

SCHEDULE 6

Termination Compensation

1. **Termination Compensation**

- 1.1 Table 1 in paragraph 1.7 below sets out the circumstances of termination and Partial Termination in which Termination Compensation shall be payable by TfL to the Service Provider.
- 1.2 The Service Provider shall take all reasonable steps to mitigate the amount of any Termination Compensation payable by TfL.
- 1.3 Payments for Assets (if any) on termination, Partial Termination or expiry will be subject to, and made in accordance with, the provisions of clause 74 (Consequences of Termination, Partial Termination or Expiry).
- 1.4 Transfer of employees on termination or Partial Termination and related liabilities shall be subject to TUPE and the provisions of clause 40 (Indemnities relating to Employees).
- 1.5 In no event shall the Service Provider be entitled to recover twice for the same cost, loss or expense under different categories of Termination Compensation or in relation to the TfL Assets.
- 1.6 In relation to Partial Termination:
- (A) the sums recoverable in accordance with this schedule shall be such sums as relate to the relevant Service Elements or Services (as appropriate in accordance with clause 72.8 (Termination)) as have been partially terminated; and
- (B) the references to clause numbers in Table 1 below shall be the clause numbers relevant to the circumstances which triggered the Partial Termination in accordance with clause 72.8 (Termination).

1.7 **Table 1**

| Type of Termination Event | Event | Termination Compensation payable (capitalised terms defined in paragraph 1.8 below) |
|--|---|---|
| Expiry. | Expiry | <i>[Information Redacted]</i> |
| TfL Default. Termination due to delay to Key Milestone caused by a Compensation Event. Termination by TfL | Termination by the Service Provider in accordance with clause 72.1. Termination by TfL in accordance with clause 72.2(F) where delay to a Key Milestone is due to a Compensation Event and | <i>[Information Redacted]</i> |

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|--|---|---|
| <p>for convenience.</p> | <p>the Service Provider has fully complied with clause 68 (Compensation Events). Termination by TfL in accordance with clause 72.2(N).</p> | |
| <p>Service Provider Default.</p> | <p>Termination by TfL in accordance with clause 72.2, except for clauses: - 72.2(F) where delay to a Key Milestone is due to a Compensation Event or TfL Event and the Service Provider has fully complied with clause 68 (Compensation Events) or 68A (TfL Events), as appropriate; - 72.2(J); - 72.2(M)(8); or - 72.2(M)(9) where the period of Step-In due to one or more Non-Fault Triggers has exceeded twelve (12) Months in aggregate; or - 72.2(N).</p> | <p><i>[Information Redacted]</i></p> |
| <p>Force Majeure. Non-default step-in in excess of twelve (12) Months.</p> | <p>Termination in accordance with clauses: - 72.2(M)(8); or - 72.2(M)(9) where the period of Step-In due to one or more Non-Fault Triggers has exceeded twelve (12) Months in aggregate.</p> | <p><i>[Information Redacted]</i></p> |
| <p>Scheme becomes illegal. Scheme cancelled. Termination due to delay due to a TfL Event.</p> | <p>Termination in accordance with clauses: - 72.2(F) where delay to a Key Milestone is due to a TfL Event and the Service Provider has fully complied with clause 68A (TfL Events); or - 72.2(J).</p> | <p><i>[Information Redacted]</i></p> |
| <p>Other termination.</p> | <p>Termination by the Service Provider in breach of the Agreement</p> | <p><i>[Information Redacted]</i></p> |

1.8 For the purposes of this schedule the following terms have the corresponding meanings:

[Information Redacted]