

LONDON CYCLE HIRE SCHEME AGREEMENT

Schedule 9 – Change Control Request Procedure

SCHEDULE 9

Change Control Request Procedure

Introduction

- 1.1 This Schedule 9 sets out the:
- (A) resources to be provided by the Service Provider to support the Change Control Request Procedure;
 - (B) process to be followed by the Parties for proposing, reviewing and approving Changes;
 - (C) categories of Changes;
 - (D) basis of funding Changes made as a result of a Change in Law;
 - (E) process for requesting Additional Services; and
 - (F) principles to be adopted by the Service Provider when pricing Changes.
- 1.2 The principles for pricing of the Service Provider’s charges for Additional Services are set out in Schedule 33 (*Additional Services*).
- 1.3 All Changes shall be categorised as one of the categories of Changes set out in paragraph 3 (*Categories of Change and Additional Services*) below.

Change Manager and Resources

- 1.4 The Service Provider shall nominate a Change Manager to manage and act as the single point of contact for TTL in relation to:
- (A) Changes; and
 - (B) the Change Control Request Procedure.
- 1.5 The Service Provider shall, and shall procure that its Sub-Contractors shall, make available sufficient Service Provider Personnel and resources in order to respond promptly to Change Control Requests raised in accordance with this Agreement.

Categories of Changes and Additional Services

- 1.6 All Changes shall be categorised as one of the following:

Category of Change	Definition	Party entitled to raise the Change	Paragraph of this Schedule 9
Emergency Change	Any Change which if not implemented would result in, or is required to avoid or mitigate: (A) loss of the Operational Services; (B) material loss of Revenue; (C) material risk to the integrity of the London Cycle Hire Scheme; and/or (D) the immediate risk of: (1) death or personal injury to any person; and/or	TTL	0

Category of Change	Definition	Party entitled to raise the Change	Paragraph of this Schedule 9
	(2) loss of or damage to any property.		
General Change	Any Change other than: (A) an Emergency Change; (B) a Mandatory Change; (C) a Merchant Acquirer Change; (D) a Restricted Change; or (E) an Internal Change.	TTL or the Service Provider	0 or 0
Internal Change	Any Changes proposed by the Service Provider which do not impact: (A) the terms and conditions of this Agreement; (B) the Planned Operational Commencement Date; (C) the LCHS Assets; (D) the Service Systems; (E) the Interfaces; (F) the provision and availability of the of the Services; (G) the provision and availability of the London Cycle Hire Scheme; (H) TTL or any member of the TfL Group; (I) an Interested Party; (J) an Other Service Provider; (K) the Insurance Provider; (L) the Sponsor; or (L) a Third Party.	Service Provider	12
Mandatory Change	Any Change that either Party is required to implement as part of the Agreement and which is necessitated by, or results directly from: (A) a Change in Law, except if and to the extent that the actions to be undertaken by the Service Provider as a result constitute or relate to Additional Services; (B) a change or changes to: (1) one or more of the Other Service Provider Systems, Insurance Provider System and/or Third Party Systems; and/or (2) service delivery processes of Other Service Providers, the Insurance Provider and/or Third Parties; and/or (C) the Partial Termination of this Agreement, which takes effect after the Effective Date and which impacts on: (a) the design or functionality of the LCHS Assets and/or Service Systems; (b) the provision of the Services; (c) the operation or administration of the London Cycle Hire Scheme; or (d) otherwise on the terms of this Agreement; or (D) any other circumstance which is expressly stated in this Agreement as being capable of being requested by TTL and/or implemented as a Mandatory Change.	TTL or the Service Provider	0

Category of Change	Definition	Party entitled to raise the Change	Paragraph of this Schedule 9
Merchant Acquirer Change	Any Change to: (A) the Merchant Acquirer; or (B) any terms of the relevant TfL Merchant Acquirer Agreement.	TTL	13
Restricted Change	Any Changes or Additional Services which involve or may involve the provision of LCHS Assets, Service Systems and/or Services (or any parts thereof): (A) on or from any site, premises, facility, location or jurisdiction other than the Premises and/or Service Provider Premises and/or TTL Premises; or (B) by any Third Party other than a Sub-Contractor registered in the United Kingdom.	Service Provider	16

- 1.7 TTL shall be entitled to require the Service Provider to provide Additional Services from time to time in accordance with the procedure for a General Change, set out in paragraph 0 (*General Changes Proposed by TTL*) of this Schedule 9, and the other paragraphs of this Schedule 9 shall apply thereto (*mutatis mutandis*) provided that:
- (A) the Service Provider shall not be entitled to decline to provide such Additional Services; and
 - (B) the price of any Additional Services shall be calculated in accordance with the provisions of Annex G (*Principles to Apply to the Pricing of Changes to this Agreement*) to this Schedule 9.

Change Request Process – General Principles

- 1.8 At all times, the Service Provider and TTL shall conduct discussions relating to any proposed Changes in good faith.
- 1.9 The Service Provider shall ensure that the Change Manager presents to every Joint Change Board meeting:
- (A) a report detailing the complete list and detailed descriptions of all new and outstanding:
 - (1) Change Control Requests, such list to indicate those that relate to:
Additional Services; and
Changes, specifying the relevant category of Change; and
 - (2) Internal Changes.

Such report shall detail the date each Change Control Request and/or Internal Change was issued or is to be issued and their current status; and

- (B) a report on Service Provider Personnel involved in the development of Impact Assessments since the previous Joint Change Board meeting, and such other details as TTL may reasonably request.

1.10 The Joint Change Board shall:

- (A) review and assess outstanding Change Control Requests and Internal Changes; and
- (B) prioritise Change Control Requests and Internal Changes as TTL may require (TTL acting reasonably), on the basis that any prioritised Change Control Requests and Internal Changes must serve to assist and improve the overall operation of the:
 - (1) LCHS Assets;
 - (2) Service Systems;
 - (3) Services; and
 - (4) provision of the London Cycle Hire Scheme.

1.11 In accordance with Clause 20 (*Continuous Improvement and Cost Reduction*), the Service Provider shall use its reasonable endeavours to propose GIP Improvements.

1.12 The Parties shall submit all Change Control Requests using the form set out in Annex B (*Change Control Request Form*) to this Schedule 9.

1.13 The Service Provider shall submit:

- (A) Initial Responses using the form set out in Annex C (*Initial Response Form*) to this Schedule 9; and
- (B) Impact Assessments using the form set out in Annex D (*Impact Assessment Form*) to this Schedule 9.

1.14 The Service Provider shall:

- (A) retain copies of:
 - (1) all authorised timesheets (or such other form of time keeping records as TTL may expressly in writing agree from time to time) relating to time spent by Service Provider Personnel; and
 - (2) records and receipts for goods and equipment or other non-staff based resources in excess of £50,

deployed or removed in dealing with Changes; and
- (B) make such timesheets, records and receipts (or copies thereof) available to TTL promptly on request at no cost to TTL.

1.15 Until such time as a Change Authorisation is issued by TTL:

- (A) the Service Provider and TTL shall, unless otherwise required under this Schedule 9 or agreed in writing, continue to perform their respective obligations under the Agreement as if the Change had not been requested; and
- (B) the Service Provider shall not commence any new work in connection with Changes (or any other piece of work).

1.16 Any discussions which take place between TTL and the Service Provider in connection with a Change before the authorisation of a resultant amendment to the Agreement shall be without limitation to the obligations, and without prejudice to the rights or remedies, of each relevant Party under this Agreement (and, in the case of rights and remedies, under common law or in equity).

1.17 The Service Provider shall not:

- (A) be relieved of any of its obligations as a result of TTL considering or refusing any Change Control Request nor shall TTL's rights or remedies (under this Agreement, under common law or in equity) be prejudiced or affected in any way by such consideration or refusal;
- (B) unreasonably withhold or delay its consent or agreement where such consent or agreement is required under any provision of this Schedule 9; and
- (C) be entitled to charge in respect of Changes (or any part thereof) unless expressly permitted under this Agreement.

1.18 In the event of a dispute between the Parties in respect of a Change Control Request, the Parties shall resolve the matter in accordance with the Dispute Resolution Procedure.

1.19 All time periods set out in this Schedule 9 may, in respect of a particular Change Control Request, be changed from time to time if the Service Provider and TTL expressly in writing agree.

Authorisation Limits

1.20 The prescribed limits and authorisations for executing Change Authorisations are set out below:

Cost of or impact on Service Charges during the Term	Authorised Signatories	
	TTL	Service Provider
Up to £500,000	Head of Commercial	Robert Bourne, Programme Director, London Cycle Hire Scheme
Over £500,000 and up to £5,000,000	Head of Commercial and Director of CC&TE	Chris Gatehouse, Managing Director Transportation System
Over £5,000,000	Managing Director (Surface Transport)	Nick Brown, Chief Executive, Serco Integrated Transport and Middle East

- 1.21 In order to proceed with a Change, the Service Provider shall require:
- (A) a copy of the Change Authorisation, signed as appropriate in accordance with paragraph 1.20 above; and
 - (B) a copy of the relevant Impact Assessment attached to the relevant Change Authorisation.

Milestones, Testing and Payment

Milestones

- 1.22 For each proposed Change, TTL shall be entitled to specify in the Change Control Request:
- (A) high-level Milestone Achievement Criteria; and
 - (B) Milestones and Milestone Dates.
- 1.23 The Service Provider shall provide proposed detailed Milestone Achievement Criteria (if appropriate), as part of the relevant Impact Assessment, for Approval by TTL.

Testing

- 1.24 All work performed pursuant to a Change Authorisation shall be subject to Testing, which shall be conducted in accordance with and subject to the provisions of:
- (A) Clause 11 (*Testing of LCHS Assets and Service Systems*);
 - (B) Schedule 3 (*Milestones and Deliverables*); and
 - (C) Schedule 4 (*Testing Regime*).

Payment

- 1.25 TTL shall be under no obligation to commence payment in respect of a Change Authorisation until such time as all Testing and/or Milestone Achievement Criteria and any other completion criteria reasonably required by TTL has been successfully completed and Approved in accordance with:
- (A) Clause 11 (*Testing of LCHS Assets and Service Systems*);
 - (B) Schedule 3 (*Milestones and Deliverables*); and
 - (C) Schedule 4 (*Testing Regime*).

Charging Principles

- 1.26 The pricing of any Changes utilising Service Provider Personnel shall be calculated in accordance with the provisions of:
- (A) Schedule 7 (*Charging*); and
 - (B) Annex G (*Principles to Apply to the Pricing of Changes to this Agreement*) to this Schedule 9.
- 1.27 Subject to paragraphs 6.4 (*Milestones, Testing and Payment*) and 0 (*Costs of Changes in Law*) of this Schedule 9, on issue by TTL of a relevant Change Authorisation and production of an appropriate serially numbered amendment to this Agreement in accordance with this Schedule 9:
- (A) payment shall be made; and/or
 - (B) the Service Charges shall, if appropriate, be changed,
- in accordance with the payment terms specified in that Change Authorisation and in each case subject to paragraph 4.10(C) (*Change Request Process – General Principles*) of this Schedule 9.
- 1.28 Activity associated with a Parameterised Change Element resulting from, or forming the subject of, a Change, shall not attract any cost or changes to the Service Charges unless otherwise expressly agreed by TTL in writing and the Service Provider shall not request any amount or changes to the Service Charges for any Parameterised Change Element within the scope set out in that Annex A (*Parameterised Change Elements*) (or for any other item or thing expressly prohibited under this Agreement).

General Changes Proposed by TTL

- 1.29 If TTL wishes to request a General Change, it shall serve on the Service Provider a Change Control Request setting out:
- (A) TTL's reasons for proposing the General Change;
 - (B) sufficient details of the General Change to enable the Service Provider to calculate and provide an:
 - (1) Initial Response; and/or
 - (2) Impact Assessment;
 - (C) the date by which TTL wishes the General Change to be implemented and the proposed Milestone Dates (if any); and
 - (D) if there are any dates by which a decision or response is critical.

- 1.30 As soon as reasonably practicable and in any event within the periods set out below, or otherwise expressly agreed in writing between the Parties, the Service Provider shall deliver to TTL:
- (A) an Initial Response in accordance with paragraph 8.5 (*Initial Response*) below within ten (10) Working Days of receipt by the Service Provider of the Change Control Request; or
 - (B) an Impact Assessment in accordance with paragraph 8.7 (*Impact Assessment*) within twenty (20) Working Days of receipt of the Change Control Request; or
 - (C) subject to paragraph 8.3 below, a notice setting out in detail the grounds on which the Service Provider objects to the proposed General Change (an "**Objection Notice**").
- 1.31 The Service Provider shall only be entitled to object to a Change Control Request relating to a General Change to the extent that it can demonstrate to TTL's reasonable satisfaction that the General Change would, if implemented, contravene any Law.
- 1.32 The Service Provider's objections shall be dealt with as follows:
- (A) if TTL disagrees with the objections raised by the Service Provider in the Objection Notice, the Service Provider and TTL shall meet with a view to establishing whether the Service Provider's objections are valid;
 - (B) if, within ten (10) Working Days of TTL's receipt of any Objection Notice, the validity or otherwise of the Service Provider's objections remain to be agreed, the question of validity shall be referred to the Dispute Resolution Procedure;
 - (C) if:
 - (1) TTL agrees with the objections in the Objection Notice and notifies the Service Provider in writing of its agreement; or
 - (2) it is determined by the Dispute Resolution Procedure that the objections in the Objection Notice are valid,the relevant Change Control Request shall be deemed to be withdrawn; and
 - (D) if, following receipt of an Objection Notice, it is agreed in writing by the Parties or determined by the Dispute Resolution Procedure that the objections in an Objection Notice are not valid, the Service Provider shall, as soon as reasonably practicable and in any event within the periods set out below or such other periods expressly agreed in writing between the Parties, deliver to TTL (as appropriate):
 - (1) an Initial Response in accordance with paragraph 8.5 (*Initial Response*) below within ten (10) Working Days; or
 - (2) an Impact Assessment in accordance with paragraph 8.7 (*Impact Assessment*) below within twenty (20) Working Days,of the date of such agreement or determination.

Initial Response

1.33 The Service Provider shall not be entitled to charge any costs and/or expenses incurred in the preparation of an Initial Response. Unless the Service Provider and TTL expressly agree in writing that it is not necessary, the Initial Response shall include the following information relating to such Change:

- (A) details of the scope, contents and key services and/or deliverables to be supplied as part of the Impact Assessment;
- (B) either:
 - (1) an estimate of the cost of implementing the Change; or
 - (2) the impact of the Change on the Service Charges (whether an increase or decrease) in accordance with Annex H (*Change Control Request Pricing Template*) to this Schedule 9,and in good faith any cost/benefit or risk/reward for the Service Provider and TTL or changes to that cost/benefit or risk/reward analysis, unless this Agreement expressly prohibits any increase in the Service Charges or additional costs or expenses to be charged to TTL;
- (C) an estimate of the time required at each resource level for scoping, preparation and production of the Impact Assessment; and
- (D) details of any further information and/or approvals required by the Service Provider in order to prepare the Impact Assessment.

1.34 If either:

- (A) the Service Provider or TTL expressly agree in writing that an Initial Response is not required; or
- (B) an Initial Response is provided to TTL by the Service Provider and TTL notifies the Service Provider that it wishes the Service Provider to proceed with the preparation of an Impact Assessment,

the Service Provider shall prepare an Impact Assessment in accordance with paragraph 8.7 within twenty (20) Working Days, or such other period as may be expressly agreed in writing between the Parties, of the date of such agreement or notice (as applicable).

Impact Assessment

1.35 The Impact Assessment shall include the following:

- (A) sufficient details of the Change (including an estimate of the costs or savings of implementing the Change and the effect of the Change on the Service Charges, unless this Agreement expressly prohibits any increase in the Service Charges or additional costs or expenses to be charged to TTL) to enable TTL to evaluate such Change;

- (B) impact on the:
 - (1) LCHS Assets; and
 - (2) Service Systems and Interfaces;
- (C) details of any:
 - (1) modifications to the Service Systems and Interfaces;
 - (2) Specifically Written Software to be developed and/or implemented as a result of the Change;
 - (3) any other information required pursuant to:
 - the Statement of Requirements; and
 - Schedule 41 (*Intellectual Property Rights*);
- (D) information and details of Service System Interfaces and Interface Specifications in connection with the proposed Change;
- (E) a detailed cost/benefit and risk/reward analysis of the Change;
- (F) any amendment required to this Agreement as a result of the Change;
- (G) any impact or possible impact of the Change, including all risks and possible issues associated with or resulting from the Change on the:
 - (1) Statement of Requirements;
 - (2) Service Provider Solution;
 - (3) any of the Design Deliverables;
 - (4) LCHS Assets;
 - (5) Service Systems and Interfaces;
 - (6) Services;
 - (7) Service Provider's ability to comply with its obligations under this Agreement;
 - (8) Milestones and Milestone Dates which will or are likely to be affected by the Change;
 - (9) Operational Commencement Date (if appropriate); and
 - (10) the Other Service Provider Systems, the Insurance Provider System and/or Third Party Systems, as applicable.

(H) confirmation that:

- (1) the Impact Assessment has been drawn up in accordance with the pricing principles set out in Annex G (*Principles to Apply to the Pricing of Changes to this Agreement*) to this Schedule 9;
- (2) there has been no material omission or inaccuracy in the facts and pricing assumptions provided by the Service Provider on which any proposed adjustment to the Service Charges or other proposed payments are based, and which are set out or referenced in the Impact Assessment; and
- (3) in estimating the costs on which any proposed adjustment to the Service Charges or other proposed payments are based, the Service Provider has applied the same accounting principles and standards as used in the Financial Model,

in each case, unless this Agreement expressly prohibits any increase in the Service Charges or additional costs or expenses to be charged to TTL;

(I) the proposed timescale for implementation of the Change (having regard to any information provided by TTL pursuant to paragraphs 1.29(C) and 1.29(D) above) and the steps and measures (in as much detail as practicable in the circumstances) that the Service Provider intends to take in order to implement the Change, including:

- (1) details of any date or dates by which any decision by TTL is critical;
- (2) an outline of the Service Provider's detailed obligations in respect of the Change;
- (3) the programme for implementing the Change and any Milestones and Milestone Dates;
- (4) the date that the Change will take effect; and
- (5) any proposed date for completion of the work;

(J) any Parameterised Change Elements forming part of the Change;

(K) any proposed amendments to the Financial Model; and

(L) timesheet submissions of Service Provider Personnel involved in the production of the Impact Assessment.

1.36 Following receipt of the Impact Assessment by TTL:

(A) as soon as practicable after TTL receives the Impact Assessment, the Service Provider and TTL, either at a meeting of the Joint Change Board or as part of normal business, shall discuss, further develop and attempt to agree and finalise the Impact Assessment (including an update to the costs of implementing the Change and/or the effect of the Change on the Service Charges, as applicable);

(B) to facilitate the discussions referred to in paragraph 1.36(A) above, the Service Provider shall:

- (1) provide evidence that the Service Provider has used all reasonable endeavours (including, where practicable, the use of competitive quotes) to, and oblige its Sub-Contractors to:
 - minimise any increase in costs; and
 - maximise any reduction in costs;
- (2) demonstrate how any expenditure to be incurred or avoided is being calculated in a cost effective manner, including demonstrating that:
 - foreseeable Changes in Law at that time have been taken into account by the Service Provider; and
 - any expenditure that was anticipated to be incurred to replace or maintain the LCHS Assets affected by the General Change have been taken into account in the Impact Assessment;
- (C) as a result of the Impact Assessment or the discussions referred to in paragraph 8.8(A) above, TTL may revise or withdraw the Change Control Request relating to the General Change. Following the receipt of any revised Change Control Request, the Service Provider shall as soon as practicable notify TTL of any revisions to the Impact Assessment; and
- (D) if the Service Provider and TTL cannot agree on the contents of the Impact Assessment after a period of twenty (20) Working Days following the date of the first meeting to discuss the Impact Assessment the matters in dispute shall be determined in accordance with the Dispute Resolution Procedure.

Change Authorisation

- 1.37 Within twenty (20) Working Days of an Impact Assessment being agreed or determined pursuant to paragraph 1.36 above, TTL shall either:
- (A) issue to the Service Provider a Change Authorisation requiring the Service Provider to implement the Change in accordance with the agreed or determined Impact Assessment; or
 - (B) notify the Service Provider that TTL is withdrawing the relevant Change Control Request.
- 1.38 If the Service Provider and TTL agree in writing that no Initial Response should be prepared before the production of the Impact Assessment, TTL shall not be required to pay the Service Provider any amounts (including costs and expenses) which the Service Provider may have incurred in the preparation of the Impact Assessment to the extent those amounts might otherwise become payable by TTL.
- 1.39 Upon receipt of the Change Authorisation, the Service Provider shall promptly:
- (A) produce a serially numbered amendment to the Agreement, such amendment detailing the terms of the Impact Assessment, as agreed or determined pursuant to paragraph 1.36 (including all necessary amendments to the Agreement and related documentation required as a result of the implementation of the Change); and

- (B) following issue of the amendment in accordance with paragraph 1.39(A) above, implement the relevant General Change in accordance with the terms of the agreed or determined Impact Assessment.

General Changes Proposed by the Service Provider

- 1.40 If the Service Provider wishes to propose a General Change, the Service Provider shall provide to TTL a Change Control Request together with an Impact Assessment relating to such requested General Change.
- 1.41 Such Impact Assessment shall contain:
 - (A) the detail set out in paragraph 1.35 (*General Changes Proposed by TTL*) above; and
 - (B) unless agreed otherwise by TTL in writing (at TTL's absolute discretion), the cost of preparation of such Impact Assessment shall be borne solely by the Service Provider.
- 1.42 Upon receipt of a Change Control Request and Impact Assessment from the Service Provider, the provisions of paragraph 1.36 (*General Changes Proposed by TTL*) shall apply (*mutatis mutandis*).
- 1.43 Within twenty (20) Working Days of an Impact Assessment being agreed or determined pursuant to paragraph 9.3 above, TTL shall either:
 - (A) issue to the Service Provider, a Change Authorisation requiring the Service Provider to implement the General Change in accordance with the agreed or determined Impact Assessment; or
 - (B) notify the Service Provider that it rejects the Change Control Request.
- 1.44 Upon notice of a Change Authorisation being issued by TTL the provisions of paragraph 1.39 (*General Changes Proposed by TTL*) above shall apply in respect of the General Change.

Emergency Change

- 1.45 If a situation requiring the implementation of an Emergency Change comes to the attention of the Service Provider or if the Service Provider believes that an Emergency Situation is shortly to occur (an "**Emergency Situation**"), the Service Provider shall promptly inform TTL in writing.
- 1.46 If TTL considers that an Emergency Change is required, whether or not the Emergency Situation has been brought to TTL's attention by the Service Provider, TTL shall be entitled to serve on the Service Provider a Change Control Request relating to such Emergency Change. Such Change Control Request shall set out the following to the extent possible given the circumstances:
 - (A) without fettering the discretion of TTL, an explanation of the Emergency Situation that has arisen and the consequent need for an Emergency Change, including such level of detail as TTL considers appropriate in the circumstances; and
 - (B) a description of the proposed Emergency Change in sufficient detail to enable the Service Provider to:

- (1) effect such Emergency Change in an expeditious manner; and
- (2) provide an Impact Assessment pursuant to paragraph 1.47(B)(3) below, including details of:
 - how the Emergency Change will affect the LCHS Assets, Service Systems and/or Services;
 - any necessary change to the LCHS Assets, Service Systems and/or Services; and
 - the actions that TTL requires the Service Provider to take.

1.47 Upon the Service Provider's receipt of a Change Control Request relating to an Emergency Change, the Service Provider shall as soon as practicable (having regard to the urgency of the circumstances) after receiving the Change Control Request:

- (A) be entitled to request from TTL such additional information as the Service Provider reasonably requires to:
 - (1) implement the Emergency Change expeditiously; and
 - (2) provide the Impact Assessment pursuant to paragraph 1.47(B)(3) below,and TTL shall provide any information requested by the Service Provider as soon as reasonably practicable after receiving such request if, and to the extent that, TTL deems it appropriate in the circumstances to do so at TTL's absolute discretion. Without prejudice to TTL's right to refuse to provide information, TTL's responses to requests for information shall be provided in such level of detail as TTL considers appropriate in the circumstances;
- (B) and in any event within two (2) Working Days, or such longer period as the Parties may expressly agree in writing, following receipt of the Change Control Request:
 - (1) carry out such acts as are necessary and/or as TTL may direct to implement the relevant Emergency Change, provided that the Service Provider shall not be obliged to carry out any acts to the extent the Service Provider can demonstrate to TTL's reasonable satisfaction that any such acts would, if implemented, contravene any Law;
 - (2) notify TTL of the action that the Service Provider is taking in sufficient detail to enable TTL to evaluate the Impact Assessment provided pursuant to paragraph 1.47(B)(3) below;
 - (3) provide TTL with an Impact Assessment in relation to the Emergency Change setting out:
 - the Service Provider's reasonable proposals in relation to any payment or adjustment to the Service Charges required as a result of the Emergency Change, unless this Agreement expressly prohibits any increase in the Service Charges or additional costs or expenses to be charged to TTL;
 - the Service Provider's opinion on any anticipated impact of the Emergency Change on the LCHS Assets, Service Systems and Services;

any action that has been taken by the Service Provider prior to the issue of the Impact Assessment to implement the Emergency Change;

an indication of the:

costs which, prior to the issue of the Impact Assessment, have been incurred by the Service Provider in implementing the Emergency Change; and

total value of Sub-Contracts entered into by the Service Provider in relation to such Emergency Change to date in accordance with Annex H (*Change Control Request Pricing Template*) to this Schedule 9 and the extent to which those amounts might become payable by TTL,

together with such supporting information as TTL may reasonably require; and

all the information that the Service Provider is required to provide in accordance with paragraph 8.7 (*General Changes Proposed by TTL*) amended (*mutatis mutandis*), to the extent that such information is relevant to the Emergency Change, including a reconciliation of the proposals made in the Impact Assessment with the actions taken, costs incurred and payments made to date.

- 1.48 Within three (3) Working Days of receipt by TTL of the relevant Impact Assessment, the Service Provider and TTL shall discuss, further develop and attempt to agree and finalise on a fair and reasonable basis (including as regards payment, unless this Agreement expressly prohibits any increase in the Service Charges or additional costs or expenses for TTL) the Impact Assessment having regard to any action taken and costs incurred by the Service Provider and any further payments made by TTL since its issue.
- 1.49 As a result of the discussions undertaken pursuant to paragraph 10.4 above, the Service Provider shall:
- (A) revise the Impact Assessment (if appropriate); and
 - (B) notify TTL of any such revisions as soon as reasonably practicable (and in any event not more than five (5) Working Days following receipt of the relevant Impact Assessment by TTL).
- 1.50 If the Service Provider and TTL cannot agree the contents of the Impact Assessment, or any revisions made to it pursuant to paragraph 1.49 above, within fifteen (15) Working Days of receipt by TTL of the relevant Impact Assessment, TTL may:
- (A) allow the Service Provider to discuss the matter with TTL for a further period of no more than five (5) Working Days in order to attempt to agree the issues set out in the relevant Impact Assessment; or
 - (B) instruct the Service Provider to cease the implementation of the Emergency Change and withdraw the relevant Change Control Request.
- 1.51 If the Service Provider and TTL cannot agree the contents of the Impact Assessment during the time period granted pursuant to paragraph 1.50(A) above and TTL has not withdrawn the relevant Change Control Request in accordance with paragraph 1.50(B)

above, the matter shall be determined in accordance with the Dispute Resolution Procedure.

1.52 Within five (5) Working Days of the Impact Assessment being agreed or determined pursuant to this paragraph 10, TTL shall:

- (A) issue to the Service Provider a Change Authorisation requiring the Service Provider to continue to implement the Emergency Change in accordance with the agreed or determined Impact Assessment; or
- (B) instruct the Service Provider to cease the implementation of the Emergency Change (as applicable) and withdraw the Change Control Request in respect of that Emergency Change.

1.53 The Service Provider shall at all times carry out the implementation of an Emergency Change in accordance with paragraph 1.47(B)(1) above and TTL's directions, notwithstanding that the price (if applicable) or any other details contained in the relevant Impact Assessment have not been agreed or determined pursuant to this paragraph 10 above.

1.54 Upon the receipt of any Change Authorisation in respect of an Emergency Change, the provisions of paragraphs 1.39 shall apply (*mutatis mutandis*).

Mandatory Changes

1.55 Subject to paragraph 1.56 below:

- (A) the provisions of paragraphs 1.29, 1.30, 1.31 and 8.8 to 8.11 (inclusive) of this Schedule 9 shall apply in respect of any Mandatory Change required as a result of a Change in Law (*mutatis mutandis*), provided always that:
 - (1) where a Mandatory Change is required as a result of a Change in Law, the provisions of paragraph 0 (*Costs of Changes in Law*) shall apply in addition to the provisions of this paragraph 11; and
 - (2) in addition to the matters listed in paragraph 1.36(B), the Service Provider shall be required at the same time to provide evidence where possible to TTL of how the relevant Change in Law has affected prices charged or costs incurred by contractors providing services similar to the Services, including (where relevant) any Sub-Contractors; and
- (B) the provisions of paragraphs 1.29 to 8.11 (inclusive) of this Schedule 9 shall apply in respect of any other Mandatory Change (*mutatis mutandis*).

1.56 The Service Provider shall at all times, where possible, carry out the implementation of a Mandatory Change in accordance with TTL's directions, notwithstanding that the price or any other details contained in the relevant Initial Response and/or Impact Assessment have not been agreed or determined pursuant to paragraph 1.55.

Internal Changes

- 1.57 The Service Provider shall provide to TTL at each Joint Change Board meeting a complete list of any Internal Changes planned by the Service Provider to be implemented over the four (4) Months following that Joint Change Board meeting, or more frequently as TTL may require from time to time. If for any reason any Joint Change Board meeting is not held, the Service Provider shall provide such information to TTL on or before the date that the relevant Joint Change Board meeting was to have been held. On the request of TTL, the Service Provider shall provide further details of Internal Changes made or proposed to be made, including those identified in the preparation of an Impact Assessment.
- 1.58 TTL shall, acting reasonably, be entitled to require the Service Provider not to implement any or all proposed Internal Changes.
- 1.59 The Service Provider shall:
- (A) comply with all reasonable requests of TTL relating to the prioritisation and/or scheduling of Internal Changes;
 - (B) create all appropriate Test Plans, Test Specifications, Test Reports and other documentation appropriate to confirm the successful implementation and completion of Internal Changes;
 - (C) conduct all relevant Testing to confirm that Internal Changes have been implemented successfully; and
 - (D) promptly provide copies of all documentation referred to in paragraphs 12.3(B) and 12.3(C) above to TTL upon request.
- 1.60 All costs associated with the proposal, Testing and implementation of Internal Changes shall be borne solely by the Service Provider.

Merchant Acquirer Changes

- 1.61 TTL shall at any time be entitled to request a Merchant Acquirer Change in accordance with paragraph 5.3 of Schedule 32 (*Revenue Collection and Payment*).
- 1.62 In the event that fewer than two (2) Merchant Acquirer Changes have been previously implemented during the Term, the Service Provider shall:
- (A) plan, Test and implement the Merchant Acquirer Change; and
 - (B) not be entitled to require an increase in the Service Charges or payment of other sums whether under the Change Control Request Procedure initiated by the Change or otherwise to finance those Changes.
- 1.63 In the event that two (2) or more Merchant Acquirer Changes have been previously implemented during the Term, such Merchant Acquirer Change shall be implemented in the same way as a General Change proposed by TTL, as set out in paragraph 8 (*General Changes Proposed by TTL*) of this Schedule 9.

Development of the Service Provider Change Control Strategy

1.64 The Service Provider shall:

- (A) ensure that as a minimum the Service Provider Change Control Strategy set out in Annex E (*Service Provider Change Control Strategy*) to this Schedule 9 details those areas set out in Annex F (*Scope of Change Control Strategy*) to this Schedule 9, together with such other provisions as the Service Provider deems necessary or TTL may require from time to time;
- (B) propose changes to the Service Provider Change Control Strategy from time to time to take into account:
 - (1) developments in Good Industry Practice; and
 - (2) any changes to the scope or nature of the Services.

Any such Changes to the Service Provider Change Control Strategy shall not be effected unless and until TTL agrees to the same in writing; and

- (C) make such amendments to the Service Provider Change Control Strategy as TTL may require from time to time.

1.65 The production, revision and updating of the Service Provider Change Control Strategy shall be at the Service Provider's sole cost and expense.

Costs of Changes in Law

1.66 Subject to paragraphs 1.60 (*Internal Changes*) above and 1.67 below, each Party shall be responsible for its own costs in complying with their respective obligations under this Agreement incurred as a result of, or in relation to, a Change in Law.

1.67 Subject to paragraph 15.3 below, the Service Provider shall be entitled to payment by TTL in accordance with the other provisions of this Schedule 9 in respect of the costs of complying with any Change in Law that constitutes:

- (A) the judgment of a competent court, which changes a binding precedent or the interpretation of the authority of any member of the TfL Group to provide the London Cycle Hire Scheme;
- (B) the introduction of or amendment to any TfL Group Policy and/or instruction and/or guidance on any matters relevant to the operation and/or administration of the London Cycle Hire Scheme; or
- (C) the introduction of any Law, the terms of which apply expressly to the London Cycle Hire Scheme and not to other cycle hire schemes and which also constitutes a change to the Services (or the scope thereof), but in any event excluding the costs of complying with any such Change in Law:
 - (1) to the extent that such costs apply to providers of services similar to or the same as the Services and not to other persons;
 - (2) to the extent that such types of costs are also incurred by businesses other than that of the Service Provider (including by virtue of their location and/or their means of operation);

- (3) to the extent that such costs are already taken account of in the relevant Service Charges and/or other sums payable to the Service Provider under this Agreement;
- (4) where such Change in Law was otherwise foreseeable as at the Effective Date (except to the extent that any resulting costs relate to the implementation and/or operation of Additional Services); and/or
- (5) in respect of which payment is otherwise expressly prohibited under this Agreement.

1.68 Where a Change in Law necessitates helmets and/or protective and/or highly visible clothing to be worn by Customers after the Effective Date:

- (A) such Change shall be classified as a Mandatory Change and the provisions of paragraph 11 (*Mandatory Changes*) shall apply; and
- (B) TTL shall bear the costs of such Change in Law calculated in accordance with the provisions of Annex G (*Principles to Apply to the Pricing of Changes to this Agreement*) to this Schedule 9, but in any event excluding the costs of complying with any such Change in Law:
 - (1) to the extent that such costs are already taken account of in the relevant Service Charges and/or other sums payable to the Service Provider under this Agreement; and/or
 - (2) where such Change in Law was otherwise foreseeable as at the Effective Date.

Restricted Changes

1.69 In the event that any Change or Additional Service constitutes a Restricted Change, the Service Provider shall ensure that the Initial Response or Impact Assessment (as applicable) includes the information set out in paragraph 1.70 below in addition to any other requirements set out in this Schedule 9.

1.70 The Service Provider shall provide the following information in respect of each Restricted Change:

- (A) the jurisdiction on or from which those LCHS Assets, Service Systems and Services are proposed to be provided;
- (B) any proposed Sub-Contractor, which the Service Provider agrees may be classified by TTL (at TTL's absolute discretion) as a Key Sub-Contractor in connection with those LCHS Assets, Service Systems and/or Services, including in order:
 - (1) to flow down certain provisions of this Agreement to the Key Sub-Contractor; and
 - (2) for that Key Sub-Contractor to be subject to a collateral deed,in each case pursuant to Clause 36 (*Key Sub-Contractors and Sub-Contractors*);
- (C) subject to paragraph 1.71 below, a summary of the differences between the Law applicable in the United Kingdom and the Law (if any, or a statement that no relevant Law is in force) in the proposed jurisdiction relating to:
 - (1) the protection and enforcement of:

- Intellectual Property Rights;
- TTL Confidential Information; and
- security,
- Personal Data, data protection or privacy,
- in connection with this Agreement;
- (2) employment, employees, benefits and pensions as they relate to Service Provider Personnel (including personnel of its Sub-Contractors) or any rights, obligations or entitlements arising from the TUPE Regulations or any comparable or similar Laws; and
- (3) other items which the Service Provider considers to be relevant in connection with this Agreement;
- (D) the:
- (1) names, positions and brief details of Service Provider Personnel and/or personnel of Sub-Contractors who require access to or may generate or develop TTL Confidential Information or Intellectual Property Rights of TTL (or Third Party licensors of TTL); and
- (2) proposed processes, procedures and other methods of restricting or limiting access to that TTL Confidential Information or those Intellectual Property Rights;
- (E) the Service Provider's proposals in respect of avoiding (where possible) and reducing any impact or possible impact of the Change or Additional Services on the rights and remedies of TTL, the TfL Group, any New Service Provider, any Other Service Provider, the Insurance Provider and/or Third Party under this Agreement, in common law or in equity, including those under:
- (1) Clause 9 (*Progress Monitoring of the Implementation Phase*);
- (2) Clause 11 (*Testing of LCHS Assets and Service Systems*);
- (3) Clause 16 (*Co-operation with TTL, Interested Parties, Other Service Providers, Insurance Provider, Sponsor and Third Parties*);
- (4) Clauses within Part 7 (*Operational Phase: LCHS Assets and Service Systems*);
- (5) Clauses within Part 14 (*Contract Management, Monitoring and Audit*); or
- (6) Clauses within Part 18 (*Step-in and Termination*);
- (F) the cost savings or reduction in the Service Charges available to TTL (set out in accordance with Annex H (*Change Control Request Pricing Template*) to this Schedule 9) taking into account any additional risk to TTL in connection with the proposed Change or Additional Services; and
- (G) any other impact or possible impact, which the Service Provider can reasonably be expected to be aware of at the time, of the Change or Additional Services including geo-political issues or governmental regimes in the proposed jurisdiction, language, infrastructure, telecommunications, time zones, any other means of communication,

personnel issues, or any other obligations of the Service Provider under this Agreement.

- 1.71 TTL agrees that nothing in paragraph 1.70(C) above is intended to oblige the Service Provider to provide formal local law legal advice and such information, which shall be given in good faith, shall not constitute binding and comprehensive legal advice. TTL shall, if it deems appropriate, seek such advice in accordance with its internal requirements.
- 1.72 The Service Provider agrees that TTL may, in relation to any Restricted Change, request additional terms and conditions in connection with the Restricted Change, which the Parties may agree prior to the Change Authorisation, including terms and conditions which the Service Provider shall impose upon any Sub-Contractor (or shall require a Sub-Contractor to impose on its sub-contractors and so on) by agreement in writing between the Service Provider and the Sub-Contractor (or, if applicable, the Sub-Contractor and its sub-contractor, and so on).
- 1.73 The Service Provider shall ensure that no Restricted Change is made or commenced in any way without a Change Authorisation having been issued pursuant to the provisions of this Schedule 9.

Open Source Software

- 1.74 In the event that any Change or Additional Services involves the development of the Service Systems and/or Specially Written Software using Open Source Software, the Service Provider shall ensure that:
- (A) the Initial Response or Impact Assessment (as applicable) includes:
 - (1) a technical description of the Open Source Software;
 - (2) the terms and conditions of the Open Source Licence; and
 - (3) other requirements specified by TTL;
 - (B) a copy of Open Source Licence is supplied with the Initial Response or Impact Assessment (as applicable).
- 1.75 The Service Provider agrees that the provisions of paragraphs 1.72 and 1.73 (*Restricted Changes*) of this Schedule 9 shall apply amended (*mutatis mutandis*) in relation to the proposed use of Open Source Software.

Annex A

Parameterised Change Elements

Parameterised Change Elements

1.76 To enable Parameterised Change Elements to be varied by value and variety using a parameter driven configuration approach, Parameterised Change Elements will:

- (A) not be hard-coded into the Service Systems;
- (B) be stored centrally, for example, in parameter tables; and
- (C) be configurable by non-IT personnel.

1.77 Wherever reasonably practicable, the Service Provider shall make use of Parameterised Change Elements to facilitate the future:

- (A) maintenance of the Service Systems; and
- (B) Changes to the Service Systems.

The categories of Parameterised Change Elements shall include:

1.78 Generic Parameterised Change Elements, such as:

- (A) monetary amounts;
- (B) percentage values;
- (C) dates;
- (D) times; and
- (E) periods (including MIS Reporting Periods and Data retention periods) (provided that any associated work directly arising from changes to such periods, which has a material impact on the Services, shall not be a Parameterised Change Element).

1.79 Specific Parameterised Change Elements, such as:

- (A) Charge Payment amounts;
- (B) Charge Payment types (e.g. daily/weekly/monthly/annually);
- (C) discount levels;
- (D) periods of Charge Payment validity;
- (E) Charge Payment levels, which may vary according to:
 - (1) day;
 - (2) time of day;
 - (3) time of payment;

- (4) type of payment (e.g. credit card surcharge);
- (5) type of Charge Payment (e.g. period);
- (F) extension of existing discount categories or exemption categories;
- (G) operational hours of the London Cycle Hire Scheme;
- (H) Charging Hours;
- (I) Customer refunds and amendments:
 - (1) eligibility; and
 - (2) availability via different Charge Payment sales channels;
- (J) business rules for Customer communications and registrations; and
- (K) any other variables or things specifically referred to in this Agreement as being 'Parameterised'.

Annex B

Change Control Request Form
Request For Change – Applicable to All Change Control Requests

LCHS CHANGE CONTROL REQUEST (please attach any supporting documentation)				
TfL Budget Code (allocated by TfL Commercial)		CCR No. (allocated by TfL Ch M)		CCR Version No. (allocated by TfL Ch M)
Change Title				
Originating Organisation/Team	Work Area(s) Affected	Spearment Project ID No.	No. of Attachments	
Contract requirement or contract reference amended by this Change				
Description of proposed Change (assumption, requirement, procedure, programme)				
Acceptance Criteria (factors to be tested at acceptance stage)				
Parties consulted (internal and external individuals / groups)				
Reason for change (drivers, objectives, success criteria)				
Potential Benefits (include cost savings, benefits to other work areas, improved customer satisfaction)				
Date that Change is required (provide a calendar date if possible and the effect if this date is not met)				
Potential impact on Third Parties (e.g. change to interface with, joint testing with, test data needed)				
Alternatives considered (including “do nothing” scenario)				
Impact Assessment Requirements (specific, in addition to cost, programme, technical, operational)				
Other Work Areas Consulted (originator to complete – give details of impact or state “no impact”) Originator to liaise with other business areas as necessary to complete this section of the CCR form Assessing organisation to consider all work areas in their Impact Assessment, even if no impact identified here				
1. Operations				
2. Technical				
3. MIS				
4. Commercial				
5. Finance				
6. Data Protection				
7. Other – Please Specify				
CCR Sign Off	Originator		Date	
	TfL Team Leader		Date	
	TfL Commercial Manager		Date	
	TfL Change Manager		Date	

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Annex C

**Initial Response Form
Applicable to All Change Control Requests**

LCHS CHANGE CONTROL INITIAL RESPONSE FORM (please attach any supporting documentation)			
TfL Budget Code (allocated by TfL Commercial)		CCR No. (allocated by TfL Ch M)	CCR Version No. (allocated by TfL Ch M)
Assessing Team		No. of Attachments	
Scope, Contents and Key Services of Change (define what is to be deemed in scope / identify all key services affected – to be included in the impact assessment)			
Deliverables (key dates / Milestones for implementation of the change – to be included in impact assessment)			
Cost Impact (an estimate of cost of change / impact of change on the Service Charges)			
Documentation (Identify all changes to Contract and / or Design documents)			
Any Other Impacts and / or risks (including any mitigations for risk)			
Dependencies and assumptions			
Recommendation (to be completed by Service Provider) Accept and proceed to IAF / Reject / Defer			
Signed (Assessor)		Dated (Assessor)	
Signed (Team Leader)		Dated (Team Leader)	
Logged By (TfL Ch M)		Dated (TfL Ch M)	

ANNEX D

Agreed Form

**Impact Assessment Form
Applicable to All Change Control Requests**

LCHS CHANGE CONTROL IMPACT ASSESSMENT FORM (please attach any supporting documentation)			
TfL Budget Code (allocated by TfL Commercial)		CCR No. (allocated by TfL Ch M)	CCR Version No. (allocated by TfL Ch M)
Assessing Team			Attachment (no. pages)
IMPACTS (All impacts to cover Design Phase, Build Phase and Operational phases)			
Programme Impact (specific deliverables, Milestones, Milestone Dates and Milestone Achievement Criteria)			
Cost Impact (detailing costs or savings / impact of change on the Service Charges / cost/benefit analysis)			
Technical Impact (including change type: application, operational, infrastructure, contract)			
Impact on Design Services			
Impact on Build Services			
Impact on Operational Services (including any factors relating to testing/acceptance regime)			
Impact on Service Systems and Interfaces (including proposed designation of any Software)			
Impact on Third Parties (Change to interfaces / joint testing with / test data needed)			
Any Other Impacts And / Or Risks (including mitigations for any risks identified)			
Documents (Identify all changes to Contract and / or Design documents)			
Dependencies And Assumptions			
Recommendation (to be completed by Service Provider) Accept and proceed to IAF / Reject / Defer			
Signed (Assessor)		Dated (Assessor)	
Signed (Team Leader)		Dated (Team Leader)	
Logged By (TfL Ch M)		Dated (TfL Ch M)	

ANNEX E

Service Provider Change Control Strategy

[Information Redacted]

ANNEX F

Scope of Change Control Strategy

1. Representatives

The name and contact details of each Party's Representative who will act as the primary point of contact for all Changes matters relating to the Change Control Request Procedure.

Change Control Team

Details of the Service Provider's change team of suitably skilled Service Provider Personnel to manage and execute the Change Control Request Procedure.

Change Control Process

An outline of the processes used to record, assess, evaluate and manage Changes, including Internal Changes. This shall include the means by which the Service Provider's change control processes will be integrated across the Service Elements and between the Service Provider, Interested Parties, Other Service Providers, the Insurance Provider, Sponsor and Third Parties.

Meetings

A list of the regular meetings that shall take place to support the change control process.

Other Information

Any other information or action required by TTL.

Annex G

Principles to Apply to the Pricing of Changes to this Agreement

[Information Redacted]

Annex H

**Change Control Pricing Template
Applicable to All Change Control Requests**

LCHS CHANGE CONTROL PRICING TEMPLATE (please attach any supporting documentation)					
TfL Budget Code (allocated by TfL Commercial)		CCR No. (allocated by TfL Ch M)		CCR Version No. (allocated by TfL Ch M)	
Assessing Team				No. of Attachments	
Pricing Components:					
Labour:					
Role	Grade	No. Days	Rate per Day	Expenses	Total Charge
LCHS Assets:					
Asset Description	TfL or Service Provider Owned	Purchase Price	Installation Price		
If additional LCHS Assets are to be provided as part of the Services then the pricing tables and transaction prices will be updates as appropriate and attached hereto.					
Software:					
Software Product	Version	Description	Licence Fee	Support Fee	
Third Party Costs:					
Third Party	Scope / Role	Quotation Attached Y/N	Total Charge	Quotation Expiry Date	
For Third Party charges above [£TBC with TTL] the Service Provider will obtain and provide to TTL three (3) quotations together with an analysis of the bids and the Service Provider's recommendation as to which third party to select.					
TfL Dependencies / Deliverables including other services provider dependencies:					
The Service Provider to provide, as far as it reasonably can, an estimate of TfL financial implications either in terms of person days or, where known, costs and financial implications.					
Other Costs (if applicable) – e.g. cost of money for amortised investments or other financial implications					
Recommendation (Accept / Reject / Defer)					
Signed (Assessor)			Dated (Assessor)		
Signed (Team Leader)			Dated (Team Leader)		
Logged By (TfL Ch M)			Dated (TfL Ch M)		