1 of this Schedule.

“**Ethical Sourcing Principles**” has the meaning given to it in paragraph 16.1 of this Schedule.

"ETI Base Code" means the code of labour practice specified by the Ethical Training Initiative and as at the date of this Agreement, as set out at: <http://www.ethicaltrade.org/resources/key-eti-resources/eti-base-code>.

"Equality Act" means the Equality Act 2010.

"Facility Owner" means, in relation to a facility:

- (i) regulated under the Act, the meaning given to that term in section 17(6) of the Act; and
- (ii) not regulated under the Act:
 - (A) any person who has an interest in, or right over, that railway facility; and
 - (B) whose permission to use that railway facility is needed by another person before that other person may use it.

"Financial Conduct Authority" means the independent, non-governmental body given statutory powers by the Financial Services Act 2012.

"FOI Legislation" means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation.

"FORS Alternative Scheme" means a scheme which, in the opinion of the Customer, is an acceptable substitute for FORS;

"FORS Standard" means the standard setting out the accreditation requirements for the FORS, the requirements of which are more particularly described at <http://www.fors-online.org.uk>.

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence, foresight and practice which would reasonably and ordinarily be expected from a skilled and experienced person:

- (i) engaged in the railway industry; and
- (ii) (in the case of the Supplier) who is an operator of services of a similar nature to the Services.

"Human Rights Due Diligence Process" means a due diligence process which is designed to identify, prevent, mitigate and remedy adverse impacts on those individuals directly or indirectly affected by the operations of the Supplier and its Subcontractors and which is consistent with:

- (i) the 2011 United Nations Guiding Principles on Business and Human Rights; and
- (ii) OECD Due Diligence Guidance.

"ILO Declaration on Fundamental Principles and Rights at Work" means the declaration adopted at the International Labour Organisation's eighty-sixth (86th) conference in 1998 and amended at its one hundred and tenth (110th) conference in 2022.

"Information Request" means a request for any information recorded in any form held by RfL or held by the Supplier on behalf of RfL or the Customer.

"International Bill of Human Rights" means:

- (i) the Universal Declaration of Human Rights adopted by United National General Assembly Resolution 207 (III) on 10 December 1948;
- (ii) the International Covenant on Civil and Political Rights, adopted by United National General Assembly Resolution 2200A (XXI) on 16 December 1996 and entering into force on 23 March 1976; and
- (iii) the International Covenant on Economic, Social and Cultural Rights, adopted by United National General Assembly Resolution 2200A (XXI) on 16 December 1996 and entering into force on 3 January 1976.

"London Borough" means any of administrative areas of Greater London (plus the City of London), comprising one of thirty-three (33) boroughs.

"London Living Wage" means the basic hourly wage determined by the for employees working full time in connection with London Overground within one of the London Boroughs.

"London Overground Lines" means the Routes comprising the Liberty Line, the Lioness Line, the Mildmay Line, the Suffragette Line, the Weaver Line (Chingford Branch), the Weaver Line (Enfield/Cheshunt Branch) and the Windrush Line.

"London Overground Stations" means the stations on the Liberty Line, the Lioness Line, the Mildmay Line, the Suffragette Line, the Weaver Line (Chingford Branch), the Weaver Line (Enfield/Cheshunt Branch) and the Windrush Line.

"MAM" means the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road.

"Minimum Records" means all information relating to the adoption and implementation of an EDI Action Plan by the Supplier and their Subcontractors.

"ORR" means the Office of Rail and Road established by section 15 of the Railways and Transport Safety Act 2003 and having duties and obligations as set out in the Act.

"Passenger Services" means the Customer's railway passenger services operated pursuant to the Concession Agreement.

"Prudential Regulation Authority" means the independent, non-governmental body given statutory powers by the Financial Services Act 2012.

"Rail Passengers' Council" means the passengers' council established under section 19 of the Railways Act 2005.

"Revenue Account" means the bank account notified as such to the Supplier from time to time, into which the Supplier is required to pay revenue from the sale of tickets and other amounts in connection with this Agreement.

"RfL" means Rail for London Limited, a company incorporated in England and Wales with registered number 05965930 and whose registered office is at 5 Endeavour Square, Stratford, London E20 1JN.

"Safeguarding on Rail Scheme" means the scheme for the accreditation of organisations in relation to the protection of children and adults at risk on rail transport developed by the Department for Transport and the British Transport Police (as amended or replaced from time to time).

"Silver Accreditation" means the second highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: <http://www.fors-online.org.uk>.

"Start Date" means 0200 on 3 May 2026 or, if later, the time at and date on which the Customer commences operation of services under the Concession Agreement.

"Strategic Equality and Diversity Plan" means the strategic equality and diversity plan to be settled in accordance with paragraph 12.1 of this Schedule.

"Subcontractor" shall mean any contractor or supplier (whether a third party or Affiliate) appointed by the Supplier to provide goods or services in connection with the Supplier's rights and/or obligations under this Agreement (and shall include any contractor or supplier to such Subcontractor).

"Successor Operator" means any entity succeeding or intended by RfL to succeed the Customer in the provision or operation of all or any of the Concession Services including, where the context so admits, the Customer where it is to continue to provide or operate the Concession Services following termination of the Concession Agreement (and which shall include, if applicable, RfL or any member of the TfL Group in RfL's absolute discretion).

"Ticket" means any ticket, permit or travelcard including Oystercards or any other smartcard, device or other media which may be issued by or on behalf of RfL or other members of the TfL Group or accepted by such persons from time to time for travel on the Passenger Services.

"TfL Group" means TfL and all its subsidiaries from time to time.

"TfL Policy" means any policies and regulations made by TfL in respect of the operation and management of London Overground Stations or commercial opportunities at such London Overground Stations, such policies including those listed on <https://tfl.gov.uk/info-for/business-and-advertisers/commercial-properties> from time to time or such other webpage as RfL and/or the Customer may notify to the Supplier from time to time.

"TVM" means ticket vending machine.

1.2 In the event of any conflict between this Schedule and the other terms of this Agreement, this Schedule shall prevail.

2 PROVISION OF SERVICES

2.1 The Supplier shall ensure that any employee who is a Concession Employee shall be wholly engaged in performing the Services and/or the performance of the Supplier's obligations under this Agreement and are not engaged in performing services or work for any other person, including an Affiliate of the Supplier, and shall provide such evidence as the Customer may request (where such evidence has been requested from the Customer by RfL) to demonstrate the Supplier's compliance with this paragraph.

3 RAILWAY SECURITY

3.1 The Supplier shall (and shall procure that its Subcontractors shall):

3.1.1 comply with all requirements for railway security on the London Overground Lines and London Overground Stations, including any changes in such requirements; and

3.1.2 assist and co-operate with the Customer and/or RfL where possible to enable RfL to satisfy its duties under those requirements.

4 REVENUE COLLECTION

4.1 The Supplier shall ensure that all Concession Employees directly involved in Ticket sales, access to TVMs, and/or collecting cash and banking into the Revenue Account comply with written operating procedures prepared by the Customer delineating the segregation of duties and other operating controls.

4.2 The Supplier shall ensure all monies within the stewardship of the Supplier, its servants, agents, offices, employees and Subcontractors (including those contained in coin bags, full and/or part-full hoppers, cash retrieved after being trapped in TVMs, from Ticket sales on-train or other means) are kept physically separate from any monies belonging to the Supplier, its servants, agents, offices, employees and Subcontractors and kept secure in accordance with processes notified by the Customer from time to time. Access to such monies must be controlled and restricted.

4.3 The Supplier shall ensure sufficient records of all RfL monies are maintained to ensure that the accountability for such monies can be determined at any time.

5 CRIME AND DISORDER ACT 1998

5.1 The Supplier acknowledges that TfL (and RfL as a member of the TfL Group) is under a duty in accordance with section 17 of the Crime and Disorder Act 1998:

5.1.1 to have due regard to the impact of crime, disorder and community safety in the exercise of TfL's duties;

5.1.2 where appropriate, to identify actions to reduce levels of crime and disorder; and

5.1.3 without prejudice to any other obligation imposed on TfL, to exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area,

and in the performance of this Agreement the Supplier shall observe and comply with these duties and shall assist and co-operate with RfL and other members of the TfL Group, and shall use reasonable endeavours to procure that its Subcontractors observe these duties and assist and co-operate with RfL and other members of the TfL Group where possible to enable TfL (and, where applicable, RfL) to satisfy its duty or their duties.

6 PUBLIC PROTECTION

6.1 The Supplier shall assist and co-operate with RfL and other members of the TfL Group and shall use reasonable endeavours to procure that its Subcontractors assist and co-operate with RfL and other members of the TfL Group to enable:

6.1.1 such members of the TfL Group identified by RfL (including TfL) to comply with the Safeguarding on Rail Scheme; and

6.1.2 the TfL Group to obtain accreditation under the Safeguarding on Rail Scheme to maintain its "Safeguarding on Rail Standard Accreditation".

7 CYBER SECURITY

7.1 The Supplier shall, and shall procure that its Subcontractors shall, at all times procure that:

7.1.1 security threats to Data, the Supplier's IT environment, and the Services are minimised and mitigated; and

7.1.2 the provision of the Services fully complies at all times with:

7.1.2.1 the security requirements set out in the Customer's Cyber Security Policy (as provided by the Customer to the Supplier from time to time) and any other relevant TfL Policy;

7.1.2.2 the Cyber Security Management Plan (as provided by the Customer to the Supplier from time to time); and

7.1.2.3 good industry practice.

7.2 The Supplier shall seek and obtain the Customer's approval (which shall be granted or withheld at the Customer's sole discretion) before the use by it, or any Subcontractor, of any Cloud Services for, or in connection with, the performance of this Agreement (including in relation to any Data).

7.3 The Supplier shall:

7.3.1 comply with, and ensure that its Subcontractors comply with, meet or exceed the standards set out in this paragraph 7 as may be relevant to the Supplier's (or such Subcontractor's) provision of the Services; and

7.3.2 co-operate with, and ensure that its Subcontractors comply with, any security assessment carried out by the Customer under or in connection with the Concession Agreement.

8 RIGHT OF INSPECTION

8.1 The Supplier shall, if requested by the Customer or RfL, allow the Customer and/or RfL, its or their respective representatives, agents and advisors to inspect and copy at any reasonable time any books, records and any other material kept by or on behalf of the Supplier in connection with the Services.

8.2 The Supplier shall make available to the Customer and/or RfL, its or their respective representatives, agents and/or advisers (as nominated by the Customer and/or RfL, as applicable) the information referred to in paragraph 8.1 and grant such access as the Customer and/or RfL shall reasonably require in connection therewith.

8.3 The Customer and RfL, its or their respective representatives, agents and/or advisers (as nominated by the Customer and/or RfL, as applicable) shall be permitted to take photographs, film or make a video recording, or make any other kind of record of any such inspection.

- 8.4 If any inspection reveals that information previously supplied to the Customer and/or RfL, its or their respective representatives, agents and/or advisers (as nominated by the Customer and/or RfL, as applicable) was in any material respect inaccurate or if such inspection reveals any other material contravention of the Supplier's obligations under this Agreement, the costs of any such inspection shall be borne by the Supplier.

9 COMPLIANCE WITH POLICIES

- 9.1 The Supplier, at no additional cost to the Customer, undertakes to procure that all Concession Employees comply with all of TfL's policies and standards that are relevant to the performance of the Services, including TfL's:
- 9.1.1 "Code of Conduct" including the provisions set out in and those relating to safety, security, and any other on site regulations specified by TfL for personnel working at its premises or accessing TfL's computer systems;
 - 9.1.2 TfL Safety and Wellbeing policy, including the "Drugs and Alcohol Policy"; and
 - 9.1.3 the "Vision Zero Policy" and "Zero Harm" policies.
- 9.2 The Customer shall provide the Supplier on request with copies of the policies and standards referred to in paragraph 9.1 that may apply from time to time (to the extent the same have been provided to the Customer by RfL or TfL).

10 CORRUPT GIFTS AND PAYMENT OF COMMISSION

- 10.1 The Supplier shall not, and shall ensure that its employees, agents and Subcontractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of TfL or any member of the TfL Group nor favour any employee, officer or agent of TfL or any member of the TfL Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of TfL or any member of the TfL Group other than as a representative of TfL, without TfL's prior written approval.

11 EQUALITY AND DIVERSITY STATUTORY DUTIES

Duty not to Discriminate

- 11.1 Without limiting any other provision of this Agreement, the Supplier shall, in relation to London Overground:
- 11.1.1 not unlawfully discriminate; and
 - 11.1.2 procure that the Concession Employees do not unlawfully discriminate, within the meaning and scope of the Equality Act and any other relevant enactments in force from time to time relating to discrimination in employment.

Equality Act Duties

- 11.2 The Supplier acknowledges that under section 149 of the Equality Act, TfL is under a duty to have due regard for the need to, amongst other things:
- 11.2.1 eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by or under the Equality Act on the grounds of age, disability, gender reassignment, marriage and civil partnerships, pregnancy and maternity, race, religion and belief, sex and sexual orientation (a "Relevant Protected Characteristic");
 - 11.2.2 promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Supplier shall assist and cooperate with TfL where possible in satisfying this duty; and
 - 11.2.3 foster good relations between people who share a Relevant Protected Characteristic and persons who do not.
- 11.3 The Supplier shall inform the Customer promptly in writing should it become aware of any proceedings brought against it in connection with this Agreement by any person for breach of the Equality Act.

GLA Act Duties

- 11.4 The Supplier, at no additional cost to RfL or the Customer, acknowledges that TfL is under a duty by virtue of a direction under section 155 of the GLA Act in respect of section 404(2) of that act to have due regard to the need to:
- 11.4.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 11.4.2 eliminate unlawful discrimination; and
 - 11.4.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation, and in providing the Services, the Supplier shall assist and co-operate with TfL where possible to enable TfL to satisfy its duty.

Gender Neutral Language

- 11.5 For the duration of this Agreement, the Supplier shall endeavour to employ gender-neutral language in all communications relating to this Agreement, including communications with job applicants, employees, apprentices, contractors, customers and members of the public. Gender-neutral language includes the avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

12 EDI ACTION PLAN

- 12.1 The Supplier shall, and shall use reasonable endeavours to procure that its Subcontractors shall, adopt and implement a Strategic Equality and Diversity Plan in respect of their respective employees engaged in the performance of this Agreement, such plan to be at least as extensive in scope as that set out in the EDI Action Plan agreed between the Customer and RfL (a copy of which shall be provided to the Supplier by the Customer).
- 12.2 The Supplier shall, and shall ensure that its Subcontractors shall, on request, provide the Customer with the information setting out the proportion of Concession Employees and their employees who are:
- 12.2.1 of non-white British origin or who classify themselves as being non-white British;
 - 12.2.2 female; and
 - 12.2.3 Disabled Persons.
- 12.3 The Supplier shall ensure, and shall ensure that its Subcontractors shall, comply with the requirements of Clause 22 and Schedule 3 (Data Protection and Security) in the collection and reporting of the information to the Customer pursuant to paragraph 12.2.

13 DIVERSITY INFRACTIONS

- 13.1 If the Supplier commits a Diversity Infraction, the Customer shall be entitled (but shall not be obliged), without prejudice to any other right or remedy it might have under this Agreement, to serve written notice upon the Supplier identifying in reasonable detail the nature of the Diversity Infraction, and the Supplier shall cease committing and remedy the Diversity Infraction within fifteen (15) Business Days of receipt by the Customer of such notice (or such longer period as may be specified in the notice).
- 13.2 If the Supplier fails to remedy any Diversity Infraction in line with paragraph 13.1, the Customer may terminate this Agreement (or, at its sole discretion, this Schedule only) with immediate effect.

14 EQUALITY AND DIVERSITY AUDITS

- 14.1 The Supplier shall, and shall procure that its Subcontractors shall, maintain and retain the Minimum Records for a minimum of six (6) years with respect to their performance of and compliance with paragraphs 11 and 12.

- 14.2 The Supplier grants, and shall procure that its Subcontractors shall grant, RfL (or its nominee) the right to undertake an audit of any and/or all information relating to the Supplier's compliance with paragraphs 11 and 12.
- 14.3 The Supplier shall promptly provide, and where required for paragraphs 11 and 12, shall procure that its Subcontractors shall promptly provide, all reasonable co-operation to RfL or its nominated auditor, in each case in relation to any audit, including to the extent reasonably possible in each particular circumstance:
- 14.3.1 granting or procuring the grant of access to any premises used in the Supplier's performance of this Agreement or in any Subcontractor's performance of its sub-contract; and
- 14.3.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's or any Subcontractor's obligations specified in paragraphs 11 and 12 wherever situated and whether the Supplier (or the Subcontractor) owns the equipment or otherwise.

15 LONDON LIVING WAGES

- 15.1 Without prejudice to any other provision of this Agreement, the Supplier shall:
- 15.1.1 ensure that no Concession Employee, contracted employee and/or employee of its Subcontractors who, in each case is employed in the carrying out of the Supplier's rights and obligations under this Agreement or the performance of activities reasonably ancillary thereto, in each case either:
- 15.1.1.1 within the London Boroughs; or
- 15.1.1.2 outside the London Boroughs where employed at a facility in respect of which the Customer is the Facility Owner or at other premises reasonably proximate to the London Overground Lines,
- is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage, as adjusted annually;
- 15.1.2 ensure that no Concession Employee and/or employee of its Subcontractors who, in each case is employed in the carrying out of the Services, is paid less than the amount to which they are entitled in their respective contracts of employment;
- 15.1.3 implement the annual increase in the rate of the London Living Wage and procure that its Subcontractors implement the annual increase in the rate of the London Living Wage on or before 1 April in the year following the publication of the increased rate in the London Living Wage; and
- 15.1.4 provide to the Customer or (if instructed by the Customer) to RfL such information concerning the London Living Wage and its implementation for the purposes of this paragraph 15 as the Customer may require from time to time;
- 15.1.5 disseminate on behalf of RfL to its employees engaged in complying with its obligations under this Agreement such perception questionnaires as the Customer may require from time to time and promptly collate and return to the Customer or (if instructed by the Customer) to RfL responses to such questionnaires; and
- 15.1.6 co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.
- 15.2 The Supplier acknowledges that RfL has a right to audit the provision of the London Living Wage to the employees referred to in paragraph 15.1 and shall co-operate (and ensure that its Subcontractors co-operate) with such audit.

16 ETHICAL SOURCING

Ethical Sourcing Principles

- 16.1 The Supplier shall, and shall procure that its Subcontractors shall, comply with:
- 16.1.1 the principles of the ETI Base Code or any subsequent website created for the purpose, or an equivalent code of conduct;
- 16.1.2 internationally recognised human rights principles and conventions, including:
- 16.1.2.1 the International Bill of Human Rights;
- 16.1.2.2 the ILO Declaration on Fundamental Principles and Rights at Work; and
- 16.1.3 without prejudice to paragraph 15, applicable national legislation (including in relation to where goods, works or services related to or necessary for the provision of the Services are obtained) relating to wage and working hours, operational health and safety, regular employment and statutory insurance, provided that where the standards and requirements within the international conventions set out in paragraph 15.1.2 are different to those in national legislation in accordance with this paragraph, then the highest standard shall apply for the purposes of this paragraph,
- (together, the "Ethical Sourcing Principles").

Human Rights Due Diligence

- 16.2 The Supplier shall, and shall use reasonable endeavours to procure that its Subcontractors shall:
- 16.2.1 engage in and support the Customer in implementing the Human Rights Due Diligence Process;
- 16.2.2 ensure that all Concession Employees engaged in the procurement of goods, works or services relevant to the performance of the Services receive adequate training in respect of carrying out Human Rights Due Diligence; and
- 16.2.3 inform the Customer within five (5) Business Days of any training described in paragraph 16.2.2 taking place that such training has taken place.

Monitoring and Reporting Compliance

- 16.3 During the course of this Agreement, where the Supplier has reasonable cause to believe that there is or has been a breach of the Ethical Sourcing Principles by itself or any of its Subcontractors, then the Supplier shall promptly notify the Customer of the same and within five (5) Business Days shall provide the Customer with a report setting out:
- 16.3.1 the circumstances of the relevant breach of the Ethical Sourcing Principles, including the identity of any relevant subcontractor; and
- 16.3.2 the measures that the Supplier intends to implement to mitigate and remedy the relevant breach of the Ethical Sourcing Principles and to identify and prevent the same from occurring again.
- 16.4 Within fifteen (15) Business Days of a request from the Customer, the Supplier shall provide RfL with a list of those factories where goods supplied in connection with the provision of the Services are produced. The list shall include the legal names and complete physical addresses of the factories engaged in final assembly and both key and high risk component manufacturing, indicating the specific product model or component produced in each factory.
- 16.5 The Supplier shall inform the Customer if the listed factories or sites supplied in paragraph 16.3 change during the term of this Agreement.
- 16.6 The Supplier shall and shall procure that its Subcontractors:
- 16.6.1 co-operate with RfL or any third party engaged on behalf of RfL in respect of any investigation into compliance with the Ethical Sourcing Principles; and

16.6.2 safeguard workers who participate in such investigation or who express grievances to their employers, co-workers, the press, public and government agencies and any other third party are protected from retaliation, intimidation, threats and other reprisals.

17 DELIVERY AND SERVICING VEHICLES PROVISIONS

Fleet Operator Recognition Scheme Accreditation

17.1 Where the Supplier or its Subcontractors operate Delivery and Servicing Vehicles in performing the Services, the Supplier shall and, where relevant, shall procure that its Subcontractors shall:

- 17.1.1 have attained the standard of Silver Accreditation (or equivalent standard within the FORS Alternative Scheme); and
- 17.1.2 maintain the standard of Silver Accreditation (or equivalent standard within the FORS Alternative Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the FORS Alternative Scheme.

Operation of Vehicles

17.2 Where the Supplier operates Category N1 Vehicles, Category N2 HGVs and/or Category N3 HGVs in the provision of the Services, it shall:

- 17.2.1 ensure that each of its Drivers attend the Approved Progressive Driver Training throughout the term of this Agreement;
- 17.2.2 within fifteen (15) Business Days of the Start Date, provide to RfL a template Collision Report. The Supplier shall provide RfL with an updated Collision Report within five (5) Business Days of a written request from RfL at any time or as soon as reasonably practicable (and in any event within five (5) Business Days) of any collision occurring;
- 17.2.3 within sixty-five (65) Business Days of the Start Date, the Supplier shall make a written report to RfL detailing its compliance with this paragraph 17 (as applicable) (the "WRRR Self-certification Report"). The Supplier shall provide updates of the WRRR Self-certification Report to RfL on each six (6) month anniversary of its submission of the initial WRRR Self-certification Report;
- 17.2.4 where the Supplier intends to enter into a construction contract for the purposes of delivering the Services with a value of more than one million pounds sterling (£1,000,000):
 - 17.2.4.1 comply with the CLOCS Standard;
 - 17.2.4.2 ensure that the conditions at all sites and locations where:
 - 17.2.4.2.1 the Services are being delivered; or
 - 17.2.4.2.2 in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from, are appropriate for each Delivery and Servicing Vehicle being used in the provision of the Services;
- 17.2.5 additionally for Category N2 HGVs, ensure every HGV which is used to provide the Services shall be fitted with safety features consisted with the Silver Accreditation (or equivalent standard within the FORS Alternative Scheme); and
- 17.2.6 additionally for Category N3 HGVs:
 - 17.2.6.1 ensure every HGV which is used to provide the Services shall be fitted with safety features consisted with the Silver Accreditation (or equivalent standard within the FORS Alternative Scheme); and
 - 17.2.6.2 and where applicable ensure each vehicle achieves a minimum of three (3) star Direct Vision Standard rating, such rating to be as at the date of manufacture of that vehicle.

and shall ensure that those of its Subcontractors who operate such vehicles to shall comply with this paragraph 17.2 as if it were a party to the Agreement.

18 CONTROL OF VEHICLE EMISSIONS

18.1 The Supplier shall and shall procure that all Subcontractors use zero emission road vehicles wherever feasible in the provision of the Services. Without prejudice to the generality of the foregoing, the Supplier shall:

- 18.1.1 use all reasonable endeavours to procure that with effect from the Start Date the following categories of vehicle (as categorised by the Driver and Vehicle Standards Agency) used in the provision of the Services shall be zero emissions:
 - 18.1.1.1 all M1 category cars not exceeding three thousand five hundred (3,500) kilogram maximum authorised mass; and
 - 18.1.1.2 all N1 category commercial vehicles; and
- 18.1.2 procure that with effect from 1 January 2030, all Category N2 HGVs and Category N3 HGVs exceeding three thousand five hundred (3,500) kilogram maximum authorised mass shall be fossil fuel free.

18.2 For the purposes of paragraph 18.1.1 if, having used all reasonable endeavours, the Supplier is unable to procure that all such vehicles used in the provision of the Services are zero emissions with effect from the Start Date, the Supplier shall and shall procure that all such vehicles used in the provision of the Services are zero emissions with effect from the date that falls six (6) months immediately following the Start Date.

19 AGREEMENT CONFIDENTIALITY

Supplier's Obligations as to Confidentiality

19.1 Subject to the provisions of the Act, the Railways Act 2005 and paragraph 19.2, the Supplier shall keep confidential all matters relating to this Agreement (including all Confidential Information and all documents and information supplied in the course of proceedings under the Dispute Resolution Rules or the rules of any other dispute resolution procedures to which a dispute is referred in accordance with this Agreement) and shall use procure that its employees, agents and Subcontractors shall not make any disclosure to any person of any matter relating to this Agreement.

Permitted Disclosures

19.2 Paragraph 19.1 shall not apply to:

- 19.2.1 any disclosure of information that is reasonably required for the purpose of fulfilling the obligations set out in this Agreement;
- 19.2.2 any matter which the disclosing party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this paragraph 19;
- 19.2.3 any disclosure to enable a determination to be made under the Dispute Resolution Rules or the rules of any other dispute resolution procedures to which a dispute is referred in accordance with this Agreement;
- 19.2.4 any disclosure which is required by any Law (including any order of a court of competent jurisdiction), any Parliamentary obligation or the rules of any stock exchange or governmental or regulatory authority having the force of Law;
- 19.2.5 any disclosure of information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- 19.2.6 any registration or recording of any consents and property registration required;
- 19.2.7 any disclosure for the purpose of:
 - 19.2.7.1 the examination and certification of the disclosing party's accounts; or

- 19.2.7.2 any examination pursuant to section 6(1) of the National Audit Act 1983;
- 19.2.8 any disclosure of information to any insurer in connection with any insurance required in connection with this Agreement;
- 19.2.9 any disclosure of information to the Supplier's holding company and its directors, officers, employees, contractors, Subcontractors, agents, insurers, auditors and/or professional advisers on a need to know basis to enable such holding company and persons to carry out their duties in relation to that holding company's full or partial ownership of the Supplier (or the Subcontractor);
- 19.2.10 any disclosure of information to lenders, security trustees, banks or other financial institutions (and its or their advisers) from which such party is seeking or obtaining finance; and
- 19.2.11 any disclosure of information to the ORR or the Rail Passengers' Council.
- 19.3 Where disclosure is permitted under paragraph 19.2, other than sub-paragraphs 19.2.2, 19.2.4 to 19.2.7, 19.2.9 or 19.2.10, the disclosure of such information shall procure that the recipient of the information shall be subject to the same obligations of confidentiality as those contained in this Agreement.
- 19.4 For the purposes of the National Audit Act 1983, the Comptroller and Auditor General may examine such documents as the Comptroller and Auditor General may reasonably require which are owned, held or otherwise within the control of the Supplier or any Subcontractor and may require the Supplier and any Subcontractor to produce such oral or written explanations as the Comptroller and Auditor General considers necessary. For the avoidance of doubt it is hereby declared that the carrying out of an examination under section 6(3)(d) of the National Audit Act 1983 in relation to the Supplier is not a function exercisable under this Agreement.
- 19.5 Nothing in this Agreement shall prohibit, prevent or hinder the disclosure by the Customer of any Confidential Information to RfL in accordance with the Customer's obligations under the Concession Agreement, or the disclosure by RfL of such information pursuant to the Concession Agreement.
- 19.6 The Supplier shall not make use of this Agreement or any information issued or provided by or on behalf of the Customer and/or RfL in connection with this Agreement otherwise than for the purpose of complying with this Agreement.
- 19.7 Where the Supplier, in carrying out its obligations under this Agreement, is provided with information relating to users of the Passenger Services, the Supplier shall not disclose or make use of any such information otherwise than for the purpose for which it was provided.

No Publication by Supplier Without Consent

- 19.8 Subject to paragraphs 19.9 and 19.10 and whether or not any other restriction contained in this Agreement applies:
- 19.8.1 the Supplier shall not; and
- 19.8.2 the Supplier shall procure that its Concession Employees and Subcontractors do not, make any announcement or comment including:
- 19.8.2.1 any communication to the public by any means including via any existing or future social media channels;
- 19.8.2.2 to any clients or suppliers of either party;
- 19.8.2.3 to all or any of the employees of either party; or
- 19.8.2.4 to representatives of the press, television, radio or other media (including issuing a press release or giving an interview or making a comment to any journalist or media representative in any form whatsoever), concerning, containing or otherwise relating to:
- 19.8.2.4.1 the existence, provisions or subject matter of this Agreement or of the Concession Agreement;
- 19.8.2.4.2 the operation of the London Overground;
- 19.8.2.4.3 the provision of the Services and/or the Customer's performance of its obligations under the Concession Agreement;
- 19.8.2.4.4 the role of Arriva Rail London Limited in relation to the operation of the London Overground prior to the Start Date;
- 19.8.2.4.5 any information about any member of the TfL Group (including any information that is Confidential Information or otherwise confidential by virtue of this Schedule,
- without the prior written approval of the Customer (which shall be given, withheld or conditioned at the Customer's sole discretion). The provisions of this paragraph 19.8 shall also apply where the primary subject matter of an activity falling within paragraphs 19.8.2.1 to 19.8.2.4 inclusive is ostensibly something other than a matter set out in paragraphs 19.8.2.4.1 to 19.8.2.4.5 but where such announcement or comment inadvertently or deliberately relates in any way to a matter set out in paragraphs 19.8.2.4.1 to 19.8.2.4.5.
- 19.9 Paragraph 19.7 shall not apply:
- 19.9.1 if and to the extent that such announcement is required by Law or by any securities exchange or regulatory or Governmental body having jurisdiction over the Supplier or any of its Affiliates (including the Financial Conduct Authority, the Prudential Regulation Authority, the London Stock Exchange, The Panel on Takeovers and Mergers and the Serious Fraud Office) and whether or not the requirement has the force of law and provided that any such announcement will be made only after consultation with the Customer and RfL; or
- 19.9.2 to the Supplier making such announcements to its Concession Employees and Subcontractors as are necessary to instruct or direct any of them for the purpose of carrying out its obligations or exercising its rights, in each case, under this Agreement, provided that the Supplier shall not be entitled by virtue of this paragraph 19.10.2 to make any such announcement concerning any matter that relates to the Customer's or the Supplier's relationship with RfL or any other member of the TfL Group.

20 LONDON OVERGROUND BRANDING

- 20.1 Whether or not any other restriction contained in this Agreement applies:
- 20.1.1 the Supplier shall not; and
- 20.1.2 the Supplier shall procure that its Concession Employees and Subcontractors do not; use the words "London Overground", "Liberty Line", "Lioness Line", "Mildmay Line", "Suffragette Line", "Windrush Line", "Weaver Line" or any trade mark or other intellectual property connected with the London Overground (including in its registered name or trading name or names).

21 FREEDOM OF INFORMATION

- 21.1 The Supplier acknowledges that RfL is subject to the FOI Legislation and agrees to assist and co-operate with RfL to enable RfL to comply with its obligations under the FOI Legislation. The foregoing shall not preclude the Supplier from objecting to a disclosure of Information.
- 21.2 Without prejudice to the generality of paragraph 22, the Supplier shall and shall procure that its Subcontractors shall:
- 21.2.1 transfer to such person as is identified to the Supplier by the Customer or RfL as the "Concession Manager" from time to time (or, if no such person is identified, to the Customer) all Information Requests that they receive as soon as practicable and in any event within two (2) Business Days of receiving an Information Request; and
- 21.2.2 in relation to Information held by the Supplier on behalf of the Customer or RfL, provide the Customer or RfL with details about and/or a copy of all such Information that the Customer or RfL requests and such Information shall be provided within five (5) Business Days of receipt of a copy

of the Information Request from the Customer or RfL (or such other period as the Customer or RfL may reasonably specify), and in such form as the Customer or RfL may reasonably specify.

22 EXPIRY OF THE CONCESSION AGREEMENT

Termination

- 22.1 Without prejudice to any other termination right pursuant to this Agreement, the Customer may terminate the Purchase Order and the terms of this Agreement insofar as they apply between the Customer and the Supplier by giving less than three (3) months' notice to the Supplier, but only where required to ensure that the obligations of the parties cease upon the date of expiry or termination of the Concession Agreement (such date being the "Concession End Date"), however the Concession End Date occurs, or at such time thereafter as specified by the Customer in such notice in circumstances where this Agreement or any Purchase Order made under it are not transferred, assigned or novated to a Successor Operator.
- 22.2 Where this Agreement and any Purchase Orders are terminated in any of the circumstances as contemplated in this paragraph 22, then the Supplier (including its agents, suppliers and Subcontractors) shall not be entitled to any costs, losses or other payment or compensation in connection with such early termination and the Customer shall have no further liability to the Supplier, save in respect of payment of any element of the price due at the date of termination of this Agreement or the Purchase Order (as applicable) in respect of goods and/or services supplied to the Customer before termination.

Continuity of Services

- 22.3 Both prior to and following the selection of a Successor Operator, the Supplier shall:
- 22.3.1 co-operate with the Customer, RfL and, where a Successor Operator has been appointed and notified to the Supplier, that Successor Operator; and
 - 22.3.2 take such steps as may reasonably be requested by the Customer and/or by RfL, so as to ensure the continuity of, and orderly handover of control over, the Concession Services.
- 22.4 The steps that may reasonably be requested pursuant to paragraph 22.3 include:
- 22.4.1 providing all information, data and materials reasonably requested by the Customer in connection with the creation and maintenance of the Handover Package required pursuant to the Concession Agreement;
 - 22.4.2 where this Agreement has been designated a Key Contract by RfL pursuant to the Concession Agreement, entering into a direct agreement with RfL (in the form required by RfL);
 - 22.4.3 providing such books, records, reports, contracts, and other information materials as the Customer and/or RfL may require in such format as the Customer and/or RfL may require for the purposes of establishing a data room for the inspection of any potential Successor Operator; and
 - 22.4.4 immediately make available to the Customer, RfL or a Successor Operator access to all software (including but not limited to: (i) a license to use APIs and/or access the Supplier's software systems provided as part of the Services and/or (ii) access to the Supplier's software as a service and/or (iii) access to all databases (including the right to download and retain copies of such databases and data held on such databases)) as required by the Customer RfL or a Successor Operator, for a period of not less than three (3) months.

Intellectual Property

- 22.5 Without prejudice to the foregoing, on the Concession End Date, if requested the Supplier will grant to any Successor Operator licences of any intellectual property which:
- 22.5.1 is owned by or licensed to the Supplier and used in the provision of the Services; and
 - 22.5.2 may, in the reasonable opinion of RfL, be necessary for any Successor Operator to operate the Concession Services on an efficient and economic basis after the Concession End Date.
- 22.6 Any such licence to be granted under paragraph 22.5 shall be in such form as RfL shall reasonably determine and shall:
- 22.6.1 be granted for a period deemed necessary by RfL. If such licence is granted for a period of:
 - 22.6.1.1 less than one (1) month, it shall be royalty-free; or
 - 22.6.1.2 in excess of one (1) month, it shall be subject to payment of a reasonable royalty (backdated to the Concession End Date) on the basis of a willing licensor and licensee entering into a licence on comparable terms to similar licences of such intellectual property;
 - 22.6.2 be non-exclusive and limited to use solely for the purposes of the provision and operation of the Concession Services and will not provide for any right to use such intellectual property for any other purpose (including its marketing or exploitation for any other purpose);
 - 22.6.3 be terminable on material breach by the Successor Operator;
 - 22.6.4 contain an assurance from the Supplier to the effect that to the best of its knowledge and belief it owns the relevant intellectual property or has the right to license it and the licensing of it and the subsequent use of the intellectual property will not infringe any third party intellectual property rights and an indemnity in favour of the Successor Operator where this assurance proves false and the Successor Operator is in breach of any third party intellectual property rights; and
 - 22.6.5 require the Successor Operator, to the extent that it relates to any trade marks, to use such trade marks in such manner as may reasonably be required by the Supplier provided that it shall not be reasonable for the Supplier to require any such trade mark to be used in a manner materially different from its use during the term of this Agreement.

Schedule 3
Data Protection

1 DATA PROTECTION

1.1 The parties each acknowledge and agree that in respect of any Personal Data each Processes in relation to the Services being provided under this Agreement, that it shall at all times comply with applicable Data Protection Legislation and the terms and conditions set out in this Schedule 3 (Data Protection).

2 INTERPRETATION AND DEFINITIONS

2.1 The defined terms used in this Schedule 3 (Data Protection) shall apply to the terms of this Schedule 3 (Data Protection), and notwithstanding any clause in this Agreement that states otherwise, to the extent that there is any conflict in relation to defined terms used elsewhere in this Agreement, for the purposes of interpreting the terms of this Schedule 3 (Data Protection), the defined terms set out in this Schedule 3 (Data Protection) shall apply at all times.

2.2 In this Schedule 3 (Data Protection), each of the following defined terms has the corresponding meaning given to it:

"**Commissioner**" has the meaning given to it in the applicable Data Protection Legislation;

"**Concession Agreement**" means the 'London Overground 3 Concession Agreement', together with the Conditions Precedent Agreement entered into by and between (1) Rail for London Limited, and (2) First Rail London Limited, dated 19 December 2025;

"**Controller**" has the meaning given to it in the applicable Data Protection Legislation;

"**Cooperation Personal Data**" means any RfL Personal Data Processed by the Customer in its capacity as a joint Controller (with RfL as the other joint Controller of such Personal Data);

"**Customer Personal Data**" means the Personal Data in respect of which the Customer is a Controller (and not a joint Controller);

"**Data Protection Impact Assessment**" means an assessment by the applicable Controller of the impact of the envisaged Processing on the protection of Personal Data;

"**Data Protection Legislation**" means, in each case to the extent applicable to the parties and as amended, superseded, replaced or updated from time to time: the Data (Use and Access) Act 2025; the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications (EC Directive) Regulations 2003; any mandatory guidance and codes of practice issued by the Commissioner or any other applicable regulator; and any other applicable data protection and privacy laws relating to the Processing of the Personal Data and privacy;

"**Data Subject**" has the meaning given to it in the applicable Data Protection Legislation;

"**EU SCCs**" means the Standard Contractual Clauses annexed to European Commission Decision (2021/914/EU), as amended or replaced from time to time;

"**Loss**" means any claims, demands, damages, proceedings, losses, liabilities, suits, judgments, actions, costs, charges, expenses, taxes, penalties or fines howsoever arising (including arising under statute, contract or at common law); and the term "Losses" shall be construed accordingly;

"**Parties**" or "**parties**" means the parties to this Agreement; and the term "party" or "Party" means each of them or any of them as the context requires;

"**Personal Data Breach**" has the meaning given to it in the applicable Data Protection Legislation;

"**Personal Data**" has the meaning given to it in the applicable Data Protection Legislation;

"**Processing**" has the meaning given to it in the applicable Data Protection Legislation; and the terms "Process", "Processed" and "Sub-Process" shall be construed accordingly;

"**Processor**" has the meaning given to it in the applicable Data Protection Legislation;

"**Restricted Country**" means, for the purpose of the Data Protection Legislation, any country outside of the United Kingdom which is not subject to an adequacy decision pursuant to UK GDPR;

"**RfL Personal Data**" means Personal Data Processed in connection with the provision of the Services under this Agreement;

"**RfL**" means a company incorporated in England and Wales with registered number 05965930, and which, as at the Start Date, has the name "Rail for London Limited", and its registered office at 5 Endeavour Square, Stratford, London E20 1JN;

"**Services**" means the services the Supplier may provide or operate from time to time, including any of such services as the Supplier may delegate or subcontract or otherwise secure through any other person from time to time in accordance with this Agreement.

"**Subject Request**" means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right: (a) to be informed; (b) of access; (c) to rectification; (d) to erasure; (e) to restrict processing; (f) to data portability; (g) to object; and (h) to automated decision making including profiling;

"**Subcontractor**" means any contractor or supplier (whether a third party or Affiliate) appointed by the Supplier to provide goods or services in connection with the Supplier's right and/or obligations under this Agreement (and shall include any contractor or supplier to such Subcontractor);

"**Sub-Processor**", means a third party Processor, or Subcontractor, engaged by the Customer to Process Personal Data in relation to this Agreement;

"**Supervisory Authority**" means the relevant government or regulatory body which, whether under statute, rule regulation, code of practice or otherwise, are entitled to regulate, investigate or influence the Processing of Personal Data by the parties under this Agreement, including without limitation the Commissioner;

"**Supplier Employee**" means any person who is an employee, agent or contractor of the Supplier (or a Sub-Processor) from time to time during the term of this Agreement;

"**TfL's Data Protection Policy**", means the data protection policy of Transport for London which, as at the Start Date, is made available at <https://tfl.gov.uk/corporate/privacy-and-cookies/privacy-and-data-protection-policy> and which is incorporated herein by reference and which may be updated from time to time;

"**UK Addendum**" means the 'International Data Transfer Addendum' to the EU Standard Contractual Clauses issued by the Commissioner under section 119A(1) of the Data Protection Act 2018 and effective from 21 March 2022, as may be amended or updated by the Commissioner from time to time;

"**UK GDPR**" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and

"**UK IDTA**" means the Commissioner's 'International Data Transfer Agreement' for the transfer of Personal Data from the UK issued by the Commissioner under section 119A(1) of the Data Protection Act 2018 and effective from 21 March 2022, as may be amended or updated by the Commissioner from time to time.

3 DATA PROTECTION

General Data Protection Obligations

- 3.1 In relation to all Personal Data that is the subject of this Agreement, the Supplier shall at all times comply with the Data Protection Legislation and Tfl's Data Protection Policy, including having and maintaining any valid and up-to-date registration or notification as may be required under the Data Protection Legislation (such as with the applicable Supervisor Authority).
- 3.2 The Customer and the Supplier acknowledge and agree that for the purpose of Data Protection Legislation and in respect of Personal Data Processed in connection with this Agreement:
- 3.2.1 RfL is the Controller, the Customer is the Processor, and the Supplier is the Sub Processor of the RfL Personal Data;
- 3.2.2 the Customer is the Controller, and the Supplier is the Processor, of the Customer Personal Data; and
- 3.2.3 RfL and the Customer jointly determine the purposes and means of Processing of the Cooperation Personal Data, and in respect of which each is accordingly acting as a joint Controller, and the Supplier is acting as a Processor for and on behalf of the Customer (in its capacity as a joint Controller).
- 3.3 The parties agree to review on an annual basis and update in good faith to the extent necessary Part 1 (Data Processing Activities – Party Designations) of Appendix 1 (Data Protection) of this Schedule 3 (Data Protection). Part 1 (Data Processing Activities – Party Designations) sets out the designated roles of the parties in connection with the RfL Personal Data. The purpose of this annual review is to determine if the nature of the data handling and/or data Processing has changed, with a view to allowing each party to remain compliant with its own obligations under relevant Data Protection Legislation.
- 3.4 Not used.
- 3.5 If required to do so by Data Protection Legislation, the Supplier shall appoint a designated "Data Protection Officer".
- 3.6 Compliance by the Supplier with this paragraph 3 (Data Protection) shall be without additional charge to the Customer.
- 3.7 The Supplier shall indemnify the Customer on demand and keep the Customer indemnified fully at all times (notwithstanding any expiry or termination of this Agreement) from and against all Losses, liability, costs, claims, damages and expenses incurred by the Customer, or arising out of any failure by the Supplier, or any Sub-Processor or any of their respective employees or agents, to comply with the obligations under this Schedule 3 (Data Protection) or the Data Protection Legislation.

Controller to Processor (or Processor to Sub-Processor) Obligations

- 3.8 Notwithstanding any provisions relating to the security of Personal Data in this Agreement, details regarding the Supplier's Processing of Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) as a Processor (or Sub-Processor, as applicable) as required by Article 28(3) of the UK GDPR (and applicable Data Protection Legislation) are set out in Part 1 (Details of Processing) of Appendix 1 (Data Protection) of this Schedule 3 (Data Protection).
- 3.9 Without prejudice to the generality of paragraph 3.1 (Data Protection - General Data Protection Obligations) of this Schedule 3 (Data Protection), the Supplier shall, and shall procure that all of its Sub-Processors shall:
- 3.9.1 only Process Personal Data (including the RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) as necessary in connection with this Agreement and not for any other purpose;
- 3.9.2 only Process Personal Data (including the RfL Personal Data, , Customer Personal Data and/or any Cooperation Personal Data) in accordance with written instructions from the Customer in connection with the performance of its obligations under this Agreement;
- 3.9.3 reasonably assist the Customer in complying with any obligations under Data Protection Legislation, and shall not perform its obligations under this Agreement in such a way as to cause the Customer to breach any of its obligations under Data Protection Legislation;
- 3.9.4 notify the Customer without undue delay if it determines or is notified that an instruction to Process Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) by the Customer is incompatible with its obligations under, or infringes, the Data Protection Legislation;
- 3.9.5 maintain, and make available to the Customer on its request (within the timescales reasonably required by the Customer), documentation which describes the Processing operations for which it is responsible under these paragraphs 3.8 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) to 3.17 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) (inclusive) including:
- 3.9.5.1 the purposes for which Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) is Processed;
- 3.9.5.2 the types of Personal Data and categories of Data Subject involved;
- 3.9.5.3 the source(s) of the Personal Data;
- 3.9.5.4 any recipients of the Personal Data;
- 3.9.5.5 the location(s) of any overseas Processing of Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data);
- 3.9.5.6 retention periods for different types of Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data); and
- 3.9.5.7 where possible a general description of the security measures in place to protect the Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data);
- 3.9.6 where requested to do so by the Customer, assist the Customer in carrying out any Data Protection Impact Assessment in accordance with guidance issued from time to time by a Supervisory Authority (and any relevant requirements detailed in Data Protection Legislation);
- 3.9.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Agreement, take appropriate technical and organisational security measures which are appropriate to protect against unauthorised or unlawful Processing of Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) and against accidental loss, destruction of, or damage to such Personal Data having regard to the state of technological development and the cost of implementing such measures, and against accidental loss or destruction of, or damage to, such Personal Data which the Customer may reasonably reject (but failure to reject shall not amount to approval by the Customer of the adequacy of the measures);
- 3.9.8 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Agreement, provide the Customer with such information as the Customer may from time to time require to satisfy itself of compliance by the Supplier (and/or any authorised Sub-Processor) with paragraphs 3.9.7 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) and 3.9(j) (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations), including, protocols, procedures, guidance, training and

manuals, which shall include a full report recording the results of any privacy or security audit carried out at the request of the Supplier itself (at the Supplier's cost), or the Customer;

- 3.9.9 restore the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) at its own expense if any such Personal Data is lost or corrupted as a result of any act or omission by the Supplier (or any of its Sub-Processors) and reimburse the Customer in full in respect of any time and expense incurred or accrued by the Customer in restoring or assisting in the restoration of such Personal Data;
 - 3.9.10 notify the Customer without undue delay and in any event within twenty four (24) hours by written notice with all relevant details reasonably available upon becoming aware of a Personal Data Breach or any actual or suspected breach of these paragraphs 3.7 (Data Protection – Controller to Processor (or Processor to Sub-Processor) Obligations) to 3.18 (Data Protection – Controller to Processor (or Processor to Sub-Processor) Obligations) (inclusive) of this Schedule 3 (Data Protection);
 - 3.9.11 having notified the Customer of a Personal Data Breach in accordance with paragraph 3.9.10 (Data Protection – Controller to Processor (or Processor to Sub-Processor) Obligations), keep the Customer properly and regularly informed in writing until the Personal Data Breach has been resolved to the satisfaction of the Customer;
 - 3.9.12 where the Supplier becomes aware of a Personal Data Breach, it shall, without undue delay, also provide the Customer with the following information:
 - 3.9.12.1 a description of the nature of the Personal Data Breach, including the categories and approximate number of both Data Subjects and Personal Data records concerned;
 - 3.9.12.2 the likely consequences of the Personal Data Breach; and
 - 3.9.12.3 a description of the measures taken, or proposed to be taken to address a Personal Data Breach, including measures to mitigate its possible adverse effects.
 - 3.9.13 fully cooperate as the Customer requires with any investigation or audit in relation to the Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) and/or its Processing including allowing access to premises, computers and other information systems, personnel, records (including, without limitation, for the purposes of making copies of those records), documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Agreement, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Customer (or any agent acting on its behalf), any relevant regulatory body, including any Supervisory Authority, the police and any other statutory law enforcement agency, and shall do so both during the term of this Agreement and after its termination or expiry (for so long as the party concerned retains and/or Processes the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data));
 - 3.9.14 promptly, and in any event within two (2) Business Days, notify the Customer if it, or any Sub-Processor, receives:
 - 3.9.14.1 from a Data Subject (or third party on their behalf):
 - 3.9.14.1.1 a Subject Request (or purported Subject Request); or
 - 3.9.14.1.2 any other request, complaint or communication relating to the Customer's obligations under Data Protection Legislation;
 - 3.9.14.2 any communication from a Supervisory Authority in connection with any applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data); or
 - 3.9.14.3 a request from any third party for disclosure of applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) where compliance with such request is required or purported to be required by law;
 - 3.9.15 provide the Customer with full cooperation and assistance (within the timescales reasonably required by the Customer) in relation to any complaint, communication or request made as referred to in paragraph 3.9.14 (Data Protection – Controller to Processor (or Processor to Sub-Processor) Obligations) including by promptly providing:
 - 3.9.15.1 the Customer with full details and copies of the complaint, communication or request; and
 - 3.9.15.2 where applicable, such assistance as is reasonably requested by the Customer to enable it to comply with a Subject Request within the relevant timescales set out in Data Protection Legislation;
 - 3.9.16 when notified in writing by the Customer, supply a copy of, or information about, any applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data); and the Supplier shall supply such information or data to the Customer within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Business Days from the date of the request; and
 - 3.9.17 when notified in writing by the Customer, comply with any agreement between the Customer (and/or RfL) and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any applicable Personal Data (including any RfL Personal Data).
- 3.10 The Supplier shall not share any applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) with any Sub-Processor unless the Customer has provided prior written consent.
- The Supplier shall provide the Customer with such information regarding any Sub Processor as the Customer may reasonably require. The Supplier shall only share applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) with a Sub Processor where there is a written contract in place between the Supplier and the Sub-Processor which requires the Sub-Processor to:
- 3.10.1 only Process such Personal Data in accordance with the Customer's written instructions to the Supplier;
 - 3.10.2 comply with the same obligations which the Supplier is required to comply with under these paragraphs 3.7 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) to 3.18 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) (inclusive).
- 3.11 The Supplier shall, and shall procure that each Sub-Processor shall:
- 3.11.1 not reproduce or refer to the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the Customer (or with RfL);
 - 3.11.2 not Process the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) in such a way as to:
 - 3.11.2.1 place the Customer in breach of Data Protection Legislation;
 - 3.11.2.2 expose the Customer to the risk of actual or potential liability to a Supervisory Authority or Data Subjects; or
 - 3.11.2.3 expose the Customer to reputational damage including adverse publicity;

- 3.11.3 not allow Supplier Employees to access the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) unless such access is necessary in connection with the provision of the Services;
- 3.11.4 take all reasonable steps to ensure the reliability and integrity of all Supplier Employees who can access the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data);
- 3.11.5 ensure that all Supplier Employees who can access the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data):
 - 3.11.5.1 are informed of its confidential nature;
 - 3.11.5.2 are made subject to an explicit duty of confidence, or are under an appropriate contractual obligation of confidentiality in accordance with applicable Data Protection Legislation;
 - 3.11.5.3 can ensure a level of security that reflects the level of harm, damage and/or distress that might be suffered by the Data Subject to whom such Personal Data relates to in the event of a breach of the measures as set out herein;
 - 3.11.5.4 understand and comply with any relevant obligations created by either this Agreement or Data Protection Legislation; and
 - 3.11.5.5 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis;
- 3.11.6 not disclose or transfer the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) to any third party without the Supplier having obtained the prior written consent of the Customer (save where such disclosure or transfer is specifically authorised under this Agreement);
- 3.11.7 without prejudice to paragraph 3.9.7 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations), wherever the Supplier uses any mobile or portable device for the transmission or storage of the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data), ensure that each such device encrypts such Personal Data; and
- 3.11.8 notwithstanding any provisions relating to the security of Personal Data in this Agreement, comply during the course of this Agreement with any written retention and/or deletion policy or schedule provided by the Customer to the Supplier from time to time.
- 3.12 The Supplier shall not, and shall procure that any Sub-Processor shall not, Process or otherwise transfer any applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) in or to any Restricted Country without prior written consent from the Customer (and such consent may be subject to additional conditions imposed by the Customer).
- 3.13 If, after the Start Date, the Supplier or any Sub-Processor wishes to Process and/or transfer any applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) in or to any Restricted Country, the following provisions shall apply:
 - 3.13.1 the Supplier shall submit a written request to the Customer setting out details of the following:
 - 3.13.1.1 the Personal Data which will be transferred to and/or Processed in each applicable Restricted Country;
 - 3.13.1.2 each Restricted Country to which such Personal Data will be transferred to and/or Processed in;
 - 3.13.1.3 any Sub-Processors or other third party who will be Processing and/or receiving such Personal Data in a Restricted Country; and
 - 3.13.1.4 how the Supplier shall ensure an adequate level of protection and adequate safeguards in respect of such Personal Data that will be Processed in, and/or transferred to, a Restricted Country so as to ensure the Customer's compliance with the Data Protection Legislation;
 - 3.13.2 in preparing and evaluating such a request, the parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the parties and/or a Supervisory Authority in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Country;
 - 3.13.3 the Supplier shall comply with any written instructions and shall carry out such actions as the Customer may notify in writing when providing its consent to such Processing or transfers, including:
 - 3.13.3.1 incorporating either the UK IDTA, or the EU SCCs and UK Addendum into this Agreement or a separate data processing agreement between the parties;
 - 3.13.3.2 undertaking a data transfer risk assessment ("TRA") which complies with the Data Protection Legislation or contributing to a TRA undertaken by the Customer; and
 - 3.13.3.3 procuring that any Sub-Processor or other third party who will be Processing and/or receiving or accessing the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) in any Restricted Country enters into a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Customer and the Supplier in connection with the Processing of such Personal Data in (and/or transfer of such Personal Data to) any Restricted Country, and which may include the incorporation of either the UK IDTA or the EU SCCs and UK Addendum.
- 3.14 The Supplier acknowledges (and shall procure that each Sub-Processor also acknowledges):
 - 3.14.1 the importance to Data Subjects and the Customer of safeguarding the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) and agrees to Processing it only in accordance with the Customer's written instructions, the provisions of this Agreement and in compliance with the applicable Data Protection Legislation;
 - 3.14.2 the loss and damage the Customer is likely to suffer in the event of a breach of this Agreement or negligence in relation to the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data);
 - 3.14.3 any breach of any obligation in relation to applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) and/or negligence in relation to performance or non-performance of such obligation shall be deemed a material breach of this Agreement;
 - 3.14.4 notwithstanding any provisions to the contrary under this Agreement, if the Supplier has committed a material breach under paragraph 3.13.3 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) of this Schedule 3 (Data Protection) on two (2) or more separate occasions, the Customer may at its option:
 - 3.14.4.1 withdraw authorisation for Processing by a specific Sub-Processor by immediate written notice; or
 - 3.14.4.2 terminate this Agreement in whole or part with immediate written notice to the Supplier.
- 3.15 The Supplier shall remain at all times fully responsible and liable for all acts or omissions of any Sub-Processor.
- 3.16 Notwithstanding any provisions to this Agreement relating to the return of Confidential Information to the Customer, following termination or expiry of this Agreement, howsoever arising, the Supplier:
 - 3.16.1 may Process the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply

with paragraph 3.16.3 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) of this Schedule 3 (Data Protection);

- 3.16.2 where paragraph 3.16.1 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) of this Schedule 3 (Data Protection) does not apply, may Process the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) only for such duration as agreed in paragraph 3.8 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) of this Schedule 3 (Data Protection) and following this will then comply with paragraphs 3.16.3 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) and 3.16(d) (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) of this Schedule 3 (Data Protection);
- 3.16.3 subject to paragraph 3.16.1 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) of this Schedule 3 (Data Protection), shall on written instructions from the Customer either securely destroy (including all copies of it) or securely and promptly return to the Customer or a recipient nominated by the Customer (in such usable format as and to the extent the Customer may reasonably require) the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) and confirm in writing that it has complied with this obligation; or
- 3.16.4 in the absence of instructions from the Customer after twelve (12) months from the expiry or termination of this Agreement securely destroy the applicable Personal Data (including any RfL Personal Data).
- 3.17 The applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) may not be Processed following termination or expiry of the Agreement, save as permitted by paragraph 3.16 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) of this Schedule 3 (Data Protection).
- 3.18 Without prejudice to paragraph 3.16 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) of this Schedule 3 (Data Protection), the obligations in these paragraphs 3.8 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) to 3.18 (Data Protection - Controller to Processor (or Processor to Sub-Processor) Obligations) (inclusive) of this Schedule 3 (Data Protection) shall apply following termination or expiry of this Agreement to the extent the party concerned retains or Processes the applicable Personal Data (including any RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data).
- 3.19 At any time on request of the Customer, the Supplier shall either return the applicable Personal Data in the format requested by the Customer (and destroy all remaining copies), or destroy all of the applicable Personal Data (including all copies of it), in either case immediately and confirm in writing that it has complied with this obligation.

Record of Processing

- 3.20 The Supplier shall include the Processing operations relevant to this Agreement in their records of Processing activities required to be maintained pursuant to applicable Data Protection Legislation, noting that such Processing is carried out by the Supplier in its capacity as Processor to the Customer, acting on behalf of the Customer (as Controller including as a joint Controller).

Liability

- 3.21 Notwithstanding any other provisions to the contrary in this Agreement, in connection with the Processing of Personal Data (including the RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data) by the Supplier in accordance with the terms of this Schedule 3 (Data Protection), the Supplier's liability to the Customer shall not be limited.
- 3.22 Without prejudice to the parties' right to dispute the matter and subject to paragraph 3.20 of this Schedule 3 (Data Protection), if an administrative fine is imposed on the Customer under the applicable Data Protection Legislation for matters attributable to or caused by the Supplier's Processing of any applicable Personal Data (including the RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data), the Supplier shall indemnify the Customer in full and on demand and shall cover the entire amount of such fine.
- 3.23 The Supplier shall indemnify the Customer on demand and keep the Customer indemnified fully at all times (notwithstanding any expiry or termination of this Agreement) from and against all Losses incurred by the Customer due to any claim from a third party resulting from, arising out of or relating to any breach by the Supplier of this Agreement or the applicable Data Protection Legislation in connection with the Processing of the applicable Personal Data (including the RfL Personal Data, Customer Personal Data and/or any Cooperation Personal Data). Following receipt of such a claim (or notification of an intention to make such a claim) from a third party (which shall include a Data Subject) by the Supplier, or notification of intent to make such a claim, shall without unreasonable delay notify the Customer. Further, the Supplier shall not make any admission of liability, settlement or payment in respect of such a claim, other than a payment made pursuant to a court order, without the prior written consent of the Customer (such consent not to be unreasonably withheld or delayed). Each party shall also provide such cooperation and assistance as is reasonably required by the other party in connection with the claim and continuously inform the other party of the development of any negotiations and proceedings. Where the Supplier is the party in receipt of such a claim, the Customer shall have the right to, at its own cost and expense, take sole control of the defence and investigation of that claim.

4 CONTINUING OBLIGATION FOLLOWING TERMINATION OF AGREEMENT

- 4.1 The obligations of the parties under this Schedule 3 (Data Protection) shall continue in full force and effect notwithstanding termination or expiry of this Agreement.
- 4.2 The Supplier acknowledges that damages would not be an adequate remedy for any breach of this Schedule 3 (Data Protection) and that (without prejudice to all other rights, powers and remedies which the Customer may be entitled to as a matter of law) the Customer shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of this Schedule 3 (Data Protection) and no proof of special damages shall be necessary for the enforcement of the provisions of this Schedule 3 (Data Protection).

Appendix 1 - Data Protection

Part 1 - Data Processing Activities – Party Designations

This table outlines which parties will act as Controller in relation to certain Personal Data categories of Personal Data that may be Processed in relation to this Agreement.

For the avoidance of doubt, any joint Controller relationship refers to a joint Controller relationship as between the RfL and the Customer under the Concession Agreement and is shown here to identify the Personal Data in respect of which the Customer is a Controller (as a joint Controller).

Where both the "RfL / TFL (as Controller, under the Concession Agreement)" and "Customer (as Controller)" columns are ticked, each will be independent Controller in respect of the applicable Personal Data.

Data Source	Type of Personal Data	RfL / TfL (as Controller, under the Concession Agreement)	Customer (as Controller)	Customer (as joint Controller with RfL under the Concession Agreement)	Customer (as Processor)
CCTV Stations (including any body worn video)	Images of employees & members of public		✓		
CCTV Trains (including any body worn video)	Images of employees & members of public		✓		
Body Worn Cameras	Images of employees & members of public		✓		
Penalty Fare Data	Passenger details	✓	✓		
Supplier Employee Data	Supplier Employee Personal Data	✓	✓		
RfL / TfL Employee Data	Employee Personal Data	✓			✓
Security Access (COTAG)	Employee Personal Data – e.g. names, phone numbers, role, line manager etc.				
Electronic Access Keys	Employee Personal Data – e.g. names, phone numbers, role, line manager etc.			✓	
TVM Payment Data	Payment data	✓			✓
Ticketing 'tap' data from Oyster / CPC readers	Journey start / end / transit; tokenised PANs	✓			✓
LCA Ticket Office	Payments for tickets and Oyster refunds	✓			✓
Customer Initiatives and Committed Obligations	To be confirmed by the Customer to the Supplier on or before the Start Date.		✓		
Drugs & Alcohol Testing	Personal Data and test results following an incident			✓	
Customer Feedback and Responses	Customer Surveys – limited Personal Data, generally anonymised and Processed by surveying company	✓	✓		
Customer Feedback and Responses	Customer Complaints – Processed by TfL centrally	✓	✓		
Customer Feedback and Responses	Freedom of Information requests – Processed and managed by TfL centrally	✓	✓		✓
Incident Reports and Accident Records	Personal Data		✓		

Schedule 4
Minimum Security Measures

Redacted – schedule to be supplied at point of contract