

Date:

2019

Greater London Authority Act 1999

**Transport for London (London Underground
Subsidiary Entity Rationalisation - Tube Lines
Limited) Transfer Scheme 2019**

Greater London Authority Act 1999

The Transport for London (London Underground Subsidiary Entity Rationalisation - Tube Lines Limited) Transfer Scheme 2019

THIS TRANSFER SCHEME is made this day of 2019 by **TRANSPORT FOR LONDON**, a statutory corporation whose principal office is at 55 Broadway, London SW1H 0BD ("**TfL**").

WHEREAS:

- (A) TfL is a statutory corporation established by section 154(1) of the Greater London Authority Act 1999.
- (B) The Transferor and the Transferee are both subsidiaries of TfL.
- (C) TfL has power under section 165 and Schedule 12 of the Greater London Authority Act 1999 to make schemes for the transfer of property, rights and liabilities between TfL and any subsidiaries of TfL, and as between such subsidiaries, subject to approval by the Mayor of London.
- (D) This transfer scheme (the "Transfer Scheme") provides for the transfer of all the property rights and liabilities described below from the Transferor to the Transferee.
- (E) This Transfer Scheme is a scheme for the purposes of section 165 of the Greater London Authority Act 1999.

WITH the approval of the Mayor of London in accordance with section 165(2) of the Greater London Authority Act 1999 **IT IS PROVIDED** as follows:

1. Name of Transfer Scheme

This Transfer Scheme shall be known as The Transport for London (London Underground Subsidiary Entity Rationalisation -Tube Lines Limited) Transfer Scheme 2019.

2. Definitions and Interpretation

2.1 In this Transfer Scheme, the following expressions shall have the following meanings:

<i>Expression</i>	<i>Meaning</i>
“Contracts”	any contracts, agreements, arrangements, engagements, assignments, licences (including licences of Intellectual Property) and orders for goods and/or services (and whether any of the foregoing have expired or not) including but not limited to those specified in Schedule 1 to this Transfer Scheme but excluding the Non-Transferring Contracts;
“GLA Act”	the Greater London Authority Act 1999;
“Intellectual Property”	any patents, registered designs, registered trade marks, applications for any of the aforesaid, unregistered trade marks, copyright, unregistered design rights, domain names and any other rights of the same nature or of a nature similar to any of the aforesaid in any jurisdiction whatsoever;
“Land”	all freehold and 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;

“Mayor of London”

the Mayor of London whose appointment is provided for by section 2 of the GLA Act;

“Non-Contractual Rights”

all non –contractual rights and claims of Transferor 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;

“Non-Contractual Liabilities”

all non-contractual obligations and liabilities in respect of any claims by any third party against the Transferor 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;

“Non-Transferring Contracts”

the Contracts and/or Supplier Agreements specified in Schedule 2;

“Secondment Agreements”

any agreements or arrangements (whether such agreements or arrangements have expired or not) between the Transferor and another

(including the Transferee) for the provision of staff to the Transferor;

"Supplier Agreements"

any agreements (whether such agreements have expired or not) between the Transferor and one or more other parties for the carrying out of works, the supply of services and/or the sale or supply of goods including but not limited to those specified in Schedule 1 to this Transfer Scheme but excluding the Non-Transferring Contracts;

"Taxation Liabilities"

means any liabilities in respect of taxation including but not limited to in respect of VAT, PAYE, National Insurance Contributions, rates, the Construction Industry Scheme or the CITB Levy;

"Taxation Rights"

means any rights to repayment or refund of or in respect of taxation;

"Transfer Scheme Date"

the time at which the transfer and other matters provided for in this Transfer Scheme are appointed for the purposes of paragraph 8 of Schedule 12 to the GLA Act to take effect as provided for in Clause 3;

"Transferee"

London Underground Limited (Company Number 01900907) whose registered office is at 55 Broadway, London SW1H 0BD; and

"Transferor"

Tube Lines Limited (Company Number 03923425) whose registered office is at 55 Broadway, London SW1H 0BD.

- 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 1159 of the Companies Act 2006.
- 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 Scheme Date

The transfer provided for in this Transfer Scheme shall come into effect for the purposes of paragraph 8 of Schedule 12 to the GLA Act at 12.01 a.m. (one minute past midnight) on 1 April 2019.

4. Transfer to Transferee

- 4.1 Save for the Non- Transferring Contracts which shall not transfer, there shall be transferred to the Transferee from the Transferor all property, rights and liabilities of the Transferor immediately prior to this scheme taking effect.
- 4.2 Without prejudice to Clause 4.1 the property, rights and liabilities transferred to the Transferee by this Scheme shall include all property, rights and liabilities in or relating to:
- 4.2.1 all Land;

- 4.2.2 any Supplier Agreements;
 - 4.2.3 any Secondment Agreements;
 - 4.2.4 all moveable equipment and moveable assets;
 - 4.2.5 any Contracts;
 - 4.2.6 all information technology assets and any rights to use information technology assets;
 - 4.2.7 all and any Intellectual Property rights;
 - 4.2.8 all cash, including amounts standing to the credit of any bank account or other account;
 - 4.2.9 all consents, permissions or licences;
 - 4.2.10 the benefit of all contracts of insurance in respect of property, rights and liabilities transferred to the Transferee by this Scheme, such that the Transferee shall be insured under those contracts of insurance for its insurable interest in respect of those property, rights and liabilities;
 - 4.2.11 all Non-Contractual Rights;
 - 4.2.12 all Non-Contractual Liabilities;
 - 4.2.13 all Taxation Rights; and
 - 4.2.14 all Taxation Liabilities.
- 4.3 The property, rights and liabilities transferred to the Transferee by this Scheme shall include: -
- 4.3.1 all property, rights and liabilities that would not otherwise be capable of being transferred or assigned by the Transferor; and
 - 4.3.2 all property, rights and liabilities to which the Transferor may become entitled or subject after the making of this Scheme and before the Transfer Scheme Date.

5. MODIFICATION OF THE SCHEME BY AGREEMENT

This Scheme may be modified in accordance with paragraph 12 of Schedule 12 to the GLA Act.

6. EXCLUSIVE JURISDICTION

This Scheme and any dispute arising under or in connection with it shall be subject to the exclusive jurisdiction of the courts of England and Wales.

7. GOVERNING LAW

This Scheme shall be governed by and construed in accordance with the laws of England and Wales.

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: -

.....
Authorised Signatory

Schedule 1

1. Contract for Escalator Asset Management Services for the Jubilee Line Extension Fleet between Tube Lines Limited and Kone PLC dated 27 February 2006 (as amended)
2. Lift Asset Management Services Contract between Tube Lines Limited and Accord Lift Services Ltd dated 13 September 2011
3. TBTC Technical Support and Spares Supply Agreement between Thales Ground Transportation Limited and Tube Lines Limited dated 18 February 2017
4. Framework Agreement in relation to the Supply of Rail Vehicles Machined Parts made to Tube Lines Limited drawings between JJ Hardy & Sons Limited and Tube Lines Limited dated 6 June 2014
5. IT Managed Services Agreement relating to Management of the Company's IT between Capgemini UK PLC and Tube Lines Limited dated 24 September 2010
6. Contract in relation to Axle Counter Remote Condition Monitoring Services between Tube Lines Limited and P & B Electronics Limited
7. Contract for the Supply of Machined Components between Tube Lines Limited and J J Hardy & Sons Limited dated 6 June 2014
8. Contract for the Supply of Machined Components between Tube Lines Limited and Viking Precision Engineers Limited dated 1 April 2014
9. Contract for the Supply of Bogie Aluminium Headstock Bars between Tube Lines Limited and William Cook Rail Limited dated 15 August 2014
10. Contract for the Maintenance of Platform Edge Doors on the Jubilee Line (2016-2020) between Tube Lines Limited and Knorr-Bremse Rail Systems Limited
11. Agreement for the supply of Spares and TBTC Technical Support between Thales Ground Transportation Limited and Tube Lines Limited
12. Bogie Overhaul Contract between Tube Lines Limited and Pullman Rail Limited dated 25 July 2013

13. Contract for the Supply of Centre Pivot Castings between Tube Lines Limited and William Cook Rail Limited dated 24 October 2018
14. Contract for the supply of Vertical Damper Top and Bottom Mounting Brackets (Lot 5) between Tube Lines Limited and WECS Precision Limited dated 23 May 2018
15. Contract for Repair and Overhaul Services for Automatic and Emergency Couplers between Tube Lines Limited and Voith Turbo Limited dated 25 May 2016
16. Contract for the Supply of Crossbar Transom Plates between Tube Lines Limited and Tinsley Bridge Limited dated 5 August 2015
17. Contract for the Maintenance of Upgraded Destination Indicators between Tube Lines Limited and Ketech Systems Limited dated 1 August 2016
18. Contract for the supply of Resilient Motor Nose Brackets between Tube Lines Limited and Ferrabyrne Limited dated 1 September 2015
19. Contract for the supply Vertical & Horizontal Suspension Dampers between Tube Lines Limited and ITT Holdings Czech Republic s.r.c dated 13 July 2016
20. Contract for the supply of Transverse Brackets Assemblies between Tube Lines Limited and Jetway Associates Limited dated 15 March 2016
21. Contract for the supply of 73ts Brake Block Guide Brackets and Wear Plates between Tube Lines Limited and WECS Precision Limited dated 14 December 2016
22. Contract for the supply of Universal Wooden Shoebeam and Packing Piece between Tube Lines Limited and Musgrove Limited dated 24 July 2014
23. Contract for the supply of Maintenance Services for Compressor Units between LUL Nominee BCV Limited, LUL Nominee SSL Limited, Tube Lines Limited, and Motivair Compressors Limited dated 1 July 2014
24. Contract for the Supply of Parts and Repairs for Brake Systems between LUL Nominee BCV Limited, LUL Nominee SSL Limited, Tube Lines Limited, London Underground Limited, and Knorr-Bremse Rail Systems (UK) Limited dated 27 April 2016

25. Contract for the supply of Brake Blocks between LUL Nominee BCV Limited, LUL Nominee SSL Limited, Tube Lines Limited, TMD Friction Limited dated 7 December 2015
26. Contract for the supply of Pumps, Control Panels and Ancillary Materials, between LUL Nominee, BCV Limited, LUL Nominee S Limited, Tube Lines Limited, London Underground Limited and T-T Pumps Limited dated 5 May 2017

Schedule 2

1. The contracts and associated arrangements between Tube Lines Limited and London Underground Limited (entered into pursuant to the London Underground public private partnership) relating to the provision of infrastructure services in respect of the JNP Network as amended, restated and/or supplemented from time to time
2. The Northern Line Trains Services Contracts being the various contracts and associated arrangements between, amongst others, Tube Lines Limited and Alstom NL Service Provision Limited and certain finance parties for, amongst other things, the provision of trains and related equipment, services and enabling works on the Northern Line, as amended and/or supplemented from time to time

Date:

2019

Greater London Authority Act 1999

**Transport for London (London Underground
Subsidiary Entity Rationalisation - LUL Nominee
BCV Limited) Transfer Scheme 2019**

Greater London Authority Act 1999

The Transport for London (London Underground Subsidiary Entity Rationalisation - LUL Nominee BCV Limited) Transfer Scheme 2019

THIS TRANSFER SCHEME is made this day of 2019 by **TRANSPORT FOR LONDON**, a statutory corporation whose principal office is at 55 Broadway, London SW1H 0BD ("**TfL**").

WHEREAS:

- (A) TfL is a statutory corporation established by section 154(1) of the Greater London Authority Act 1999.
- (B) The Transferor and the Transferee are both subsidiaries of TfL.
- (C) TfL has power under section 165 and Schedule 12 of the Greater London Authority Act 1999 to make schemes for the transfer of property, rights and liabilities between TfL and any subsidiaries of TfL, and as between such subsidiaries, subject to approval by the Mayor of London.
- (D) This transfer scheme (the "Transfer Scheme") provides for the transfer of all the property rights and liabilities described below from the Transferor to the Transferee.
- (E) This Transfer Scheme is a scheme for the purposes of section 165 of the Greater London Authority Act 1999.

WITH the approval of the Mayor of London in accordance with section 165(2) of the Greater London Authority Act 1999 **IT IS PROVIDED** as follows:

1. Name of Transfer Scheme

This Transfer Scheme shall be known as The Transport for London (London Underground Subsidiary Entity Rationalisation -LUL Nominee BCV Limited) Transfer Scheme 2019.

2. Definitions and Interpretation

2.1 In this Transfer Scheme, the following expressions shall have the following meanings:

<i>Expression</i>	<i>Meaning</i>
“Contracts”	any contracts, agreements, arrangements, engagements, assignments, licences (including licences of Intellectual Property) and orders for goods and/or services (and whether any of the foregoing have expired or not) including but not limited to those specified in Schedule 1 to this Transfer Scheme but excluding the Non-Transferring Contracts;
“GLA Act”	the Greater London Authority Act 1999;
“Intellectual Property”	any patents, registered designs, registered trade marks, applications for any of the aforesaid, unregistered trade marks, copyright, unregistered design rights, domain names and any other rights of the same nature or of a nature similar to any of the aforesaid in any jurisdiction whatsoever;
“Land”	all freehold and 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;
"Mayor of London"	the Mayor of London whose appointment is provided for by section 2 of the GLA Act;
"Non-Contractual Rights"	all non –contractual rights and claims of Transferor 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;
"Non-Contractual Liabilities"	all non-contractual obligations and liabilities in respect of any claims by any third party against the Transferor 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;
"Non-Transferring Contracts"	the Contracts and/or Supplier Agreements specified in Schedule 2;
"Secondment Agreements"	any agreements or arrangements (whether such agreements or arrangements have expired or not) between the Transferor and another (including the Transferee) for the provision of staff to the Transferor;
"Supplier Agreements"	any agreements (whether such agreements have expired or not) between the Transferor and one or more other parties for the carrying out of works, the supply of services and/or the

sale or supply of goods including but not limited to those specified in Schedule 1 to this Transfer Scheme but excluding the Non-Transferring Contracts;

"Taxation Liabilities"

means any liabilities in respect of taxation including but not limited to in respect of VAT, PAYE, National Insurance Contributions, rates, the Construction Industry Scheme or the CITB Levy;

"Taxation Rights"

means any rights to repayment or refund of or in respect of taxation;

"Transfer Scheme Date"

the time at which the transfer and other matters provided for in this Transfer Scheme are appointed for the purposes of paragraph 8 of Schedule 12 to the GLA Act to take effect as provided for in Clause 3;

"Transferee"

London Underground Limited (Company Number 01900907) whose registered office is at 55 Broadway, London SW1H 0BD; and

"Transferor"

LUL Nominee BCV Limited (Company Number 06221959) whose registered office is at 55 Broadway, London SW1H 0BD.

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 1159 of the Companies Act 2006.

- 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 Scheme Date

The transfer provided for in this Transfer Scheme shall come into effect for the purposes of paragraph 8 of Schedule 12 to the GLA Act at 12.01 a.m. (one minute past midnight) on 1 April 2019.

4. Transfer to Transferee

- 4.1 Save for the Non- Transferring Contracts which shall not transfer, there shall be transferred to the Transferee from the Transferor all property, rights and liabilities of the Transferor immediately prior to this scheme taking effect.
- 4.2 Without prejudice to Clause 4.1 the property, rights and liabilities transferred to the Transferee by this Scheme shall include all property, rights and liabilities in or relating to:
- 4.2.1 all Land;
 - 4.2.2 any Supplier Agreements;
 - 4.2.3 any Secondment Agreements;
 - 4.2.4 all moveable equipment and moveable assets;
 - 4.2.5 any Contracts;
 - 4.2.6 all information technology assets and any rights to use information technology assets;
 - 4.2.7 all and any Intellectual Property rights;

- 4.2.8 all cash, including amounts standing to the credit of any bank account or other account;
 - 4.2.9 all consents, permissions or licences;
 - 4.2.10 the benefit of all contracts of insurance in respect of property, rights and liabilities transferred to the Transferee by this Scheme, such that the Transferee shall be insured under those contracts of insurance for its insurable interest in respect of those property, rights and liabilities;
 - 4.2.11 all Non-Contractual Rights;
 - 4.2.12 all Non-Contractual Liabilities;
 - 4.2.13 all Taxation Rights; and
 - 4.2.14 all Taxation Liabilities.
- 4.3 The property, rights and liabilities transferred to the Transferee by this Scheme shall include: -
- 4.3.1 all property, rights and liabilities that would not otherwise be capable of being transferred or assigned by the Transferor; and
 - 4.3.2 all property, rights and liabilities to which the Transferor may become entitled or subject after the making of this Scheme and before the Transfer Scheme Date.

5. MODIFICATION OF THE SCHEME BY AGREEMENT

This Scheme may be modified in accordance with paragraph 12 of Schedule 12 to the GLA Act.

6. EXCLUSIVE JURISDICTION

This Scheme and any dispute arising under or in connection with it shall be subject to the exclusive jurisdiction of the courts of England and Wales.

7. GOVERNING LAW

This Scheme shall be governed by and construed in accordance with the laws of England and Wales.

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: -

.....
Authorised Signatory

Schedule 1

1. Contract For the Provision of Track Cleaning and Vegetation Management between LUL Nominee BCV Limited, LUL Nominee SSL Limited and Interserve (UK) Limited
2. Procurement Contract for the provision of trains and signalling equipment, originally between Metronet Rail BCV Holdings Limited (as novated by agreement dated 4 April 2003 to Metronet Rail BCV Limited) and Bombardier Transportation (Projects) UK Ltd (as novated by Deed of Novation and Variation to Bombardier Transportation UK Limited dated 27 February 2003), as amended and currently between LUL Nominee BCV Limited and Bombardier Transportation UK Limited) (pursuant to statutory transfer scheme in May 2008)
3. Contract for the provision of S Stock & 09 Trains between LUL Nominee BCV Limited, LUL Nominee SSL Limited and BTUK
4. Contract relating to MPS Consumables between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and Hayley Group PLC dated 10 September 2018
5. Contract relating to Rubber to Metal Parts between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and Trelleborg Industrial Products UK Limited dated 31 August 2018
6. Contract relating to Central Line / VLU Signalling Control Centre Software Services Support between LUL Nominee BCV Limited and Siemens Rail Automation Holdings Limited dated 1 December 2013
7. Contract for the Supply of ad-hoc Specific Electrical Consumable Items between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and City Electrical Factors Limited dated 1 May 2014
8. Contract for the Supply of ad-hoc Specific Electrical Consumable Items between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and RS Components Limited dated 1 May 2014
9. Contract for the Supply of ad-hoc Specific Electrical Consumable Items between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and Kingsbeech Limited dated 1 May 2014
10. Contract for the Supply of ad-hoc Specific Electrical Consumable Items between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London

- Underground Limited, and A and A Electrical Distributor Limited dated 1 May 2014
11. Contract for the Supply of ad-hoc Specific Electrical Consumable Items between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and Rexel UK Limited dated 1 May 2014
 12. Contract for the supply of Maintenance Services for Compressor Units between LUL Nominee BCV Limited, LUL Nominee SSL Limited, Tube Lines Limited, and Motivair Compressors Limited dated 1 July 2014
 13. Contract for the supply of Electrical Consumables – Lot 1 between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and City Electrical Factors Limited dated 1 July 2014
 14. Contract for the supply of Electrical Consumables – Lot 1 between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and RS Components Limited dated 1 July 2014
 15. Contract for the provision of In-situ Skimming of LT130 Traction Motors and Traction Brush Supply Services between LUL Nominee BCV Limited and Mersen UK Portslade Limited dated 1 May 2015
 16. Contract for the Supply of Parts and Repairs for Brake Systems between LUL Nominee BCV Limited, LUL Nominee SSL Limited, Tube Lines Limited, London Underground Limited, and Knorr-Bremse Rail Systems (UK) Limited 27 April 2016
 17. Contract for the Supply LT130 Armature between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and DK Rewinds Limited dated 28 March 2014
 18. Contract relating to Small Concrete Items between LUL Nominee BCV Limited, LUL Nominee SSL Limited, and Anderton Concrete
 19. Contract relating to Track Insulators between LUL Nominee BCV Limited, LUL Nominee SSL Limited, and Overhead Line Fittings
 20. Contract relating to Track Mouldings between LUL Nominee BCV Limited, LUL Nominee SSL Limited, and Plastic Engineering Solutions
 21. Contract for the managed supply of Laundry Workwear to London Underground between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and Berendsen UK Limited dated 1 August 2017

22. Contract for the supply of Brake Blocks between LUL Nominee BCV Limited, LUL Nominee SSL Limited, Tube Lines Limited, Knorr-Bremse Rail Systems (UK) Limited (and formerly TMD Friction Limited) dated 7 December 2015
23. Contract for the supply of Springs, Rail Keys and Anchors between LUL Nominee BCV Limited, LUL Nominee SSL Limited, and John Bradley
24. Contract for the supply of Liquid Nitrogen for HV Cables and Associated PPM between LUL Nominee BCV Limited and BOC
25. Contract for the supply of Track Services BCV/SSL Interim Arrangements between LUL Nominee BCV Limited, LUL Nominee SSL Limited and Interserve
26. Contract for the supply of Signalling Equipment and the Provision of Services between LUL Nominee BCV Limited and Siemens Rail Automation Holdings Limited dated 29 August 2009
27. Contract for the supply of Pumps, Control Panels and Ancillary Materials between LUL Nominee BCV Limited, LUL Nominee SSL Limited, Tube Lines Limited, London Underground Limited and T-T Pumps Limited dated 5 May 2017
28. Contract relating to S1352 Maintenance Support of Wimbledon District Line Branch between LUL Nominee SSL Limited and Network Rail Limited
29. Contract for the Supply of Escalator Oil between London Underground Limited, LUL BCV Nominee Limited, LUL Nominee SSL Limited, and Denco Lubrication Limited
30. Contract for the supply of Escalator Heavy Duty and Auxiliary Chains between London Underground Limited, LUL BCV Nominee Limited, LUL Nominee SSL Limited, Precision Chains Limited, and Kettenwulf GmbH

Schedule 2

1. The contracts and associated arrangements between LUL Nominee BCV Limited and London Underground Limited (entered into pursuant to the London Underground public private partnership) relating to the provision of infrastructure services in respect of the BCV Network as amended, restated and/or supplemented from time to time

Date:

2019

Greater London Authority Act 1999

**Transport for London (London Underground
Subsidiary Entity Rationalisation - LUL Nominee
SSL Limited) Transfer Scheme 2019**

Greater London Authority Act 1999

The Transport for London (London Underground Subsidiary Entity Rationalisation - LUL Nominee SSL Limited) Transfer Scheme 2019

THIS TRANSFER SCHEME is made this day of 2019 by **TRANSPORT FOR LONDON**, a statutory corporation whose principal office is at 55 Broadway, London SW1H 0BD ("**TfL**").

WHEREAS:

- (A) TfL is a statutory corporation established by section 154(1) of the Greater London Authority Act 1999.
- (B) The Transferor and the Transferee are both subsidiaries of TfL.
- (C) TfL has power under section 165 and Schedule 12 of the Greater London Authority Act 1999 to make schemes for the transfer of property, rights and liabilities between TfL and any subsidiaries of TfL, and as between such subsidiaries, subject to approval by the Mayor of London.
- (D) This transfer scheme (the "Transfer Scheme") provides for the transfer of all the property rights and liabilities described below from the Transferor to the Transferee.
- (E) This Transfer Scheme is a scheme for the purposes of section 165 of the Greater London Authority Act 1999.

WITH the approval of the Mayor of London in accordance with section 165(2) of the Greater London Authority Act 1999 **IT IS PROVIDED** as follows:

1. Name of Transfer Scheme

This Transfer Scheme shall be known as The Transport for London (London Underground Subsidiary Entity Rationalisation- LUL Nominee SSL Limited) Transfer Scheme 2019.

2. Definitions and Interpretation

2.1 In this Transfer Scheme, the following expressions shall have the following meanings:

<i>Expression</i>	<i>Meaning</i>
“Contracts”	any contracts, agreements, arrangements, engagements, assignments, licences (including licences of Intellectual Property) and orders for goods and/or services (and whether any of the foregoing have expired or not) including but not limited to those specified in Schedule 1 to this Transfer Scheme but excluding the Non-Transferring Contracts;
“GLA Act”	the Greater London Authority Act 1999;
“Intellectual Property”	any patents, registered designs, registered trade marks, applications for any of the aforesaid, unregistered trade marks, copyright, unregistered design rights, domain names and any other rights of the same nature or of a nature similar to any of the aforesaid in any jurisdiction whatsoever;
“Land”	all freehold and 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;
"Mayor of London"	the Mayor of London whose appointment is provided for by section 2 of the GLA Act;
"Non-Contractual Rights"	all non –contractual rights and claims of Transferor 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;
"Non-Contractual Liabilities"	all non-contractual obligations and liabilities in respect of any claims by any third party against the Transferor 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;
"Non-Transferring Contracts"	the Contracts and/or Supplier Agreements specified in Schedule 2;
"Secondment Agreements"	any agreements or arrangements (whether such agreements or arrangements have expired or not) between the Transferor and another (including the Transferee) for the provision of staff to the Transferor;
"Supplier Agreements"	any agreements (whether such agreements have expired or not) between the Transferor and one or more other parties for the carrying out of works, the supply of services and/or the

sale or supply of goods including but not limited to those specified in Schedule 1 to this Transfer Scheme but excluding the Non-Transferring Contracts;

"Taxation Liabilities"

means any liabilities in respect of taxation including but not limited to in respect of VAT, PAYE, National Insurance Contributions, rates, the Construction Industry Scheme or the CITB Levy;

"Taxation Rights"

means any rights to repayment or refund of or in respect of taxation;

"Transfer Scheme Date"

the time at which the transfer and other matters provided for in this Transfer Scheme are appointed for the purposes of paragraph 8 of Schedule 12 to the GLA Act to take effect as provided for in Clause 3;

"Transferee"

London Underground Limited (Company Number 01900907) whose registered office is at 55 Broadway, London SW1H 0BD; and

"Transferor"

LUL Nominee SSL Limited (Company Number 06242508) whose registered office is at 55 Broadway, London SW1H 0BD.

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 1159 of the Companies Act 2006.

- 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 Scheme Date

The transfer provided for in this Transfer Scheme shall come into effect for the purposes of paragraph 8 of Schedule 12 to the GLA Act at 12.01 a.m. (one minute past midnight) on 1 April 2019.

4. Transfer to Transferee

- 4.1 Save for the Non- Transferring Contracts which shall not transfer, there shall be transferred to the Transferee from the Transferor all property, rights and liabilities of the Transferor immediately prior to this scheme taking effect.
- 4.2 Without prejudice to Clause 4.1 the property, rights and liabilities transferred to the Transferee by this Scheme shall include all property, rights and liabilities in or relating to:
- 4.2.1 all Land;
 - 4.2.2 any Supplier Agreements;
 - 4.2.3 any Secondment Agreements;
 - 4.2.4 all moveable equipment and moveable assets;
 - 4.2.5 any Contracts;
 - 4.2.6 all information technology assets and any rights to use information technology assets;
 - 4.2.7 all and any Intellectual Property rights;

- 4.2.8 all cash, including amounts standing to the credit of any bank account or other account;
 - 4.2.9 all consents, permissions or licences;
 - 4.2.10 the benefit of all contracts of insurance in respect of property, rights and liabilities transferred to the Transferee by this Scheme, such that the Transferee shall be insured under those contracts of insurance for its insurable interest in respect of those property, rights and liabilities;
 - 4.2.11 all Non-Contractual Rights;
 - 4.2.12 all Non-Contractual Liabilities;
 - 4.2.13 all Taxation Rights; and
 - 4.2.14 all Taxation Liabilities.
- 4.3 The property, rights and liabilities transferred to the Transferee by this Scheme shall include: -
- 4.3.1 all property, rights and liabilities that would not otherwise be capable of being transferred or assigned by the Transferor; and
 - 4.3.2 all property, rights and liabilities to which the Transferor may become entitled or subject after the making of this Scheme and before the Transfer Scheme Date.

5. MODIFICATION OF THE SCHEME BY AGREEMENT

This Scheme may be modified in accordance with paragraph 12 of Schedule 12 to the GLA Act.

6. EXCLUSIVE JURISDICTION

This Scheme and any dispute arising under or in connection with it shall be subject to the exclusive jurisdiction of the courts of England and Wales.

7. GOVERNING LAW

This Scheme shall be governed by and construed in accordance with the laws of England and Wales.

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: -

.....
Authorised Signatory

Schedule 1

1. Contract for the provision of trains and signalling equipment dated 27 February 2003 originally between Metronet Rail SSL Holdings Limited and Bombardier Transportation (Projects) UK Limited (as novated by a Composite Deed of Novation and Accession dated 4 April 2003 to Metronet Rail SSL Limited and to Bombardier Transportation UK Ltd pursuant to an agreement for Novation and Variation dated 1 April 2008) (as amended) and currently between LUL Nominee SSL Limited and Bombardier Transportation UK Limited (pursuant to a statutory transfer scheme in May 2008)
2. Contract in respect of the Sub Surface Railway Update Programme – ATC System between LUL Nominee SSL Limited and Thales Ground Transportation Systems UK Limited dated 31 July 2015
3. Contract for the Provision of Track Cleaning and Vegetation Management Services between LUL Nominee BCV Limited, LUL Nominee SSL Limited and Interserve (UK) Limited
4. Contract for the provision of HV Cable Services between LUL Nominee SSL Limited and Clear Route
5. Contract for the provision of Maintenance Support on the Wimbledon Branch of the District Line between LUL Nominee SSL Limited and Network Rail
6. Contract for the supply of Signalling Equipment and the Provision of Services between LUL Nominee SSL Limited and Siemens Rail Automation Holdings Limited dated 29 August 2009
7. Framework Agreement for the Supply of Materials between LUL Nominee SSL Limited and Alstom Transport UK Limited
8. Contract for the provision of S Stock & 09 Trains between LUL Nominee BCV Limited, LUL Nominee SSL Limited and BTUK
9. Contract relating to MPS Consumables between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and Hayley Group PLC dated 10 September 2018
10. Contract relating to Rubber to Metal Parts between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and Trelleborg Industrial Products UK Limited

11. Contract for the Supply of ad-hoc Specific Electrical Items between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and City Electrical Factors Limited dated 1 May 2014
12. Contract for the Supply of ad-hoc Specific Electrical Items between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and RS Components Limited dated 1 May 2014
13. Contract for the Supply of ad-hoc Specific Electrical Items between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and Kingsbeece Limited dated 1 May 2014
14. Contract for the Supply of ad-hoc Specific Electrical Items between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and A and A Electrical Distributor Limited dated 1 May 2014
15. Contract for the Supply of ad-hoc Specific Electrical Items between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and Rexel UK Limited dated 1 May 2014
16. Contract for the Maintenance of Compressor Units between LUL Nominee BCV Limited, LUL Nominee SSL Limited, Tube Lines Limited, and Motivair Compressors Limited dated 1 July 2014
17. Contract for the supply of Electrical Consumables – Lot 1 between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and City Electrical Factors Limited dated 1 July 2014
18. Contract for the supply of Electrical Consumables – Lot 1 between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and RS Components Limited dated 1 July 2014
19. Contract for the Supply of Parts and Repairs for Brake Systems between LUL Nominee BCV Limited, LUL Nominee SSL Limited, Tube Lines Limited, London Underground Limited, and Knorr-Bremse Rail Systems (UK) Limited dated 27 April 2016
20. Contract for the Supply LT130 Armature between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and DK Rewinds Limited dated 28 March 2014
21. Contract relating to Small Concrete Items between LUL Nominee BCV Limited, LUL Nominee SSL Limited, and Anderton Concrete
22. Contract relating to Track Insulators between LUL Nominee BCV Limited, LUL Nominee SSL Limited, and Overhead Line Fittings

23. Contract relating to Track Mouldings between LUL Nominee BCV Limited, LUL Nominee SSL Limited, and Plastic Engineering Solutions
24. Contract for the managed supply Laundry for Workwear to LU between LUL Nominee BCV Limited, LUL Nominee SSL Limited, London Underground Limited, and Berendsen UK Limited dated 1 August 2017
25. Contract for the supply of Brake Blocks between LUL Nominee BCV Limited, LUL Nominee SSL Limited, Tube Lines Limited, Knorr-Bremse Rail Systems (UK) Limited (formerly TMD Friction Limited) dated 7 December 2015
26. Contract for the supply of Springs, Rail Keys and Anchors between LUL Nominee BCV Limited, LUL Nominee SSL Limited, and John Bradley
27. Contract for the supply of Track Services BCV/SSL Interim Arrangements between LUL Nominee BCV Limited, LUL Nominee SSL Limited and Interserve
28. Contract for the supply of Pumps, Control Panels and Ancillary Materials between LUL Nominee BCV Limited, LUL Nominee SSL Limited, Tube Lines Limited, London Underground Limited and T-T Pumps Limited dated 5 May 2017
29. Amended and Restated Technical Support and Spares Supply Agreement for Neasden Depot Signalling System between LUL Nominee SSL Limited and Thales Ground Transportation Systems UK Limited dated 3 April 2018
30. Framework Agreement for the supply of materials between Alston Transport UK Limited and LUL Nominee SSL Limited
31. Upminster Depot Injection Rate Design and Supply Contract between LUL Nominee SSL Limited and Signalling Installation & Maintenance Services Limited
32. Contract for Civil Engineering works at Upminster Depot in respect of Wheel Lathes and Cleaning Sheds between LUL Nominee SSL Limited and Giffen Group Plc
33. Lead Design Contract for Upminster Depot between LUL Nominee SSL Limited and Jacobs UK Limited
34. Contract for the Supply of Escalator Oil between London Underground Limited, LUL BCV Nominee Limited, LUL Nominee SSL Limited, and Denco Lubrication Limited

35. Contract for the supply of Escalator Heavy Duty and Auxiliary Chains between London Underground Limited, LUL BCV Nominee Limited, LUL Nominee SSL Limited, Precision Chains Limited, and Kettenwulf GmbH
36. Framework Agreement for the Supply of Escalator Wheels between London Underground Limited, LUL BCV Nominee Limited, LUL Nominee SSL Limited and Precision Chains Limited
37. Upminster Depot - Ancillary Building, Cleaning Shed, and Wheel Lathe (M&E) contract between LUL Nominee SSL Limited and Emico

Schedule 2

1. The contracts and associated arrangements between LUL Nominee SSL Limited and London Underground Limited (entered into pursuant to the London Underground public private partnership) relating to the provision of infrastructure services in respect of the SSL Network as amended, restated and/or supplemented from time to time