

TRANSPORT FOR LONDON

BOARD

**SUBJECT: LONDON TRANSPORT MUSEUM RESTRUCTURING –
INTERNAL TRANSFER SCHEME AND AMENDMENT OF
STANDING ORDERS**

MEETING DATE: 12 MARCH 2008

1 PURPOSE OF THIS REPORT

- 1.1 To seek the Board's in principle approval for an internal transfer scheme under the Greater London Authority Act 1999 ("GLA Act") as part of the restructuring of the London Transport Museum and also approval to amend TfL's Standing Orders as a consequence of this restructuring.

2 DECISION REQUIRED

- 2.1 That the Board:
- (a) approves in principle the making of an internal transfer scheme as part of the restructuring of the London Transport Museum;
 - (b) authorises the Commissioner (or in his absence, the MD Marketing and Communications) to give final approval to the transfer scheme and submit it to the Mayor for his approval;
 - (c) approves the amendments to TfL's Standing Orders necessary to facilitate the restructuring of the Museum; and
 - (d) delegates to General Counsel final approval of these amendments to the Standing Orders.

3 BACKGROUND

- 3.1 On 6 December 2007, the Board considered the details of the proposed restructure of the London Transport Museum and provided certain approvals to facilitate the restructuring.
- 3.2 In accordance with these approvals:
- (a) the new charitable company, London Transport Museum Limited ("LTM"), was formed on 6 February 2008 as a wholly-owned subsidiary of Transport Trading Limited ("TTL") and an application was subsequently lodged with the Charity Commission for LTM to be registered as a charity;

- (b) LTM has also formed its own wholly-owned trading subsidiary, London Transport Museum (Trading) Limited, which will undertake the non-charitable commercial activities associated with the Museum; and
 - (c) the necessary agreements to facilitate the restructuring are being finalised between TfL and LTM. These include agreements in relation to the future funding of LTM, the loan of the Museum collections to LTM and the use of TfL's intellectual property rights by LTM.
- 3.3 The new Museum structure is proposed to take effect on 1 April 2008.

4 PROPOSED INTERNAL TRANSFER SCHEME

- 4.1 As previously noted by the Board, an internal transfer scheme is required to move property, rights and liabilities between TfL, TTL and LTM as proposed.
- 4.2 Section 165 of the GLA Act provides TfL with the power to make schemes for the transfer of property, rights and liabilities between TfL and a subsidiary, or between subsidiaries, subject to the approval of the Mayor of London.
- 4.3 Approval of transfer schemes prior to their submission to the Mayor is a matter reserved to the Board under paragraph 4.2(h) of Standing Order 2.
- 4.4 The undertaking to be transferred under the proposed internal transfer scheme ("Transfer Scheme") carries out the operation and management of the Museum as well as related activities including operation of the Museum shop and café and hire of Museum facilities for corporate events.
- 4.5 All property, rights and liabilities specific to this undertaking will be transferred by the Transfer Scheme, except for the Museum collections (to be loaned to LTM), intellectual property rights (to be licensed to LTM), leases of the Museum premises (to be sub-leased to LTM), insurance contracts and employee records (to be retained by TfL to enable provision of Group support services to LTM).
- 4.6 As a charity, LTM will only be permitted to trade in furtherance of its charitable objects and incidental/ancillary activities. As a result LTM's activities will be limited to the operation of the Museum and associated charitable activities. The non-charitable commercial activities (operation of the shop and café and hire of facilities) will be undertaken by LTM's subsidiary trading company. As a result of this structure, certain assets exclusively related to the commercial activities will be transferred directly to LTM's subsidiary rather than to LTM.
- 4.7 Employees who are to transfer under the Transfer Scheme and their trade union representatives have been consulted and kept informed throughout the process. Their terms and conditions of service will be unchanged by the transfer.
- 4.8 A draft form of the Transfer Scheme is attached and specifies:
- (a) the undertaking being transferred by reference to the functions it performs;

- (b) the employees within the undertaking whose employment will be transferring (only the job titles appear on this version as it is a public document); and
 - (c) the assets associated with the undertaking divided into:
 - a list of the property, rights and liabilities transferring (i.e. stock, equipment, contracts and computer systems);
 - a list of items being excluded from transfer (i.e. Museum collections, premises leases, intellectual property rights, insurance contracts and employee records).
- 4.9 The leases for the Museum premises at Covent Garden and Acton Depot will be sub-leased, rather than transferred, to LTM under the Transfer Scheme. Sub-leases can be granted as part of the Transfer Scheme as the GLA Act allows transfer schemes to provide for the creation of an estate of interest in, or right over, land retained by the transferor.
- 4.10 The Transfer Scheme also includes certain consequential provisions which arise from the transfer of the undertakings, in particular in relation to creating certain financial provisions for accounting purposes.
- 4.11 The internal consultation undertaken in preparing the Transfer Scheme has not raised any significant issues.

5 PROPOSED AMENDMENT OF STANDING ORDERS

- 5.1 In order to facilitate the Museum restructuring revision of TfL's Standing Orders is required. The key amendment is described below.
- 5.2 It is proposed to amend Standing Order 2 to exclude LTM and its subsidiary from the requirement to obtain any Authorities under the Scheme for Authorities. This amendment is considered necessary in order for LTM to be sufficiently arm's length from TfL to enable it to operate effectively as an independent charity. Instead, appropriate financial and other controls are contained in the funding and other agreements referred to in paragraph 3.2(c) above which will be entered into on 1 April 2008 and will govern the long term relationship between TfL and LTM. Both LTM and its subsidiary trading company will be required to comply with these agreements.

6 IMPLICATIONS FOR EQUALITIES AND INCLUSION, CRIME AND DISORDER AND SUSTAINABILITY

- 6.1 The restructure of the Museum is consistent with TfL's objectives in relation to equality and inclusion, crime and disorder and sustainability. In particular, the Museum will continue to operate in accordance with all of TfL's policies following the restructure.

6.2 Standing Orders that provide clear and effective control and guidance in relation to activities of the TfL Group are essential to the successful delivery of TfL's objectives in relation to equality and inclusion, crime and disorder and sustainability. The agreements to be entered into between TfL and LTM will provide equivalent requirements and guidance in relation to the activities of the Museum.

7 RECOMMENDATIONS

7.1 The Board is requested to:

- (a) approve in principle the making of an internal transfer scheme as part of the restructuring of the London Transport Museum;
- (b) authorise the Commissioner (or in his absence, the MD Marketing and Communications) to give final approval to the transfer scheme and submit it to the Mayor for his approval;
- (c) approve the amendments to TfL's Standing Orders necessary to facilitate the restructuring of the Museum; and
- (d) delegate to General Counsel final approval of these amendments to the Standing Orders.

Date: 2008

Greater London Authority Act 1999

Transport for London
(London Transport Museum)
Transfer Scheme 2008

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	associated documentary and supporting materials of TfL relating to the history of London's transport as listed and described in the Collections Database;
“Collections Database”	the database (known as the IMS or the Information Management System) administered and maintained by TfL and/or TTL which lists all the items in the Collections from time to time;
“Contracts”	any contracts, agreements, arrangements, engagements, assignments, licences and any orders for goods and/or services;
“Exclusion Provisions”	the provisions contained in Part B of Schedule 2 and Part B of Schedule 3;
“Execution Date”	the date upon which TfL executes this Transfer Scheme;
“GLA Act”	the Greater London Authority Act 1999;
“Intellectual Property Rights”	all intellectual property rights including patents, trade marks, service marks, trade names, design rights, copyright, database rights, rights in know-how, rights in domain names and other intellectual property rights, in each case whether registered or unregistered, and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect anywhere in the world;
“Land”	any freehold or leasehold property together with all buildings and fixtures on such property, all interests in or over land, all licences to enter upon and use such property, the benefit of all other agreements relating to such property and all rights of common, drainage rights,

customary rights, profits à prendre, rights of way, watercourses, rights of water and other easements relating to such property;

“LTML”	London Transport Museum Limited (Company Number 6495761) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL;
“LTMTL”	London Transport Museum (Trading) Limited (Company Number [XXX]) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL;
“Mayor of London”	the Mayor of London whose appointment is provided for by section 2 of the GLA Act;
“Records”	all records of whatever nature and whether held in paper, electronic or any other form whatsoever;
“TfL Group”	TfL and all of its subsidiaries from time to time;
“Transfer Date”	the time at which the transfers and other matters provided for in this Transfer Scheme take effect as provided for in Clause 3;
“Transfer Scheme”	a scheme for the transfer of property, rights and liabilities under section 165 of the GLA Act;
“Transferring Undertaking”	the undertaking a description of which is set out in Schedule 1;
“TTL”	Transport Trading Limited (Company Number 3914810) whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL.

- 2.2 Any references in this Transfer Scheme to “**property**”, “**rights**” or “**liabilities**” shall, unless the context otherwise requires, be construed in accordance with the meanings attributed to such terms for the purposes of section 165 of the GLA Act.
- 2.3 Any references in this Transfer Scheme to a “**subsidiary**” or a “**wholly-owned subsidiary**” shall be construed in accordance with the meanings attributed to such terms by section 736 of the Companies Act 1985.
- 2.4 Any references in this Transfer Scheme to a “**Clause**”, “**Schedule**”, “**Part**” or “**paragraph**” shall, unless the context otherwise requires, be construed as references to a clause of, a schedule to, a part of a schedule to or a paragraph of a part of a schedule to this Transfer Scheme respectively.
- 2.5 Any reference to any legislative provision shall be deemed to be a reference to such provision as it may be amended, re-enacted or substituted from time to time.

3. Transfer Date

The transfers and other matters provided for in this Transfer Scheme shall take effect at 12.01 a.m. on the date specified by the Mayor of London as the date upon which this Transfer Scheme shall take effect.

4. Transfers from TfL and TTL to LTML

- 4.1 Subject to Clauses 4.2 and 4.3, on the Transfer Date there shall be transferred from TfL and/or TTL to LTML whatever property, rights and liabilities TfL and/or TTL have immediately prior to this Transfer Scheme taking effect which:
- (a) relate wholly and exclusively to the Transferring Undertaking; and/or
 - (b) exist in or in respect of the items described in Part A of Schedule 2.

4.2 All that property and all those rights and liabilities which are described in Part B of Schedule 2 shall be excluded from the property, rights and liabilities transferring pursuant to Clause 4.1.

4.3 TfL and/or TTL will grant subleases to LTML in accordance with Part C of Schedule 2.

5. Transfers from TfL and TTL to LTMTL

5.1 Subject to Clause 5.2, there shall be transferred from TfL and/or TTL to LTMTL as of the Transfer Date whatever property, rights and liabilities TfL and/or TTL have which exist in or in respect of the items described in Part A of Schedule 3.

5.2 All that property and all those rights and liabilities which are described in Part B of Schedule 3 shall be excluded from the property, rights and liabilities transferring pursuant to Clause 5.1.

6. Conflict Between Provisions

If there is any conflict between the Exclusion Provisions and any other provision of this Transfer Scheme, the Exclusion Provisions shall take precedence.

7. Inter-Company Balances

7.1 Where immediately prior to the Transfer Date any amount is shown in the management accounts of TfL and/or TTL (each a “**Transferor**”) as owing from the Transferring Undertaking to any other part of the undertaking of the relevant Transferor then with effect from the Transfer Date LTML shall accept liability for such amount and shall pay such amount on demand to the relevant Transferor.

7.2 Where immediately prior to the Transfer Date any amount is shown in the management accounts of a Transferor as owing to the Transferring Undertaking from any other part of the undertaking of the relevant Transferor then with effect from the Transfer Date the relevant Transferor shall accept liability for such amount and shall pay such amount on demand to LTML.

7.3 For the avoidance of doubt, the rights created pursuant to this Clause 7 shall take the form of a right of the party entitled to receive such sums (the “**Creditor**”) to sue the party obliged to pay such sums (the “**Debtor**”) as if the Creditor were suing the Debtor for a liquidated debt arising under the terms of a contract made by way of a deed.

8. No Transfer of Functions

This Transfer Scheme shall not be construed as providing (pursuant to paragraph 7 of Schedule 12 to the GLA Act) for the transfer of any function or the concurrent exercise by different bodies of any function.

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Schedule 1

Description of Transferring Undertaking

London Transport Museum

All those parts of TfL's and/or TTL's undertaking which as at the Transfer Date are responsible for the operation and management of the London Transport Museum the primary location of which is Covent Garden Piazza, London WC2E 7BB and the activities of which include, without limitation, the following:

- (a) exhibition, interpretation, display and maintenance of historic collections, artefacts and associated materials of TfL relating to the history of transport in London for the benefit of the public; and
- (b) operation of the London Transport Museum shop and café and hire of London Transport Museum facilities to third parties for events.

Schedule 2

Transfers from TfL and/or TTL to LTML

Part A – Transferring Property, Rights and Liabilities

1. Fixtures, Fittings, Plant and Machinery

- 1.1 Except for those matters referred to in paragraph 1.2, whatever property, rights and liabilities TfL and/or TTL have in or in respect of any fittings and any items of furniture, equipment, machinery and vehicles which are solely and exclusively attributable to the Transferring Undertaking.
- 1.2 The items excluded from the transfers referred to in paragraph 1.1 are any fittings and any items of furniture, equipment or machinery relating to any of the computer systems referred to in paragraph 5.

2. Stock

The property, rights and liabilities which TfL and/or TTL have in or in respect of any stocks, inventory and stores which solely and exclusively relate to the Transferring Undertaking.

3. Contracts

- 3.1 Except for those matters referred to in paragraph 3.2, whatever property, rights and liabilities TfL and/or TTL have in any Contracts which:
- (a) are solely and exclusively attributable to the Transferring Undertaking; and/or
- (b) are listed below:

<i>Contract Date</i>	<i>Parties</i>	<i>Subject Matter</i>
	(1) TTL (2) Securicor Cash Services Ltd	Provision of cash collection services
	(1) TTL (2) Spectrum Drama & Theatre	Supply of actors for Museum gallery

<i>Contract Date</i>	<i>Parties</i>	<i>Subject Matter</i>
	Projects	
	(1) TTL (2) Smart Teachers/Protocol Teachers	Supply of teachers and educational resources to deliver safety and citizenship programme in schools
	(1) TTL (2) London Underground Ltd	Contribution to safety and citizenship programme
	(1) TTL (2) M&C Saatchi Ltd	Provision of advertising services
16.03.2006	(1) TTL (2) Fraser Randall Productions Limited	Provision of fit-out services relating to Covent Garden premises refurbishment
18.08.2005	(1) TTL (2) Wates Construction Limited	Provision of construction services relating to Covent Garden premises refurbishment
01.09.2005	(1) TTL (2) DHA Design	Provision of lighting design services relating to Covent Garden premises refurbishment
06.07.2007	(1) TTL (2) Buro Happold Limited	Provision of structural engineering services relating to Covent Garden premises refurbishment
14.02.2007	(1) TTL (2) Drivers Jonas	Provision of project management services relating to Covent Garden premises refurbishment
14.02.2007	(1) TTL (2) Avery Associates (London) Limited	Provision of architecture services relating to Covent Garden premises refurbishment
	(1) TTL (2) NTL Ltd	Supply of communications system between Museum premises
	(1) TTL (2) Demco Communications Ltd	Supply of telephone system
	(1) TTL (2) Star Internet	Provision of internet services

<i>Contract Date</i>	<i>Parties</i>	<i>Subject Matter</i>
	(1) TTL (2) Eon	Provision of photocopier services
	(1) TTL (2) Barclaycard Merchant Services	Provision of banking services
	(1) TTL (2) Aquent	Provision of design resources
	Performing Rights Society Limited	Licence for use of music
	Phonographic Performance Limited	Licence for public performance of sound recordings
24.09.2007	(1) TTL (2) Museum Library Archives Council	Provision of funding
	(1) TTL (2) Designated Challenge Fund	Provision of funding
25.01.2005	(1) TfL (2) The Trustees for the National Heritage Memorial Fund	Provision of grant funding

3.2 The Contracts excluded from the transfers referred to in paragraph 3.1 are any Contracts which relate to the employment of employees.

4. Records and reference material

Whatever property, rights and liabilities TfL and/or TTL have in or in respect of any Records and any library books or other reference material but only to the extent that they:

- (a) are required to carry on the activities of the Transferring Undertaking; and
- (b) are attributable to the Transferring Undertaking.

5. Critical Computer Systems

5.1 Whatever property, rights and liabilities TfL and/or TTL have in any computer systems and applications specific to the performance of the functions of the Transferring Undertaking (but only to the extent that they are attributable to the Transferring Undertaking), including (but not limited to):

<i>System or Application</i>	<i>Description</i>
Futura	Electronic Point of Sale system
Raiser's Edge	Museum ticketing software
Patrons Edge	Customer relationship management software
ASTA Teamplan	Resource management software
Information Management System (IMS)	Collections Database
Xpressions	Telephone system

5.2 The property, rights and liabilities referred to in paragraph 5.1 shall be deemed to include all software (including, but not limited to source code and object code), hardware, Intellectual Property Rights and Contracts (including, but not limited to Contracts for the support and/or maintenance of such systems) which are in each case application-specific to the computer system or application in question.

6. Non Contractual Rights and Liabilities

6.1 All non-contractual rights and claims of TfL and/or TTL which are attributable to the Transferring Undertaking and which are exercisable against any third party whether arising under quasi-contract, in tort, under any trust or as a result of any fiduciary relationship and whether actual or contingent, accrued or accruing.

6.2 All non-contractual obligations and liabilities in respect of any claims by any third party against TfL and/or TTL which are attributable to the activities of the Transferring Undertaking whether arising under quasi-contract, in tort, under any trust, as a result of any fiduciary relationship or otherwise and whether actual or contingent, accrued or accruing.

7. Licences and Consents

Whatever property, rights and liabilities TfL and/or TTL has in or in respect of any licences or consents required for the performance of the functions of the Transferring Undertaking.

8. Employees

Whatever rights and liabilities TfL and/or TTL have in or in respect of the contracts of employment of all those persons who immediately before this Transfer Scheme taking

effect were employed wholly or mainly for the purposes of the Transferring Undertaking, including but not limited to the following persons:

<i>Employee Name</i>	<i>Employee No.</i>	<i>Position</i>
		Customer Service Assistant
		Head of Customer Services
		Director of London Transport Museum
		Museum Security Operative
		Operations & Resourcing Manager
		Curator
		Depot Services & Logistics Manager
		ORA: Volunteers
		PA to Director of London Transport Museum
		Head Curator
		Curator
		Head of Digital Resources
		Education Liaison Officer - S&C
		Senior Curator: Vehicles & Engineering
		Senior Curator: Collections Development
		Customer Service Assistant
		Customer Service Assistant
		Head of Marketing & Development LTM

		DS&L Assistant
		Interpretation & Education Assistant - LTM
		ORA: Management Support
		Customer Service Assistant
		Curator
		Senior Curator: Collections Management
		Head of Design and Displays
		Customer Service Assistant
		Safety and Citizenship Manager
		Finance and Assurance Manager
		Customer Service Assistant
		Senior Technical Assistant
		Customer Service Assistant
		Assistant Director: Support Services
		Head of Trading
		Operations & Resourcing Manager
		Digital Media Developer
		Customer Services Manager
		Presentation & Merchandising Coordinator
		Information Services Manager
		Museum Technical Support Assistant
		Assistant Director: Business & Performance

		Digital Collections Developer
		Curator
		Development Executive
		Customer Service Assistant
		Curator
		Museum Security Operative
		Librarian - LTM
		Museum Technical Assistant
		Operations & Resourcing Manager
		Off-site Sales Manager
		Customer Services Manager
		Stakeholder Relations Manager
		Education Liaison Officer - S&C
		Education Officer - LTM
		School Liaison Officer - S&C
		School Liaison Officer - S&C
		ORA: Receptionist
		Finance Assistant
		School Liaison Officer - S&C
		School Liaison Officer - S&C
		Museum Technical Assistant
		Learning Manager

		Head of Learning - LTM
		School Liaison Officer - S&C
		Head of Design & Presentation
		Project Curator
		Office Support Manager - LTM
		Audience Development Officer
		Audience Development Officer
		Education Officer (SEN)
		Education Officer (Secondary)
		Development Manager - New Business
		Customer Service Assistant
		Project Curator
		ICT Development Officer
		Project Curator
		Education Liaison Officer
		Marketing and Venue Sales Manager
		DS&L Assistant
		Communications Manager
		Operations & Resourcing Assistant
		Business Change & Development Manager
		Museum Technical Assistant
		Network Administrator - LTM

		Assistant Director: Visitor Services
		Customer Service Assistant
		Customer Service Assistant
		Customer Service Assistant
		Customer Service Assistant
		Customer Service Assistant
		Customer Service Assistant
		Customer Service Assistant
		Customer Service Assistant
		Customer Service Assistant
		Operations & Resourcing Assistant
		Operations & Resourcing Assistant
		Customer Service Assistant
		Operations & Resourcing Assistant
		Customer Service Assistant
		Head of Operations & Resourcing
		Admin - Marketing Assistant - LTM
		Head of Design & Presentation
		Education Liaison Officer - S&C
		Retail Manager - LTM

*Part B – Excluded Property, Rights and Liabilities***1. General Exclusion**

Any property, rights and liabilities described in Schedule 3.

2. Land

Whatever property, rights and liabilities TfL and/or TTL have in Land which:

- (a) is attributable to the Transferring Undertaking; and/or
- (b) is a leasehold property listed below:

<i>Lease Date</i>	<i>Lease Term</i>	<i>Parties</i>	<i>Demised Premises</i>
07.07.1983	63 years from 22.01.1980	(1) Greater London Council (Lessor) (2) London Transport Executive (Lessee)	Ground floor of the Flower Market and the Covered Way Covent Garden
15.09.2005	From 24.06.2005 to 21.01.2043	(1) The Covent Garden Market LP (Landlord) (2) TTL (Tenant)	Basement premises adjoining the Flower Market and the Covered Way Covent Garden
20.01.1997	From 20.01.1997 to 23.06.2018	(1) Burford Investment Company Limited (Landlord) (2) London Regional Transport (Tenant)	First, Second and Third Floors, 33/35 Wellington Street, Covent Garden, London WC2
20.01.1997	From 20.01.1997 to 23.06.2018	(1) Burford Investment Company Limited (Landlord) (2) London Regional Transport (Tenant)	Part Fourth Floor, 33/35 Wellington Street, Covent Garden, London WC2

<i>Lease Date</i>	<i>Lease Term</i>	<i>Parties</i>	<i>Demised Premises</i>
18.05.2005	From 17.12.2005 to 23.06.2018	(1) The Covent Garden Market LP (Landlord) (2) TfL (Tenant)	Part Fourth Floor, 33/35 Wellington Street, Covent Garden, London WC2
29.10.2007	From 28.10.2007 to 27.10.2008	(1) Capital & Counties CG Limited (as General Partner for Capital & Counties CGP) and Capital & Counties CG Nominee Limited (Landlord) (2) TTL (Tenant)	Fifth Floor Russell Chambers, Covent Garden, London WC2
04.04.2003	From 01.04.2000 to 30.03.2050	(1) Infraco Sub-Surface Limited (Landlord) (2) TTL (Tenant)	London Transport Museum's Depot at Ealing Common Depot, 118-120 Gunnersbury Lane, Acton, London W3 9BQ

3. Insurance Contracts

Any contract, agreement, arrangement, engagement or assignment relating to any insurance policy.

4. Collections

All property, rights and liabilities TfL and/or TTL have in or in respect of the Collections.

5. Intellectual Property Rights

All Intellectual Property Rights owned by TfL and/or TTL.

6. Employment Records

All Records relating to the employment of individuals referred to in paragraph 8 of Part A of this Schedule.

*Part C – Grant of Subleases***1. Subleases**

TfL and/or TTL will grant to LTML a sublease of each leasehold property listed in paragraph 2(b) of Part B of this Schedule which will contain, inter alia, the following provisions:

- (a) The term of the sublease is to be equivalent to the unexpired residue of the term of the lease under which it is granted, less three days.
- (b) TfL and/or TTL may determine the sublease [XXX].

[Note: Wording of (b) still to be finalised – propose that subleases will be coterminous with Umbrella Agreement.]

- (c) The sublease is to be excluded from the security of tenure provisions contained in sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954.
- (d) LTML is to be permitted to share occupation with Group Companies of LTML within the meaning of section 42 of the Landlord and Tenant Act 1954.
- (e) LTML is to pay rents to be agreed between the parties to the sublease.

Schedule 3

Transfers from TfL and/or TTL to LTMTL

Part A – Transferring Property, Rights and Liabilities

1. Stock

The property, rights and liabilities which TfL and/or TTL have in or in respect of any stocks, inventory and stores which solely and exclusively relate to the London Transport Museum shop operated as part of the Transferring Undertaking.

2. Contracts

Whatever property, rights and liabilities TfL and/or TTL have in any Contracts which are listed below:

<i>Contract No.</i>	<i>Contract Date</i>	<i>Parties</i>	<i>Subject Matter</i>
	07.03.2006	(1) TTL (2) Searcy Tansley & Co Ltd	Provision of café catering services
		(1) TTL (2) Internova	Provision of webshop services

*Part B – Excluded Property, Rights and Liabilities***1. Collections**

All property, rights and liabilities TfL and/or TTL have in or in respect of the Collections.

2. Intellectual Property Rights

All Intellectual Property Rights owned by TfL and/or TTL.

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EXECUTED by **TRANSPORT FOR LONDON** the day and year first above written.

THE COMMON SEAL of **TRANSPORT FOR LONDON** was hereunto affixed in the presence of:-

..... Commissioner

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The Mayor of London hereby:

- (a) approves the Transport for London (London Transport Museum) Transfer Scheme 2008 without modification pursuant to section 165(2) of the Greater London Authority Act 1999; and
- (b) appoints 1 April 2008 as the date upon which this Transfer Scheme takes effect for the purposes of paragraph 8 of Schedule 12 to the Greater London Authority Act 1999.

.....
Ken Livingstone
Mayor of London

Date: 2008

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