

SCHEDULE 18

Premises

This Schedule 18 sets out certain terms relating to the Service Provider's Premises.

1. **Service Provider's Premises**

The following provisions shall apply in respect of the Service Provider's Premises:

- 1.1 The Service Provider shall be responsible for providing suitable premises and shall be fully liable for all costs associated with the Service Provider's Premises. The Service Provider's selection of its Premises shall be subject to the prior written approval of TfL, such approval is not to be unreasonably withheld or delayed.
- 1.2 The Service Provider's Premises for the Service System(s) shall be in secure Data Centres located in the UK or EEA.
- 1.3 The Service Provider acknowledges that TfL and TfL's authorised representatives, sub-contractors and agents shall have access to relevant parts of the Service Provider's Premises in order to:
 - (A) inspect the performance of the Services;
 - (B) inspect the operation and maintenance of all equipment used in the provision of the Services;
 - (C) monitor the Service Provider's compliance with its obligations under this Agreement, including but not limited to, Test Witnessing and in accordance with Clause 36 (Audit and Inspection); or
 - (D) monitor the Service Provider in accordance with Clause 35 (TfL Monitoring Staff).
- 1.4 The Service Provider will provide TfL and TfL's authorised representatives, as notified by TfL from time to time, sub-contractors and agents with all necessary security authorisations/passes and inductions to allow them access to the Service Provider's Premises.
- 1.5 The Service Provider shall provide and maintain permanent, dedicated access at the Operational Premises for TfL Personnel which shall include permanently based operational TfL Personnel and such number of TfL Personnel shall be twelve (12) (or such greater number as TfL confirms in writing to the Service Provider, up to a maximum of twenty-four (24) in aggregate).
- 1.6 In respect of TfL's authorised representatives, sub-contractors and agents who will remain on the Service Provider's Premises on a long-term basis in connection with the provision or receipt of the Services, the Service Provider shall provide such additional facilities as are reasonably requested by TfL. These facilities shall include, but are not limited to:
 - (A) a desk and workstation of the same functionality as the Service Provider provides for its management level staff;

- (B) secure, lockable storage space for personal belongings;
- (C) use of such on-site facilities as are available to the Service Provider's Personnel at the Premises;
- (D) for Service Provider's Premises which are not located in a city centre, 13 (thirteen) car parking spaces for use by TfL's authorised representatives;
- (E) MS Office workstations;
- (F) scanners;
- (G) letter quality printers (including colour);
- (H) fax machine;
- (I) telephones with voicemail;
- (J) access to all Service System(s) using the access controls implemented by the Service Provider in accordance with Schedule 2 (Statement of Requirements (General)), and in accordance with Schedule 14 (Security Policy);
- (K) access to the TfL network by allowing support for the TfL Citrix access client which uses double authenticated access;
- (L) sufficient bandwidth to meet the Requirements;
- (M) access to suitable toilet, shower facilities and changing areas;
- (N) access to kitchen and communal rest areas;
- (O) access to all areas of the Operational Premises; and
- (P) dedicated TfL meeting room capable of holding twelve (12) people (and such meeting room may only be used by the Service Provider if not required by TfL).

1.7 The Service Provider shall obtain all necessary planning consents for the Service Provider Premises and meet all costs associated with its maintenance, equipment and operation.

1.8 The Service Provider shall ensure that any leases in relation to the Service Provider Premises are in the Service Provider's name (save, to the extent agreed by TfL in writing, in relation to any shared service premises) and are for the duration of the Initial Term, and any possible extension to the Term.

1.9 The Service Provider shall ensure that it provides standard word processing functions for use on the workstations by its Personnel in the delivery of the Services.

1.10 The Service Provider shall ensure that the word processing functions provided in accordance with paragraph 1.9 include as a minimum the ability to:

- (A) create documents;
- (B) edit documents;
- (C) save documents;
- (D) compare documents;
- (E) share documents;
- (F) upload documents;
- (G) cut and paste from and to different documents within the Service System only; and
- (H) any other functions which are provided as standard on the most recent word processing packages such as MS Office, as amended from time to time.

1.11 The Service Provider will provide all assistance reasonably requested by TfL and its authorised representatives, sub-contractors and agents in connection with TfL exercising its rights under this Agreement.

1.12 The Service Provider will ensure that all assets, equipment and documentation belonging to TfL which are stored and/or utilised at any of the Service Provider's Premises are clearly labelled as the property of TfL and are kept and/or stored securely in an identifiable state separately from any assets, equipment and documentation belonging to the Service Provider.

1.13 The Service Provider shall ensure that all areas of the Service Provider's Premises are covered by CCTV. For avoidance of doubt such areas shall include but not be limited to

- (A) main operational areas;
- (B) all communal areas; and
- (C) external areas.

1.14 TfL shall ensure that any of its authorised representatives, sub-contractors and agents who are present on the Service Provider's Premises shall comply with such reasonable rules, requirements or regulations as are notified in writing by the Service Provider to TfL from time to time including (without limitation) in relation to:

- (A) Health and Safety Legislation and other health and safety requirements the Service Provider may reasonably require from time to time; and
- (B) security and confidentiality.

1.15 The Service Provider shall ensure that the Operational Premises location and suitability of the facilities are Approved in advance by TfL.

1.16 The Service Provider shall ensure that the Operational Premises are made available to TfL Personnel twenty four (24) hours a day, 7 days a week, 365 days a year.

2. **Premises Rules and Regulations**

- 2.1 The Service Provider shall develop the Premises Rules and Regulations, and submit them to TfL for Assurance, for all Premises and facilities used to provide Operational Services, incorporating rules regarding:
- (A) planned visit notification;
 - (B) use of wireless communication devices including mobile phones;
 - (C) presence of cameras and recording devices, portable storage devices including USB memory sticks, MP3 or similar devices;
 - (D) security;
 - (E) smoking, eating and drinking including alcohol;
 - (F) taking personal belongings into data centres and call centres;
 - (G) vehicle parking; and
 - (H) email and internet usage.
- 2.2 The Service Provider shall ensure that the Premises Rules and Regulations are contained in manuals that are readily available in soft and hard copy to all Personnel at all Premises.
- 2.3 The Service Provider shall conduct audits of the Premises Rules and Regulations quarterly to ensure they are being adhered to and implement any necessary measures to remedy any issues.
- 2.4 The Service Provider shall ensure that compliance with the Premises Rules and Regulations is an access requirement for all Personnel and visitors.
3. **Premises Security**
- 3.1 The Service Provider shall develop (prior to selecting the Premises), maintain, submit to TfL for Assurance and apply security clearance processes and procedures in accordance with Good Industry Practice.
- 3.2 The Service Provider shall apply the security clearance procedures referred to in paragraph 3.1 to all Service Provider Personnel and other visiting personnel, including TfL Personnel.
- 3.3 The Service Provider shall ensure that all personal items, including bags, coats, cameras, recording devices, mobile phones, any computer based devices and pedestal units, are prohibited from all operational and Service Management areas in the Premises.
- 3.4 The Service Provider shall ensure that the layout and furnishings of secure areas minimise opportunities for concealment of items and persons.
- 3.5 The Service Provider shall, in accordance with the Security Plan, ensure that User access to designated secure areas shall be automatically recorded and logged. The Service Provider shall retain the logs in accordance with Schedule 2 (Statement of Requirements), Appendix 14: Data Retention.
- 3.6 The Service Provider shall ensure that physical access to the Service System(s) is

denied to any individuals who do not have the appropriate and specific authorisation from the Service Provider's Security Manager.

- 3.7 The Service Provider shall ensure that all activities within the Service Provider Premises captured by CCTV are digitally recorded onto suitable digital media.
- 3.8 The Service Provider shall ensure that only the Service Provider's Personnel who are responsible for processing the immediate workload and are authorised to open and scan mail are permitted to be in the Post Room, except for the Service Provider's management Personnel, authorised TfL Personnel and audit service personnel for monitoring purposes only.
- 3.9 The Service Provider shall ensure that the Post Room is treated as a high security and confidentiality area in order to protect Customers' data and interests at all times.
- 3.10 The Service Provider shall provide secure storage facilities outside of the Post Room for all Personnel working within the Post Room to store personal belongings.
- 3.11 The Service Provider shall ensure that the Post Room is equipped with appropriate furnishings that allow maximum security for the storage and processing of mail.
- 3.12 The Service Provider shall ensure that TfL Personnel are located within a restricted access area (such that TfL controls which Service Provider Personnel have access) within the Operational Premises which is of a size suitable to accommodate the number of TfL Personnel specified by TfL in the Implementation Plan at the Operational Premises at any one time.

4. **Data Centre Premises**

- 4.1 The Service Provider shall ensure that all data centres are monitored on a continuous basis (24 hours a day, 7 days a week, 365 days a year) for all activity.
- 4.2 The Service Provider shall ensure that all access to data centres is logged such that:
 - (A) card access will be logged through the Service Provider's card access system and the data kept in accordance with the Data Retention Policy; and
 - (B) visitors to the data centres will be logged by the Service Provider's reception staff and associated control system and the data kept in accordance with the Data Retention Policy.
- 4.3 The Service Provider shall ensure that no data centre is accessed by unauthorised users.
- 4.4 The Service Provider shall ensure that all data centres are secure in accordance with Schedule 14 (Security Policy).

5. **Business Continuity Premises**

- 5.1 The Service Provider shall ensure that the Business Continuity Premises are located further than seven (7) miles from the live Service System(s).