



Contract Reference Number: TfL 93795

Date: 1st July 2018

Call Off Agreement for Services

between

Transport for London

and

Post Office Limited

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Call Off Order Form

CALL OFF AGREEMENT Reference Number:

This Call Off Agreement is dated 1st July 2018.

This Call Off Agreement is agreed between:

Transport for London of Windsor House, 55 Broadway, London, SW1H 0DB ("**Authority**")

and

the Contractor, Post Office Limited, having its registered office at 148 Old Street, London, EC1V 9HQ

(each a "**Party**" and, together, the "**Parties**").

This is a Call Off Agreement under the Single Supplier Framework Agreement for the provision of Front Office Counter Services and other Related Services entered into between The Secretary Of State for Transport and Post Office Limited on 21st December 2012 (the "**Framework Agreement**") and has been agreed pursuant to Clause 2.2 of the Framework Agreement and the Call Off Process.

1. Call Off Term

- 1.1 The Call Off Term will begin on the date 01.07.2018 and will continue for the initial term of three years with the option to extend for a further two years.
- 1.2 The Authority may extend the Call Off Term in accordance with Clause 2.11 of the Framework Agreement, and if it does wish to extend shall give the Contractor prior written notice not less than three (3) months before the end of the initial term.

2. Terms of the Call Off Agreement

- 2.1 Subject to Clause 2.6 of the Framework Agreement, the terms of the Framework Agreement are expressly incorporated by reference into this Call Off Agreement, except as otherwise varied herein.
- 2.2 All words and expressions defined in the Framework Agreement shall have the same meaning and constructions when used in this Call Off Agreement unless expressly stated otherwise herein. In the event of any conflict between the definition of any word and/or expression as defined in the Framework Agreement and the definition of any word and/or expression as defined in this Call Off Agreement, then the definition of such word and/or expression as defined in this Call Off Agreement shall prevail. Any defined terms specific to this Call Off Agreement shall be set out at the start of the relevant Annex to this Call Off Agreement.
- 2.3 Subject to Clause 2.7 of the Framework Agreement, the Parties may agree to vary the terms of the Framework Agreement which are incorporated by reference into this Call Off Agreement, and all such variations shall be documented in Annex 11 (Other Variations) hereof.

2.4 The Contractor confirms that where it is aware that the implementation of this Call Off Agreement may affect other Services provided under the Framework Agreement it has, before the Effective Date of this Call Off Agreement, disclosed the same to the Authority, the Lead Authority and to all other affected Service Recipients.

3. Authority Requirements

3.1 The detailed Authority Requirements applicable to this Call Off Agreement are as set out in Annex 1 hereof.

4. Service Levels and Service Credits

4.1 The Service Levels and Service Credits applicable to this Call Off Agreement, which have been agreed by the Contractor and the Authority pursuant to the Call Off Process (and are based upon and not inconsistent with the Service Levels and Service Credits set out in Annex 2 (Service Levels and Service Credits) of the Initial Call Off Agreement) are as set out in Annex 2 (Service Levels and Service Credits) hereof. The provisions relating to Service Levels and Service Credits which have been amended as appropriate from Schedule 2.2 (Service Levels and Service Credits) of the Framework Agreement are as set out in Annex 2 (Service Levels and Service Credits) hereof.

5. Contractor Solution

5.1 The detailed Contractor Solution applicable to this Call Off Agreement (based upon the outline Contractor Solution in Schedule 4.1 (Contractor Solution) of the Framework Agreement) is as set out in Annex 3 (Contractor Solution) hereof.

6. Authority Responsibilities

6.1 The detailed Authority Responsibilities applicable to this Call Off Agreement are as set out in Annex 4 (Authority Responsibilities) hereof.

7. Implementation

7.1 The Outline Implementation Plan applicable to this Call Off Agreement (developed from the template Outline Implementation Plan in Schedule 6.1 (Implementation Plan) of the Framework Agreement) is as set out in Annex 5 (Outline Implementation Plan) hereof. The Detailed Implementation Plan shall be developed in accordance with Clause 4 (Implementation Plan) of the Framework Agreement and the applicable procedures in Schedule 6.1 (Implementation Plan) thereof.

8. Charges and Invoicing

8.1 The Charges applicable to this Call Off Agreement (based upon the Charges in Schedule 7.1 (Charges and Invoicing) of the Framework Agreement and the Financial Model set out in Schedule 7.5 (Financial Model) of the Framework Agreement and agreed in accordance with Clause 2.12 of the Framework Agreement) are as set out in Annex 6 (Charges and Invoicing) hereof. These Charges shall be based upon and not inconsistent with the Charges in Annex 6 (Charges and Invoicing) of the Initial Call Off Agreement and the pricing methodology set out in Annex 7 (Financial Model) of the Initial Call Off Agreement. The invoicing procedures applicable to this Call Off Agreement are as set out in Clause 20 (Charges and Invoicing) of the Framework Agreement and, amended as appropriate from

Schedule 7.1 (Charges and Invoicing) of the Framework Agreement, Annex 6 (Charges and Invoicing) hereof.

9. Financial Model

9.1 The detailed Financial Model applicable to this Call Off Agreement (based upon the Financial Model in Schedule 7.5 (Financial Model) of the Framework Agreement) is as set out in Annex 7 (Financial Model) hereof. This Financial Model shall be based upon and not inconsistent with the costing methodology set out in Annex 7 (Financial Model) of the Initial Call Off Agreement.

10. Governance

10.1 The governance applicable to this Call Off Agreement is as set out in Schedule 8.1 (Governance) of the Framework Agreement. The Parties acknowledge that they are bound by the procedures in Schedule 8.1 (Governance) of the Framework Agreement where either Party requests a reference to the Framework Board in accordance with that Schedule 8.1 (Governance).

11. Key Personnel

11.1 The Key Personnel applicable to this Call Off Agreement are as set out in Annex 8 (Key Personnel) hereof. Any change to Annex 8 (Key Personnel) shall be subject to Clauses 31.6 to 31.12 of the Framework Agreement.

12. Pensions

12.1 The pensions provisions and obligations applicable to this Call Off Agreement are set out in Annex 9 (Pensions) hereof.

13. Insurance Requirements

13.1 The insurance requirements applicable to this Call Off Agreement (based upon the template insurance requirements set out in Schedule 2.6 (Insurance Requirements) of the Framework Agreement) are set out in Annex 10 (Insurance Requirements) hereof.

14. Other Variations

14.1 Any other variations to the terms of the Framework Agreement incorporated by reference herein shall be agreed in accordance with Paragraph 2.3 of this Call Off Agreement and shall be documented in Annex 11 (Other Variations) hereof.

15. Step-In Rights – Not Used

16. Formation of Call Off Agreement

The execution of this Call Off Order Form by each of the Contractor and the Authority shall create a valid and legally binding contract comprising the Clauses of and Schedules to the Framework Agreement which are stated in Clause 2 (Contracting Capacity and Arrangements for Call Off Agreements) of the Framework Agreement to be incorporated into the Call Off Agreement as amended and supplemented by this Call Off Order Form.

[REDACTED]

Annex 1 - Authority Requirements

1. Definitions

Application(s)	means the Application(s) submitted by Customers for the schemes outlined in Clause 3.1.1.1 and Clause 3.1.1.2, Annex 1
Authority	means Transport for London (TfL)
Authority's Oyster Photocard Provider	means the Authority's supplier who provides the Oyster photocard after Applications that have been submitted via the Contractor's system
Concessions System	means the system provided by the Authority's Oyster Photocard Provider
Contractor	means the Post Office Limited
Contractor System	means the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Authority system)
Customer	means those who submit the Application(s)
DOB	means the date of birth of the Customer
Employment and Support Allowance (ESA)	means a benefit paid by the Government to people who are ill or disabled to provide financial support if they are unable to work or personalised help so that they can work if they are able to
FAD	means the Contractor's internal unique reference identification for their branches
IDV	means the identify verification letter which is generated by the Concessions System
Income Support (IS)	means a benefit paid by the Government to people who earn low income
Job Seekers Allowance (JSA)	means an unemployment benefit paid by the Government to people who are unemployed and actively seeking work
Services	means the Services to be provided by the Contractor in Clause 3.1, Annex 1
Universal Credit	means a benefit paid by the Government to people who are out of work or on a low income who require support for the cost of housing, children and childcare and financial support for people with disabilities, carers and people too ill for work.

2. Introduction

2.1 As per Schedule 2.1 of the Agreement.

3. Core Services

3.1 General

3.1.1 The Services to be provided by the Contractor to the Authority are:

3.1.1.1 initial verification of transaction eligibility and applicant identity, payment processing and the electronic transfer of data between the Contractor's System for Applications for the Authority's following photocard schemes:

- 5-10 Zip Oyster photocard scheme
- 11-15 Zip Oyster photocard scheme
- 16+ Zip Oyster photocard scheme
- 60+ Oyster photocard scheme

3.1.1.2 validation of transaction eligibility and applicant identity of Applications and issuance of paper photocards to Customers for the Authority's Bus and Tram Discount scheme.

3.2 Coverage and Opening Hours

3.2.1 The Contractor shall provide national (UK) coverage in delivering the service as outlined in Clause 3.1.1.1 of this Annex 1.

3.2.2 The Contractor shall provide a minimum of 84% coverage within the Greater London area in delivering the service as outlined in Clause 3.1.1.2 of this Annex 1.

3.2.3 The Contractor shall provide Greater London coverage in delivering the service as outlined in Clause 3.1.1.2 of this Annex 1.

3.2.4 The Contractor shall provide the Services on a minimum of five (5) days per week (Monday to Friday, excluding Bank Holidays). Where coverage allows, the Contractor shall also provide the Services on a Saturday.

3.2.5 The Contractor shall provide the Services for a minimum from 09:00 to 17:00 from Monday to Friday (excluding Bank Holidays).

3.2.6 Each of the Contractor's branches must be assigned a unique reference identification (referred by the Contractor as a FAD code).

3.2.7 The Contractor shall provide the Authority with a list of branches on a monthly basis. The Contractor must notify the Authority of any changes to the list of branches..

3.3 Transactional Requirements

Capture and Transmission of Data

3.3.1 For the service outlined in Clause 3.1.1.1 of this Annex 1, the Contractor shall, via the Contractor System, electronically download the data which is held within the barcode on the IDV letter presented by the Customer.

- 3.3.2 The data within the barcode on the IDV letter will include the Customer's unique reference number and codes relating to the relevant Application and prompt the Contractor to undertake the relevant verification of transaction eligibility and applicant identity process as outlined in Clauses 3.3.7, 3.3.8 and 3.3.9 of this Annex 1.
- 3.3.3 The Contractor shall capture the relevant data on the Contractor System as part of the verification of the transaction eligibility and applicant identity process for the Application. Where a choice of documents can be presented, the Contractor will only need to capture that verification has taken place. The type of document that was verified does not need to be captured.
- 3.3.4 The Contractor, via the Contractor System, shall transfer an electronic update file to the Concessions System containing the transaction data. The electronic update file of the transaction data shall be transferred every evening at 19:00 Hours (Monday to Friday, excluding Bank Holidays and also Saturdays, where applicable) for the transactions completed that day.
- 3.3.5 The Contractor is not required to electronically download, capture or transfer data as part of the service outlined in Clause 3.1.1.2 of this Annex 1. The Application will instead be a paper form or letter.

Verification of Transaction Eligibility and Applicant Identity

- 3.3.6 For the photocard schemes outlined in Clause 3.1.1.1 of this Annex 1, the Contractor shall verify the transaction eligibility and applicant identity as follows.
- 3.3.7 For the 5-10 Oyster photocard scheme and the 11-15 Zip Oyster photocard scheme, the Contractor shall verify the name and DOB on the IDV letter matches the name and DOB on any of the following original copies of these identity documents that the Customer is required to provide.
- Passport
 - ID card from EEA country
 - Birth certificate
- 3.3.8 For the 16+ Zip Oyster photocard scheme, the Contractor shall to verify the following:
- 3.3.8.1 the name and DOB on the IDV letter matches the name and DOB on any of the following original copies of the identity documents that the Customer is required to provide.
- Passport
 - ID card from EEA country
 - Birth certificate
 - Applicant's Driving licence
- 3.3.8.2 the name and address of the parent on the IDV letter matches the name and address of the parent on any of the following documents that the Customer is required to provide. These documents must be original copies and dated in the last three (3) months. Mobile phone bills are not accepted.
- Residential utility bill
 - Council tax bill
 - Bank/Building Society/Credit card statement
 - Council or housing association rent book or statement
 - Parent/Guardian Driving Licence

- 3.3.8.3 the education establishment part of the IDV letter has been stamped and signed and matches the name of the school printed on the IDV letter.
- 3.3.9 For the 60+ Oyster photocard scheme, the Contractor shall verify the following:
- 3.3.9.1 the name and DOB on the IDV letter matches the name and DOB on any of the following original copies of identity documents that the Customer is required to provide.
- Passport
 - ID card from EEA country
 - Medical card
 - Birth Certificate (unless their name has changed)
 - Driving Licence
- 3.3.9.2 the name and address on the IDV letter matches the name and address on any of the following documents that the customer is required to provide. These documents must be original copies and dated in the last three (3) months. Mobile phone bills are not accepted.
- Utility bill
 - Council tax bill
 - Bank/Building Society/Credit card statement
 - HM Revenue and Customers letter
 - Occupational Pension Letter
 - Council or housing association rent book or statement
 - Driving Licence
- 3.3.10 Where the Customer is unable to present the correct proof of ID and/or documents, then the Contractor shall cancel the transaction and will not take the applicable fee from the Customer. The Contractor will not charge the Authority the Service Charges for cancelled transactions.
- 3.3.11 The Authority may change its procedures (e.g. eligibility criteria) for the photocard schemes outlined in Clause 3.1.1.1 of this Annex 1 and IDV letter content from time to time to reflect any changes in Government policy. This will be notified by the Authority and implemented by the Contractor.
- 3.3.12 For the service outlined in Clause 3.1.1.2 of this Annex 1, the Contractor shall ensure the Application has been correctly and fully completed by undertaking the following validation.
- 3.3.12.1 If it is a Jobseekers Allowance (JSA) applicant, validate they have had their Application form authorised and stamped by a Jobcentre Plus staff member and have provided appropriate proof of ID as indicated on the Bus & Tram Discount scheme application form.
- 3.3.12.2 If it is a Universal Credit (UC) applicant, validate they have had their Application form authorised and stamped by a Jobcentre Plus staff member and have provided appropriate proof of ID as indicated on the Bus & Tram Discount scheme application form.
- 3.3.12.3 If it is an Income Support (IS) or Employment and Support Allowance (ESA) customer, validate they have provided appropriate proof of ID and relevant Department of

Work and Pensions/Jobcentre Plus letter as indicated on the Bus & Tram Discount application form.

- 3.3.12.4 For all applicants, validate they reside in Greater London and are aged between 18 and 60 years old.
- 3.3.12.5 For all applicants, verify that a photograph has been provided by the Customer, that the photograph is a true likeness of the Customer and is suitable for purpose which includes but is not limited to a full face; conforming to size requirements; face not obscured and; is not damaged.
- 3.3.13 If the accompanying proofs of ID or benefit eligibility documentation does not conform, the Contractor shall reject the Application. The Contractor will not charge the Authority for this transaction.
- 3.3.14 In the event a photograph becomes separated from an Application form, the Contractor shall make every effort to re-match the photograph with the Application form (the applicant is advised to write their name on the back of the photograph).
- 3.3.15 Once the Contractor has completed the validation as above, the Contractor shall complete the paper photocard and issue the completed paper photocard to the Customer.
- 3.3.16 To complete the paper photocard, the Contractor shall:
 - 3.3.16.1 affix the photograph the Customer has provided and;
 - 3.3.16.2 write the expiry date. The expiry date on the photocard shall be 6 months from the Application date;
- 3.3.17 In the event an error has been made in respect to the information written on a paper photocard by the Contractor, then the Contractor shall destroy the paper photocard and complete and issue the Customer with a new paper photocard with the correct information. Under no circumstance, should the Contractor attempt to correct an error on a paper photocard as any changes that could be deemed to be defacement, may put the Customer at risk of scrutiny from the Authority's revenue inspection officers.
- 3.3.18 The Contractor shall complete the Application form by completing the date, FAD code, photocard number and expiry date.
- 3.3.19 The Contract will need to collate the Application at the end of each day, put in the secure pre-paid mailer and post it.
- 3.3.20 The Authority may change the scope (e.g. different proof of ID or authorisation) of the scheme outlined in Clause 3.1.1.2 of this Annex 1 from time to time. This will be notified by the Authority and implemented by the Contractor.
- 3.3.21 As the benefits that applicants receive may change in line with Government policy from time to time, the Contractor may need to check other proofs of eligibility or authorisation than those listed above. This will be notified by the Authority and implemented by the Contractor.

Notification by Customer of Creation, Updates and Changes to Details

Not Used

Request by Customer for Replacement Documents

Not Used

Customer Payments, Tokens of Payment and Receipts

- 3.3.22 For the service outlined in Clause 3.1.1.1 of this Annex 1, the Contractor will accept the applicable fee from the Customer by cash, credit or debit card. The Contractor shall not accept cheques.
- 3.3.23 Once payment has been taken, the Contractor shall return the IDV letter to the customer and advise that the photocard will be delivered to the address on the IDV letter within the response time stated.
- 3.3.24 Where the Customer is unable to present the correct proof of ID and/or documents, the Contractor shall cancel the transaction and will not take the applicable fee from the Customer.
- 3.3.25 For the service outlined in Clause 3.1.1.2 of this Annex 1, the Contractor will issue the Customer with a receipt.

Refunds and Reimbursements

Not Used

Changes to Fees

- 3.3.26 For the service outlined in Clause 3.1.1.1 of this Annex 1, the Authority may change the fee required from the Customer. This will be notified by the Authority and implemented by the Contractor.

Stock Distribution and Storage

- 3.3.27 For the service outlined in Clause 3.1.1.2 of this Annex 1, the Contractor will take delivery of stock of application forms, paper photocards and secure pre-paid mailers from the Authority.
- 3.3.28 The Authority agrees to provide any such stock to the Contractor's central distribution site (which will be notified by the Contractor to the Authority) in accordance with the Contractor's packaging specifications which will be notified by the Contractor to the Authority.
- 3.3.29 The Contractor will be responsible for the distribution of these stock items to their branches and will ensure that stock levels at each branch are sufficient to meet the required demand by regular monitoring.
- 3.3.30 The Contractor will monitor stock levels of dedicated products at their central distribution site and advise the Authority when these need to be replenished, with due regards to

production lead times (up to 12 weeks for application forms and secure pre-paid mailers and up to 24 weeks for photocards).

- 3.3.31 The Authority may change the design of the application form, secure pre-paid mailer or paper photocard from time to time. The Authority will give 30 Business Days' notice prior to the re-designed stock items being delivered which will be delivered to the Contractor in accordance with Clause 3.3.28 of this Annex 1.
- 3.3.32 The Contractor will re-issue the re-designed stock items in accordance with Clause 3.3.29 of this Annex 1 in lead times depending on whether it is an urgent or non-urgent requirement.
- 3.3.33 If it is an urgent requirement, the Contractor will issue the re-designed stock items in accordance with Clause 3.3.29 of this Annex 1 as soon as possible.
- 3.3.34 If it a non-urgent requirement, the Contractor will issue the re-designed stock items in accordance with Clause 3.3.29 of this Annex 1 within 14 Business Days.
- 3.3.35 The Authority will advise the Contractor of what needs to happen with the original designed stock items once the re-designed stock have been issued.
- 3.3.36 The Contractor will issue up to one re-designed application form, pre-paid secure mailer and photocard per contract year without charge, if required by the Authority. Any additional re-designs will be processed according to the charging schedule set out in Annex 6 of the Call Off Agreement. The current pricing schedule includes distribution costs.

Return of Documents

Not Used

Biometric Capture

Not Used

Additional Customer Facilities

Not Used

3.4 Accounting

- 3.4.1 The Contractor will provide the Authority with a list of period dates at the beginning of each financial year. These will detail period start and end dates and also dates that invoices will be issued by the Contractor to the Authority and dates that the Authority should expect accounts to be settled.

3.5 Marketing, Signage and Communications

Not Used

3.6 Customer Service

- 3.6.1 The Contractor will ensure that its staff and/or agents carrying out the Services are fully aware of the Transactional Requirements outlined in Clause 3.3 of this Annex 1, by providing training and issuing written instructions and reminders accordingly.
- 3.6.2 The instructions will be subject to review by the Authority prior to issue. A minimum of 5 business days will be allowed for the Authority to respond unless otherwise agreed between the parties.
- 3.6.3 The Contractor will continue to review the instructions over the Call Off Agreement term.
- 3.6.4 If updates are required by the Authority, the Contractor will update and re-circulate the instructions as and when required.
- 3.6.5 The Contractor may in their discretion also include bulletins and further advice about the Transactional Requirements outlined in Clause 3.3 of this Annex 1, in regular communications to staff and/or agents carrying out the Services.
- 3.6.6 From time to time the Authority may request emergency communications to go out to the Contractor's branches. The Authority expects the Contractor within reasonable endeavours to meet these requests.
- 3.6.7 The Contractor shall refer any queries from the Customer to the Authority's helpline number printed on the application form or IDV letter (if applicable).

3.7 ICT – Systems

- 3.7.1 The electronic update file shall be transferred by the Contractor, via the Contractor's system, to the Concessions System as outlined in Clause 3.3.4 of this Annex 1.
- 3.7.2 The Contractor's System shall be available as outlined in Clause 3.3 of this Annex 1, save for any planned downtime or necessary maintenance or investigation. The Contractor must notify the Authority of any planned downtime or necessary maintenance, changes or investigation in advance.

3.8 Performance Monitoring and Management Information

- 3.8.1 The Contractor's Key Personnel referred to in Annex 8 of the Call Off Agreement will manage the contract and will monitor performance as per Annex 2 of the Call Off Agreement.
- 3.8.2 The Contractor shall also be required to report on the following at the Performance Review Meetings:
 - 3.8.2.1 volumes and reasons for rejection of Applications either known by the Contractor and/or reported by the Authority. The rejection reasons include but are not limited to the Contractor's staff and/or agents entering incorrect data or where Bus & Tram Discount scheme application forms are sent to the wrong address when an incorrect mailer is used.
 - 3.8.2.2 whether any monies are owed to the Authority due to rejected Applications by the Authority's Oyster Photocard Provider in accordance with Clause 2 of Annex 6 of the Call Off Agreement.

3.8.3 The following reports are to be submitted by the Contractor to the Authority by email at the frequency as detailed below. Reports 1 to 3 are reporting requirements for the service outlined in Clause 3.1.1.1 of this Annex 1.

3.8.3.1 Report 1

Name: TfL Transaction Volumes at Post Office Current Week

Frequency: Daily Monday to Friday

Content: Details the volume of transactions by day for each TfL product within one calendar week. The report is issued daily and is culminated during the week. It includes item ID, item description, business date, net sales volume for each item each day and the net sales value for each item for each day.

3.8.3.2 Report 2

Name: TfL Transaction Volumes at Post Office Previous Week

Frequency: Weekly on a Monday after the weekend

Content: Details the volume of transactions by day for each TfL product for one calendar week (Monday-Sunday). It includes item ID, item description, business date, net sales volume for each item each day and net sales value for each item for each day.

3.8.3.3 Report 3

Name: TfL Previous Period

Frequency: Within 5 days after the Post Office period end

Content: Details the volume of TfL products have been processed by branch. It contains the location name, the location FAD code, the business date and for each business date and location the item that was processed and the net sales value.

3.8.3.4 Report 4

Name: TfL Bus & Tram photocard

Frequency: Within 5 days after the Post Office period end

Content: Details the volume of Bus & Tram photocard applications that have been processed by each branch in the previous period. It contains the location name the location FAD code, the net sales volume and the net sales value. This isn't broken down by business date but contains a total for each location per period.

3.8.3.5 Report 5

Name: Periodic Stock Report

Frequency: Within 5 days of the Authority's period end

Content: Details individual stock items, current stock volume, stock usage by branch and demand history for previous 12 months at the Contractors central distribution site.

3.8.3.6 6 Adhoc reports

As and when required. The Contractor will use best endeavours to complete these in a reasonable time frame.

3.9 Welsh Language Scheme

3.9.1 As per Schedule 2.1 of the Agreement.

3.10 Staff Vetting Procedures

3.10.1 As per Schedule 2.1 of the Agreement.

3.11 Borders, Citizenship and Immigration Act 2009 and Related Requirements

3.11.1 As per Schedule 2.1 of the Agreement.

3.12 Administration and Governance

3.12.1 In the instances where the Authority receives a serious complaint from a Customer, the Authority will notify the Contractor.

3.12.2 The Contractor will contact the specific branch within the next three (3) business days. The Contractor will report back to the Authority within three (3) further business days with a status update and the steps that need to be taken to resolve any such complaint.

3.12.3 In the instances where the Authority is made aware of the Contractor's branches not carrying out the Services correctly, the Authority will notify the Contractor.

3.12.4 The Contractor will contact the specific branch within the next three (3) business days. The Contractor will report back to the Authority within three (3) further business days with a status update and the steps that need to be taken to resolve any such issue.

3.12.5 In the instances outlined in Clause 3.12.1 and Clause 3.12.3 of this Annex 1, the Contractor will be required to provide a further update to the Authority once the necessary steps have been taken.

4. Optional Services

Not Used

5. Additional Services

Not Used

Annex 2 – Service Levels and Service Credits

1. Scope

This Schedule 2.2 sets out the Service Levels which the Contractor is required to achieve when delivering the Services, the Service Credits which the Contractor is required to pay for failing to meet a Required Service Level, the Notification Thresholds, Termination Thresholds and the method by which the Contractor's performance of the Services will be monitored. This Schedule comprises:

- 1.1 Part A: Service Levels and Service Credits;
- 1.2 Appendix 1 to Part A - Service Levels Detailed Descriptions;
- 1.3 Appendix 2 to Part A - Summary of Service Levels and Service Credits; and
- 1.4 Part B: Performance Monitoring.

PART A

1. Principles

- 1.1 The objectives of the Service Levels and Service Credits are to:
 - 1.1.1 ensure that the Services are of a consistently high quality and meet the requirements of the Authority;
 - 1.1.2 provide a mechanism whereby the Authority can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the level of Service which it has contracted to deliver; and
 - 1.1.3 incentivise the Contractor to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

2. Service Levels – NOT USED

- 2.1 The Service Levels applicable to this Agreement and their corresponding Service Credits are set out in detail in Appendix 1 and Appendix 2 to this Part A and are outlined below in this Paragraph 2.1:
 - 2.1.1 NOT USED
 - 2.1.2 NOT USED
- 2.2 The Contractor shall monitor its performance of each of the Services against the Service Level(s) for that Service as set out in Paragraph 2.1 and shall send the Authority a report detailing the level of service which was achieved in accordance with the provisions of Part B of this Schedule 2.2.
- 2.3 The Contractor shall, at all times, provide the Services in such a manner that the Required Service Level for each Service is achieved.

3. Repeat and Persistent Failures

- 3.1 If the Contractor fails to achieve the same Required Service Level during six (6) consecutive months or during six (6) months in any twelve (12) months, such failure shall be deemed to be a "**Repeat Failure**".
- 3.2 In the event of a Repeat Failure, the Contractor shall:
 - 3.2.1 be deemed to have reached the Notification Threshold; and
 - 3.2.2 take all reasonable steps to resolve the underlying cause of the Repeat Failure and prevent recurrence.

3.3 The Contractor shall be deemed to have reached the Termination Threshold in the event of two (2) Repeat Failures.

4. Service Credits

4.1 Service Credits will accrue as set out in Appendix 2 to Part A of this Schedule 2.2 (Service Levels and Service Credits).

4.2 The liability of the Contractor in respect of Service Credits will be limited in accordance with Clause 55.2.5 (Limitations on Liability).

4.3 The Contractor shall within ten (10) Working Days after the end of the relevant Measurement Period issue a credit note to the Authority for a sum equal to the Service Credits payable for that Measurement Period and such sum shall be recoverable by the Authority in accordance with the relevant provisions of Schedule 7.1 (Charges and Invoicing).

4.4 The Authority shall use the performance reports provided pursuant to Part B of this Schedule to, among other things, verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant month.

4.5 Service Credits are a reduction of the amounts payable to the Contractor in respect of the Services and do not include VAT.

5. Nature of Service Credits

The Contractor confirms that it has modelled the Service Credits and has taken them into account both in setting the level of the Charges and in calculating its Financial Model. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance. The Parties acknowledge that the Service Credits represent a genuine pre-estimate of the Authority's direct losses for the Service Failures to which they relate.

6. Application of Thresholds

6.1 If the level of performance of the Contractor of any element of a Service during the relevant Measurement Period:

6.1.1 achieves the Required Service Level in respect of each element of the Service, no Service Credits will accrue in respect of the Services;

6.1.2 is below the Required Service Level but above the Termination Threshold in respect of any element of the Service, the appropriate value of Service Credits shall be payable in respect of that element of the Service;

6.1.3 is below the Notification Threshold in respect of any element of the Service, the Contractor shall undertake the remedial action set out in Clause 11.3 in addition to accruing the Service Credits which are payable in respect of that element of the Service;

6.1.4 constitutes a Critical Service Failure, the Authority shall be entitled to terminate the Agreement pursuant to Clause 58.3.5 (g) (Termination Rights) and/or seek damages at large in addition to accruing the Service Credits which are already payable by the Contractor to the Authority.

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- 6.2 For the avoidance of doubt, any Service Credits paid by the Contractor to the Authority in respect of any Critical Service Failure in accordance with Paragraph 6.1.4 above shall be deducted from any amount of damages at large sought by the Authority in respect of such Critical Service Failure under Paragraph 6.1.4.

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APPENDIX 1 TO PART A

Service Levels Detailed Descriptions

NOT USED

APPENDIX 2 TO PART A

Summary of Service Levels and Service Credits NOT USED

Ref.	Service Area	Service Level Description	Measurement Period	Reporting Period	Required Service Level	Notification Threshold	Termination Threshold	Service Credit

PART B

Performance Monitoring

This Part B is to be read in conjunction with Schedule 8.1 (Governance).

1. Principles

1.1 This Part B provides the methodology for monitoring the Services:

1.1.1 to ensure that the Contractor is complying with the Service Levels; and

1.1.2 for identifying any Service Failures in the performance of the Contractor and/or delivery of the Services ("**Performance Monitoring System**").

1.2 Within twenty (20) Working Days of the Effective Date the Contractor shall provide the Authority with a Performance Monitoring System for the Authority's approval (not to be unreasonably withheld or delayed) which shall, as a minimum, include details of the Contractor's proposals in respect of the following:

1.2.1 performance review;

1.2.2 Authority audit;

1.2.3 the processes and systems the Contractor will put in place to monitor effectively its performance of the Services as against the Service Levels;

1.2.4 the format and content of the Performance Monitoring Report; and

1.2.5 how the Contractor will comply with the obligations set out in Part B of this Schedule 2.2.

1.3 The Authority shall notify the Contractor within ten (10) Working Days of its receipt of the draft Performance Monitoring System of its response (approval or rejection) to it. The draft Performance Monitoring System shall not be deemed to have been approved if no notice of approval is given during such period. If the draft Performance Monitoring System is approved by the Authority it shall be adopted immediately.

1.4 If the Authority gives notice of its rejection of the draft Performance Monitoring System, it shall in such notice identify the changes it requires to be made to it. The Contractor shall amend the draft Performance Monitoring System so as to incorporate the changes required by the Authority and re-submit the amended draft Performance Monitoring System to the Authority for approval within five (5) Working Days of receipt of the Authority's rejection notice. If the Authority does not approve the draft Performance Monitoring System following its resubmission to the Authority pursuant to the provisions of this Paragraph 1.4, the matter shall be resolved in accordance with the Dispute Resolution Procedure.

1.5 The Contractor shall ensure that the Performance Monitoring System shall be maintained and updated by the Contractor as may be necessary to reflect the then current state of the Services. An updated Performance Monitoring System shall be forwarded to the Authority for approval at least once every month during the Term in accordance with the agreed reporting schedule, and within five (5) Working Days of receipt by the Contractor of any request from the Authority for an update. The Authority shall be entitled to require reasonable amendments to the updated Performance Monitoring System and the Contractor shall make such amendments and re-submit a further updated Performance Monitoring System to the Authority for approval. Until such time

as the updated Performance Monitoring System is approved by the Authority the Performance Monitoring System then existing (that is to say prior to the update) shall continue to apply.

- 1.6 The Parties shall consider and review the Performance Monitoring System at the Call Off Performance Management Board pursuant to Schedule 8.1 (Governance).
- 1.7 The Authority shall be entitled to reasonably require changes to the Performance Monitoring System, which shall be implemented in accordance with the Change Control Procedure.
- 1.8 Without prejudice to the provisions of Paragraphs 1.5 and 1.7 of this Part B each of the Authority and the Contractor shall have the right to propose any Changes to the Performance Monitoring System in accordance with the Change Control Procedure. For the avoidance of doubt, any requests for Changes to the Performance Monitoring System shall be dealt with via the Change Control Procedure.

2. Performance Monitoring and Performance Review

- 2.1 Within ten (10) Working Days of the end of each month, the Contractor shall provide a Performance Monitoring Report to the Authority.
- 2.2 The Performance Monitoring Report shall be in the format set out in the Performance Monitoring System and shall contain, as a minimum, the following information in respect of the month just ended:
 - 2.2.1 the monitoring which has been performed in accordance with the Performance Monitoring System with a summary of any issues identified by such monitoring including any occurrences of the Service Failures having the effect of taking the Service Levels below the Notification Thresholds;
 - 2.2.2 for each Service Level, the actual performance achieved over the month, and that achieved over the previous three (3) months ;
 - 2.2.3 a summary of all Service Failures that occurred during the Measurement Period;
 - 2.2.4 the level of each Service Failure which occurred;
 - 2.2.5 which Service Failures remain outstanding and progress in resolving them, the cause of the fault and any action being taken to reduce the likelihood of recurrence;
 - 2.2.6 for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 2.2.7 the Service Credits to be applied in respect of that month indicating the Service Failure(s) to which the Service Credits relate;
 - 2.2.8 a rolling total of the number of Service Failures that have occurred and the amount of Service Credits that have been incurred by the Contractor over the past six (6) months;
 - 2.2.9 relevant particulars of any aspects of the performance by the Contractor which fail to meet the requirements of the Agreement; and
 - 2.2.10 such other details as the Authority may reasonably require from time to time.
- 2.3 The draft Performance Monitoring Report shall be reviewed and its contents agreed by the Parties at the Performance Review Meeting which immediately follows the issue of such report in accordance with Paragraph 2.5 of this Part B.

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- 2.4 The Contractor shall provide the Authority with a quarterly written summary of the Performance Monitoring Reports that have been prepared during that Quarter ("**Quarterly Summary**"). The Quarterly Summary shall be provided by the Contractor to the Authority within five (5) Working Days of the end of each Quarter, and shall be reviewed at the Performance Review Meeting which immediately follows its issue. The Quarterly Summary shall contain such details as the Authority shall reasonably require.
- 2.5 The Parties shall attend Performance Review Meetings on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Contractor and the Authority of the Performance Monitoring Reports and Quarterly Summaries (where relevant). The Performance Review Meetings shall (unless otherwise agreed):
- 2.5.1 take place within one (1) week of the Performance Monitoring Report being issued by the Contractor;
- 2.5.2 take place at such location and time (within normal business hours) as the Authority shall reasonably require unless otherwise agreed in advance;
- 2.5.3 be attended by the Contractor and the Authority; and
- 2.5.4 be fully minuted by the Contractor. The Contractor shall provide to the Authority the prepared minutes within two (2) Working Days from the date of the relevant meeting for its approval and, once approved, the Contractor shall circulate the approved minutes to all other attendees at the relevant meeting and to any other recipients agreed at the relevant meeting.
- 2.6 The Authority shall be entitled to raise any additional questions and/or request any further information regarding any Service Failure.
- 2.7 The Contractor shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance by the Contractor and the calculations of the amount of Service Credits for any specified period.

3. Satisfaction Surveys

- 3.1 In order to assess the level of performance of the Contractor, the Authority may undertake satisfaction surveys in respect of Customers or various groups of Customers ("Satisfaction Surveys"). These surveys may consider:
- 3.1.1 the assessment of the Contractor's performance by Customers against the agreed Service Levels; and/or
- 3.1.2 other suggestions for improvements to the Services.
- 3.2 The Authority shall be entitled to notify the Contractor of any aspects of their performance of the Services which the responses to the Satisfaction Surveys reasonably suggest are not meeting the Authority Requirements.
- 3.3 The Contractor shall, as soon as reasonably practicable after notification from the Authority in accordance with Paragraph 3.2 of this Part B ensure that such measures are taken by it as are appropriate to achieve such improvements as soon as is reasonably practicable.
- 3.4 All other suggestions for improvements to the Services shall be dealt with as part of the continuous improvement programme pursuant to Schedule 2.4 (Continuous Improvement).

4. Records

- 4.1 The Contractor shall keep appropriate documents and records (e.g. Help Desk records, Service Failure log, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc) in relation to the Services being delivered and the other requirements to be satisfied. Without prejudice to the generality of the foregoing, the Contractor shall maintain accurate records of call histories for a minimum of twelve (12) months and provide prompt access to such records to the Authority upon the Authority's request. The records and documents of the Contractor shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents.
- 4.1.1 In addition to the requirement in Paragraph 4.1 of this Part B to maintain appropriate documents and records, the Contractor shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Contractor both before and after the Cut Over Date and the calculations of the amount of Service Credits for any specified period.
- 4.1.2 The Contractor shall ensure that the Performance Monitoring System and any variations or amendments thereto, the Performance Monitoring Report, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and capable of being printed.

Annex 3 – Contractor Solution

1. The Services to be provided by the Service Provider to the Authority are:

a) initial validation and payment processing (where applicable) of Applications for its photocard schemes. These are:

- 5-10 Zip Oyster photocard scheme
- 11-15 Zip Oyster photocard scheme
- 16+ Zip Oyster photocard scheme
- 60+ Oyster photocard scheme
- Bus & Tram discount scheme

b) initial validation and payment processing (where applicable) of Applications for Customers receiving certain benefits (Bus & Tram Discount scheme) and issuance of paper photocards.

The scope of the requirements includes:

("the Applications")

Post Office® Branches will process the Application forms (where appropriate) to check they have been correctly completed, check the documentation provided by the Customer, process payment, and data-capture this information for electronic transfer.

Where the Authority's Customers have started an online Application which needs to be completed by submission of a verification letter at a Post Office® Branch, ensure that the correct proofs of identity have been provided, that the education establishment part of the form (where appropriate) has been stamped and signed, capture the Customer's date of birth, process payment and data-capture this information for electronic transfer.

2.1 Outlet locations

2.1.1 The Service Provider shall provide and maintain for the duration of the contract sufficient number of Post Office® Branches capable of providing these services, in line with access criteria, agreed with Her Majesty's Government as the current access criteria is stated in appendix A of this schedule 3 The Parties acknowledge that these access criteria are set by her Majesty's government and therefore may be subject to change from time to time.

2.1.2 Each Post Office® Branch must be assigned a unique reference identification referred to internally by the Service Provider as a FAD code. Post Office® Branches shall provide a check and send service on a minimum of 5 days per week, including Saturday mornings, excluding Bank Holidays.

2.1.3 Minimum opening hours of the Post Office® Branches will be from 09:00 to 17:00 each full day of opening.

2.1.4 The Post Office manages the Network and will provide Tfl with a list of branches on a monthly basis.

2.2 Stock and distribution

2.2.1 1 The Service Provider will take delivery of stock of Applications forms/packs, and secure pre-paid mailers from the Authority. The Authority agrees to provide any such stock to the Service Provider's central distribution site (as notified by the Service Provider from time to time) in accordance with the Service Provider's packaging specifications notified to the Authority from time to time.

2.2.2 The Service Provider will be responsible for the distribution of these stock items to the Post Office® Branches and will use reasonable endeavours to ensure that stock levels are sufficient to meet the stock levels agreed between the Service Provider and the Authority, with due regard to delivery lead times notified to the Authority by the Service Provider. It is understood that this is within predicted demand levels.

2.2.3 The Service Provider will monitor stock levels of dedicated products at their central distribution site and advise the Authority when these need to be replenished, with due regard to production lead times (up to 12 weeks).

2.2.4 The Authority may change the design of the form and/or leaflet from time to time. The Authority will give 30 Business Days' notice prior to material being delivered as described in this paragraph 2.2.4 which will be delivered to the Service Provider in accordance with paragraph 2.2.1 after such notice period has expired. The Service Provider will re-issue any new material delivered pursuant to this paragraph 2.2.4 in accordance with paragraph 2.2.2 in the lead times notified to the Authority by the Service Provider. The Service Provider will re-issue up to one re-designed form, leaflet and envelope to the Post Office® Branches each scheme year without charge. Any further new stock issues will be processed according to the charging schedule set out in Appendix A The current pricing schedule includes distribution costs. However in cases where an Adhoc or special delivery is required, this would be agreed between the parties at the time of the distribution.

2.2.5 The Service Provider will ensure all of the Post Office® Branches are aware of any change in stock at least 14 Business Days after delivery of any new materials into the Service Providers distribution centre in accordance with paragraph 2.2.4 above so that old stock is no longer used once superseded.

2.3 Staff instructions and Training

2.3.1 The Service Provider will ensure that its staff and/or agents carrying out the Services are fully aware of the requirements and process for the scheme, providing training and issuing written instructions and reminders accordingly.

2.3.2 The instructions will be subject to review by the Authority prior to issue. A minimum of 5 Business Days will be allowed for the Authority to respond unless otherwise agreed between the parties.

2.3.3 The Service Provider will keep the instructions under review and if required by the Authority will update and re-circulate the instructions a maximum of twice a year.

2.3.4 The Service Provider may in their discretion also include bulletins and further advice about the schemes in regular communications to staff and/or agents carrying out the check and send service.

2.3.5 The Service Provider will monitor the quality of the Services provided by the Post Office® Branches, including reference to information on rejection reasons and rates provided by the Authority.

2.3.6 The Service Provider will use reasonable endeavours to contact any specific Post Office® Branch named by the Authority as the subject of a serious complaint by a Customer within one Business Day and report back to the Authority within a further Business Day with a status update and the steps that need to be taken to resolve any such complaint in the Service Provider's usual complaints handling procedure.

2.3.7 The Service Provider will contact any specific Post Office® Branch named by the Authority as not observing process, not holding stock or other breach within 2 Business Days and report back to the Authority within a further 2 Business Days with a status update and the steps that need to be taken to resolve any such breach.

2.4 Zip and 60+ Application Requirements

The Service Provider shall validate the Zip or 60+ Application by checking that the Application form or verification letter has been, as far as it is aware, correctly submitted and fully completed, and data-capturing the following relevant information (where appropriate) to be electronically transmitted to the photocard production sub-contractor:

2.4.1 The applicant's full postal address including post code

2.4.2 The photograph is suitable in that hats and head coverings are not permitted, except when worn for religious or medical reasons, and the full facial features are clearly visible.

2.4.3 The applicant's identity and date of birth is supported by proof of the child's age which can be a driving licence (16+ only) a birth certificate, passport, ID card from a European Economic Area or Biometric Residents Permit.

2.4.4 The applicant has signed the form

2.4.5 For the 16+ Zip scheme, Applications must also be supported by proof of identity and address which can be a recent residential utility bill, council tax bill, building society or credit card statement, council or housing association rent book or statement or driving licence.

2.4.6 For the 16+ Zip scheme, where the Customer's Application hasn't been stamped by their school or college, or where the Customer is not a London resident, advise them that they are only eligible for the half-rate bus and tram concession, unless there are any changes to the eligibility criteria of the scheme agreed between the parties.

2.4.7 The form has been signed and dated by the Parent or Guardian (where applicant is aged under 18)

2.4.8 The Authority may change its procedures (e.g. eligibility criteria) and form content from time to time to reflect any changes in Government policy. Application forms will be updated at the start of every scheme year (1 September), and the Service Provider will need to be flexible in their process to accommodate such changes.

2.5 Bus & Tram Discount Scheme Application Requirements

The Service Provider shall validate the Bus & Tram Discount Scheme Application by checking that the Application has been correctly submitted and fully completed, including:

2.5.1 Check that Jobseekers Allowance (JSA) applicants have had their Application form authorised by a Jobcentre Plus and have provided appropriate proof of ID

2.5.2 Check that Income Support (IS)/Employment and Support Allowance (ESA) customers have provided appropriate proof of ID and relevant Department of Work and Pensions/Jobcentre Plus letter.

2.5.3 As the benefits that applicants receive may change in line with Government policy, the Service Provider may need to check other proofs of eligibility or authorisation than those listed above as notified by the Authority and agreed by the Service Provider from time to time.

2.5.4 Check that the applicant resides in a London borough

2.5.5 Check that the applicant is aged over 18 and under 60 years old.

2.5.6 If the Application form is correctly filled in, issue customer with a paper photo card, affixing the photograph they provide

2.5.7 Complete expiry date on the photocard. Ensure that expiry date on the photocard is 6 months from Application date.

2.5.8 Ensure the collection point section of the Application form is completed including date, branch code, photocard number and expiry date.

2.5.9 The scope of the scheme may change during the life of this contract, so different proof of ID or authorised may be introduced as notified by the Authority and agreed by the Service Provider from time to time.

2.5.10 Where an error has been made in respect to the information written on a paper photocard by a Service Provider representative, then the photocard must be destroyed and the customer given a new one with the correct information. Under no circumstances should the Service Provider representative attempt to correct an error on a photocard as any changes that could be deemed to be defacement, may put the customer at risk of scrutiny from the authorities revenue inspection officers.

2.6 Processing

The Service Provider shall:

2.6.1 Issue Applications forms (and leaflets if required) to the Customer on request. Application forms will be retained behind the counter in relevant Post Office® Branches.

2.6.2 Receive the completed Application or verification letter.

2.6.3 Carry out the relevant verification procedures set out in paragraphs 2.4 and 2.5 above.

2.6.4 Check that the documentation offered as proof of age is valid and as far as the staff member and/or agent is aware has not been altered.

2.6.5 If the Application or verification letter does not conform, the Service Provider will reject the Application and will not take an Application fee where a fee would be due (or receive payment from The Authority)

2.6.6 Where applicable, verify that there is a photograph and that the photograph is a true likeness of the applicant (Bus & Tram Discount only) and for all schemes is suitable for purpose e.g. full face, conforming to size requirements, face not obscured, photograph not damaged.

2.6.7 Accept any applicable fee by any method acceptable to the Service Provider save that the Service Provider will not accept cheques.

2.6.8 For Application forms, stamp the form and issue a Customer receipt and complete any other part of the form as described in the instructions. For verification letters, ensure all documentation is correct, take the payment (where applicable) and return the verification letter to the customer.

2.6.9 For Oyster photocard Applications, return the receipt to the Customer and advise that the cards will be delivered to the address given on the form within the response time stated on the Application form.

2.6.10 For Bus & Tram Discount scheme, issue with a paper photo card as per section 2.5.

2.6.11 Refer any further queries from the Customer to the Authority or the helpline number printed on the Application form or verification letter.

2.6.12 Arrange to send Applications forms to the photocard production company notified to the Service Provider by the Authority daily using normal Royal Mail delivery services.

2.6.13 From time to time the Authority may ask that specific Post Office® Branches vary the acceptance criteria for named applicants (subject to a total of 20 such requests in any 12 month period). The Authority will notify the Service Provider in writing giving at least 5 Business Days' notice. The Service Provider will confirm delivery of the request within 3 Business Days of receipt.

2.7 Care of Application forms

2.7.1 If photographs become separated during processing at the Post Office® Branches, the Service Provider should make every effort to match them with the Application forms (the applicant is advised to write their name on the reverse as part of the process).

2.7.2 As the Application forms will subsequently be scanned by the Authority's card fulfilment sub-contractor they should not be stapled, folded or banded in any way. Adhesive tape should not be used.

2.8 Performance criteria and service levels

2.8.1 The Service Provider will provide the Authority with a list of period dates at the beginning of each financial year. These will detail period start and end dates and also dates that invoices should be issued to the Authority and dates that the Authority should expect accounts to be settled.

2.8.2 The aim of the check and send process is to ensure that all Applications are valid and ready for processing. Dealing with incomplete or invalid Applications affects turnaround time and results in additional costs for the Authority.

2.8.3 The Service Provider's Key Personnel referred in Schedule will manage the contract with the Authority and will have regular contact to ensure performance is managed effectively.

2.8.4 Subject to paragraph 2.8.5, 2.8.6 and 2.8.7 below the Service Provider will reimburse any Charges paid by the Authority to the Service Provider for the check and send operation which relate to any Applications rejected at the card fulfilment sub-contractor for missing data from mandatory fields. The mandatory fields are:

- Applicant forename and surname
- Applicant dated signature,
- Parent/guardian forename and surname
- Parent/guardian dated signature (where required).
- Valid date of birth (Which matches documentation provided)

For the avoidance of doubt missing data from mandatory fields would not include an incorrect postcode or address.

2.8.5 Any reimbursement by the Service Provider pursuant to paragraph 2.8.4 above shall be limited to the amount of 5% of the total Charges paid by the Authority to the Service Provider for the check and send operation in any Quarter.

2.8.6 The Authority will provide monthly stats to the Service Provider on rejections rates. These will be provided as soon as possible at the beginning of every month in relation to the preceding month.

2.8.7 The Service Provider and the Authority will meet every Quarter, either face to face or via conference call to discuss whether any monies are owed due to rejected applications in accordance

with paragraph 2.8.4 and 2.8.5 in the preceding Quarter. If any monies are due, these will be reimbursed by the Service Provider via a credit note.

2.8.8 In the event that a specific reason for rejection is frequent the Service Provider and the Authority will work together to consider the design of the Applications to prevent such mistakes.

2.8.9 On a reasonably endeavours basis, no Post Office® Branch should be out of stock of the Application form or mailer for more than 3 Business Days.

2.8.10 Where Post Office® Branches run out of stock of the Application form or mailer and such materials are available for distribution at the Service Provider's processing centre, the Service Provider will take all reasonable steps to restore stock levels within three days of the Authority.

2.9 Reports

2.9.1 The following reports are to be submitted by e-mail by the Service Provider to the Authority while it is in their capability to provide them.

Report 1

- Current name: Tfl transactions at Post Offices Frequency- every day (excluding Saturday and Sunday)
- Content: Details the volume of transactions by day for each Tfl product.

Report 2

- Current name: Tfl Previous Period
- Frequency- Within 5 days after the PO period end.
- Content: Details the volume of Tfl products have been processed by branch.

Report 3

- Current name: Tfl Bus & Tram photocard Frequency - Within 5 days after the PO period end
- Content: Details the volume of Bus & Tam photocard applications that have been processed by each branch in the previous period.

3 Innovation and future developments

The Authority's aspiration is to encourage more customers to self-serve through online web-accounts. As experts in providing solutions to check and send services, the Service Provider shall recommend innovations and changes to processes to improve take up of such accounts, in particular, with overcoming any obstacles encountered in eligibility and identity verification and fee payment during the online Application process.

Further, where Customers may find online Applications challenging, then offer alternative services to the conventional paper Application route.

4 Security

4.1 The Service Provider will ensure that Post Office® Branches to be used to fulfil any part of the process referred to within this requirement adopt reasonable physical security measures to reduce the risks of any criminal, or other, activity to the detriment of the Authority.

4.2 To enable minimal disruption in the event of 'disaster', a full system back up of the database recording payments due to the Authority shall be undertaken by the Service Provider at the end of each working day, and stored off site.

4.3 During the contract, the Service Provider shall inform the Authority when problems arise so that security and fraud prevention/reduction methods can be the subject of continual ongoing review, to keep the risk as low as reasonably practicable.

4.4 Access/password levels should be devised for operators, with any attempt at unauthorised access being referred automatically to management, with a distinct transaction audit trail being maintained.

4.5 The Service Provider shall have and maintain written practices and procedures covering all aspects of the performance of the Contract and business continuity and disaster recovery practices. These will include but not be limited to:

4.5.1 physical and logical (IT) security, including intruder detection

4.5.2 fire prevention/detection

4.5.3 Assurances that customers data is properly safeguarded and processed in accordance with the requirements of the Data Protection Act (1998).

4.5.4 transfer of funds to the Authority

4.5.5 action to be taken to suspend and investigate any Post Office® Branch suspected of aiding fraudulent Applications.

Annex A to Schedule 3.

Post Office Access Criteria

Post Office Ltd has an agreed access criteria with Her Majesty's Government to protect vulnerable customers in deprived urban areas, rural and remote areas. The criteria are detailed below.

Nationally

- 99% of the UK population to be within 3 miles and 90% of the population to be within 1 mile of their nearest Post Office® branch.
- 99% of the total population in deprived urban¹ areas across the UK to be within 1 mile of their nearest Post Office branch.
- 95% of the total urban² population across the UK to be within 1 mile of their nearest Post Office® branch.
- 95% of the total rural³ population across the UK to be within 3 miles of their nearest Post Office® branch.

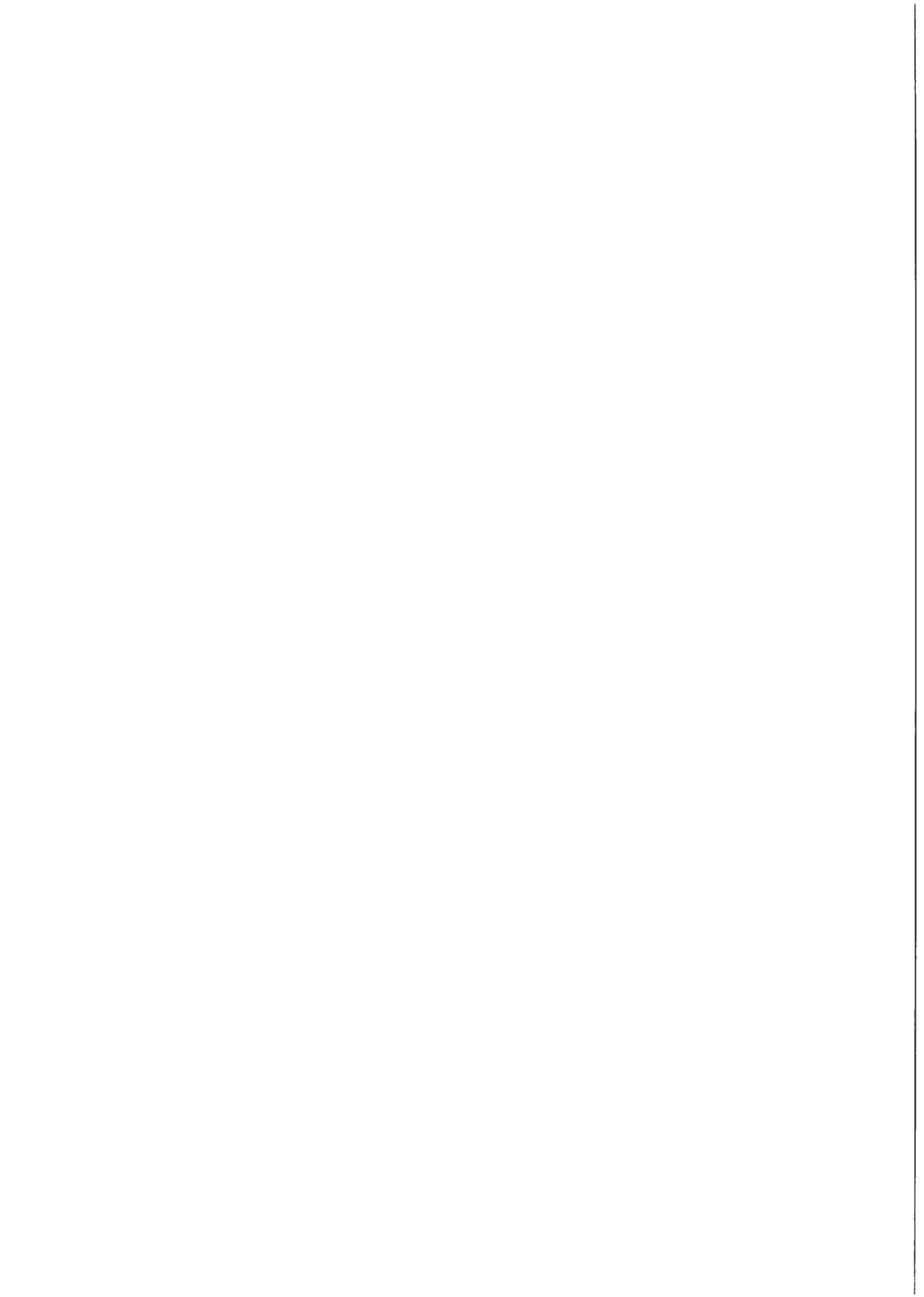
In addition, for each individual postcode district:

95% of the population of the postcode district to be within 6 miles of their nearest Post Office® branch.

- Deprived urban - The most disadvantaged urban parts of the UK based on the Indices of Multiple Deprivation (top 15% Super Output Areas in England, 15% of Data Zones in Scotland and 30% of Super Output Areas in Wales and Northern Ireland).
- Urban - A community with 10,000 or more inhabitants in a continuous built up area.
- Rural - A community not covered by the definition of Urban above.

The core opening hours for our Crown branches are 09:00 - 17:30 Monday to Saturday, except Tuesdays whereby opening is 09:30-17:30 to allow dedicated colleague training to take place.

The majority (97%) of the network are classed as agency branches, with opening times that vary from 5am to 11pm, 7 days per week. Predominantly, many branches operate on similar hours to the Crown branch cores hours.



Annex 4 – Authority Responsibilities

1. Introduction

- 1.1 The responsibilities of the Authority set out in this Schedule 3 shall constitute the Authority Responsibilities under this Agreement. Any obligations of the Authority specified in the Authority Requirements and Schedule 4.1 (Contractor Solution) shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically highlighted as "Authority Responsibilities" and cross referenced in the table in Paragraph 3 of this Schedule.
- 1.2 The responsibilities specified within this Schedule shall be provided to the Contractor free of charge, unless otherwise agreed between the Parties.

2. General Obligations

- 2.1 The Authority shall:
 - 2.1.1 perform those obligations which are set out in the Clauses of this Agreement and the Paragraphs of the Schedules (except Schedules 2.1 (Authority Requirements) and 4.1 (Contractor Solution) and/or where these are set out under Authority Requirements in the applicable Call Off Agreement);
 - 2.1.2 use its reasonable endeavours to provide the Contractor with access to appropriate members of the Authority's staff, as such access is reasonably requested by the Contractor in order for the Contractor to discharge its obligations throughout the Term;
 - 2.1.3 provide sufficient and suitably qualified staff to fulfil the Authority's roles and duties under this Agreement as defined in the agreed Implementation Plan;
 - 2.1.4 use its reasonable endeavours to provide such documentation, data and/or other information that the Contractor reasonably requests that is necessary to perform its obligations under the terms of this Agreement provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority; and
 - 2.1.5 procure for the Contractor such agreed access and use of the Authority's premises, facilities, including relevant ICT systems as is reasonably required for the Contractor to comply with its obligations under this Agreement, such access to be provided during the Authority's normal working hours on each Working Day or otherwise as agreed by the Authority (such agreement not to be unreasonably withheld or delayed).

3. Specific Obligations

The Authority shall, in relation to this Agreement perform the Authority's responsibilities identified as such in this Agreement the details of which are set out below:

Document	Location (Paragraph)
Annex 1, Call Off Order Form	1. Definitions (Authority's Oyster Photocard Provider)
Annex 1, Call Off Order Form	1. Definitions (Concessions System)
Annex 1, Call Off Order Form	1. Definitions (IDV)
Annex 1, Call Off Order Form	Clause 3.3.28
Annex 1, Call Off Order Form	Clause 3.3.31
Annex 1, Call Off Order Form	Clause 3.3.35
Annex 1, Call Off Order Form	Clause 3.6.2
Annex 1, Call Off Order Form	Clause 3.12.1
Annex 1, Call Off Order Form	Clause 3.12.3

Annex 5 – Outline Implementation Plan

NOT USED

Annex 6 – Charges and Invoicing

PART A - CHARGING

1. Purpose of this Part A of the Schedule

The purpose of this Part A of the Schedule is to set out the provisions relating to:

- 1.1 Milestone Payments;
- 1.2 the Charges applicable to the Services;
- 1.3 payments for Authority Cause;
- 1.4 retentions;
- 1.5 Service Credits;
- 1.6 Delay Payments;
- 1.7 Charges for Changes;
- 1.8 indexation; and
- 1.9 time and materials Charges.

2. Milestone Payments – Not Used

3. Service Charges

3.1 Within thirty (30) days of the end of each Invoicing Period, the Contractor shall deliver an invoice to the Authority (in accordance with Paragraph 2 of Part B to this Schedule) in respect of the Service Charges (outlined in Paragraph 3.2 below) for the Services carried out by the Contractor during that Invoicing Period.

3.2 The Authority will pay the Service Charges to the Contractor for all operations services carried out in each Invoicing Period from the Cut Over Date to the end of Term. The Service Charges shall be made up of the following Charges (as applicable):

- 3.2.1 Fixed Charges in accordance with Paragraph 3.4 below;
 - 3.2.2 Volume Charges in accordance with Paragraph 3.5 below;
 - 3.2.3 any amounts retained or set off by the Authority under Clause 22 (Recovery of Sums Due).
- 3.3 The Service Charges will be payable in arrears.

3.4 Fixed Charges

3.4.1 The Fixed Charges to be applied are set out in the table in Appendix 1 to this Schedule.

3.5 Volume Charges

3.5.1 The Volume Charges shall be calculated by reference to actual quantity of Services provided by the Contractor to the Authority in each Invoicing Period in accordance with Paragraph 3.5.2.

3.5.2 The Volume Charge will be determined by multiplying the quantity provided by the Contractor, by the charge per unit, according to the relevant band as set out in the table in Appendix 1 to this Schedule. The charge per unit should be rounded down to the nearest penny.

3.5.3 The Contractor will be required to provide evidence of the number and type of transactions carried out in the Invoicing Period to which an invoice relates to the satisfaction of the Authority. Any discrepancies (including, without limitation, discrepancies between the number and type of transactions documented in an invoice and those received by the Authority) identified after the payment of an invoice shall be reconciled in the invoice which follows the identification of such discrepancy. Any disputes as to the number of transactions carried out by the Contractor in any Invoicing Period shall be submitted to the Dispute Resolution Procedure.

3.5.6 Maximum Total Milestone Payments – Not Used

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4 Delay Payments – Not Used

5 Charges for Change Control

- 5.5** The Contractor shall use the Financial Model to demonstrate any proposed revisions to the Charges arising as a result of any proposed Change.
- 5.6** Where a Change is requested the Contractor will prepare a quotation for the cost of the Change which shall:
- 5.6.6** be based on and reflect the principles of the Financial Model;
 - 5.6.7** include estimated volumes of each type of resource to be employed and the applicable rate card specified in Appendix 2 to this Schedule;
 - 5.6.8** include full disclosure of any assumptions underlying such quotation; and
 - 5.6.9** include evidence of the cost of any assets required for the Change.
- 5.7** If the Change is adopted by the Authority in accordance with Part A of Schedule 8.2 (Change Control Procedure and Call-Off Process) then the Contractor will update the Financial Model in accordance with the provisions of Schedule 7.5 (Financial Model).
- 5.8** Any Changes to the Charges shall be developed and agreed by the Parties such that the Contractor's profit margin on such Changes shall be no greater than that applying to the Charges as at the Effective Date (being [•]%).

6 Indexation

- 6.5** Indexation shall not apply.

7 Service Credits – Not applicable

8 Time and Materials

- 8.5** Charges for Additional Services which are to be calculated on the basis of a "Time and Materials Charge", shall be calculated by applying the Day Rate Card specified in Appendix 2 in accordance with this Paragraph 10.1 provided that in no event shall the rates applicable to a Time and Materials Charge exceed the rates set out in the Day Rate Card set out in the Appendix to this Schedule 7.1 (Charges and Invoicing).
- 8.6** The Contractor shall provide a breakdown of any Time and Materials Charge. For the avoidance of doubt, no risks or contingencies shall apply to the provision of Additional Services for which Time and Materials Charges apply.
- 8.7** The Contractor shall keep records of hours worked in the form of timesheets and expenses incurred, and it shall submit a summary of the relevant records with the invoice. The Contractor shall make available copies of the detailed records to the Authority within twenty (20) Working Days after the Authority's request.

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- 8.8** Subject to Paragraph 2 of Appendix 2 to this Schedule, the Contractor may not recover any travel, subsistence or other expense costs incurred for travel in the course of the Contractor's provision of Services.
- 8.9** The Contractor shall be entitled to raise an invoice in respect of any Time and Materials Charges in accordance with Paragraph 2 of Part B to this Schedule.
- 8.10** The Parties agree that this Paragraph 10 shall not apply to any Fixed or Volume Charges and may not be used to vary the Charges for Core Services or Optional Services in any way.

PART B - INVOICING

1. Purpose of this Part B of the Schedule

This Part B of the Schedule sets out the method by which the Contractor shall raise invoices to the Authority for payment, together with the requirements which apply to such invoices, and the payment terms thereof.

2. Contractor Invoices

- 2.1 The Contractor shall prepare and provide to the Authority for approval a draft pro forma invoice within ten (10) Working Days of the Effective Date which shall include, as a minimum, the details set out in Paragraph 2.4 of this Schedule together with such other information as the Authority may reasonably require. If the draft pro forma invoice is not approved by the Authority then the Contractor shall make such amendments as may be reasonably required by the Authority.
- 2.2 The Contractor shall be entitled to raise an invoice in respect of any payment which falls payable to the Contractor pursuant to the Agreement.
- 2.3 The Contractor shall invoice the Authority in respect of Services in accordance with the timescales specified for issue of invoices for the Charges as detailed in Part A of this Schedule.
- 2.4 The Contractor shall ensure that each invoice contains the following information:
 - 2.4.1 the date of the invoice;
 - 2.4.2 a unique invoice number;
 - 2.4.3 the Invoicing Period or other period(s) to which the relevant Charge(s) relate;
 - 2.4.4 the reference number of the purchase order to which it relates (if any);
 - 2.4.5 the dates between which the Services which are the subject of each of the Charges detailed on the invoice were performed;
 - 2.4.6 a breakdown of the Services to which each of the Charges detailed on the invoice relate;
 - 2.4.7 in respect of any Volume Charges detailed on the invoice, details of the number and type of transactions performed during the applicable Invoicing Period to which an invoice relates;
 - 2.4.8 the methodology applied to calculate the Charges;
 - 2.4.9 any payments due in respect of Achievement of a Milestone;
 - 2.4.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Authority under the terms of the Agreement, and, separately, any VAT or other sales tax payable in respect of the same;
 - 2.4.11 details of any Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice;

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- 2.4.12 reference to any reports required by the Authority in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Contractor for validation by the Authority, then to any such reports as are validated by the Authority in respect of the Services);
- 2.4.13 a contact name and telephone number of a responsible person in the Contractor's finance department in the event of administrative queries; and
- 2.4.14 the banking details for payment to the Contractor via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).
- 2.5 In respect of each invoice, the Contractor shall supply to the Authority electronically (two (2) Working Days prior to the issue of such invoice) sufficient information ("**Supporting Documentation**") to enable the Authority to reasonably assess whether the Charges detailed thereon are properly payable. Any such assessment by the Authority shall not be conclusive. The Supporting Documentation shall be provided by the Contractor to such persons as the Authority may notify to the Contractor from time to time for internal review purposes only. The Contractor undertakes to provide to the Authority any other documentation reasonably required by the Authority from time to time to substantiate an invoice.

2.6 [REDACTED]

2.7 Notwithstanding Paragraphs 2.5 and 2.6 above, the Contractor shall (where requested by the Authority) submit invoices and Supporting Documentation in such format as the Authority may specify from time to time to:

[•]

with a copy (again including any Supporting Documentation) to such other person and at such place as the Authority may notify to the Contractor from time to time.

- 2.8 All Contractor invoices shall be expressed in sterling or such other currency as shall be permitted by the Authority in writing.
- 2.9 The Authority shall only regard an invoice as valid if it complies with the provisions of this Part B of this Schedule. Where any invoice does not conform to the Authority's requirements set out in Paragraph 2 of Part B to this Schedule, the Authority will return the disputed invoice to the Contractor. The Contractor shall promptly issue a replacement invoice which shall comply with the same.

3. Payment Terms

Subject to the provisions of Paragraph 2 of Part B to this Schedule, the Authority shall make payment to the Contractor within 30 days of receipt of a valid invoice by the Authority at its nominated address for invoices.

Appendix 1– Service Charges

- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

[Redacted] fixed for the first three years of the call off Contract

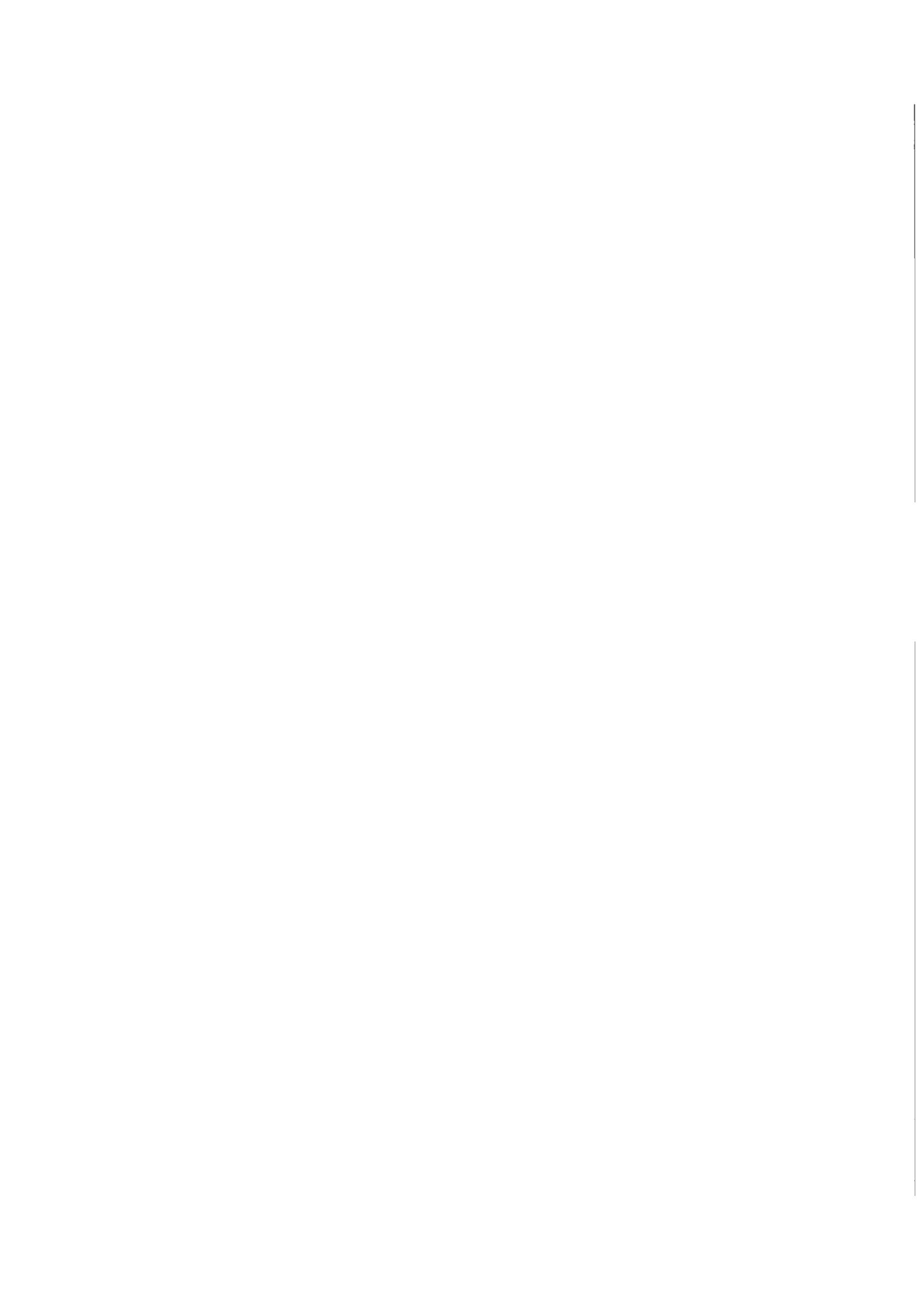
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Annex 7 – Financial Model

NOT USED

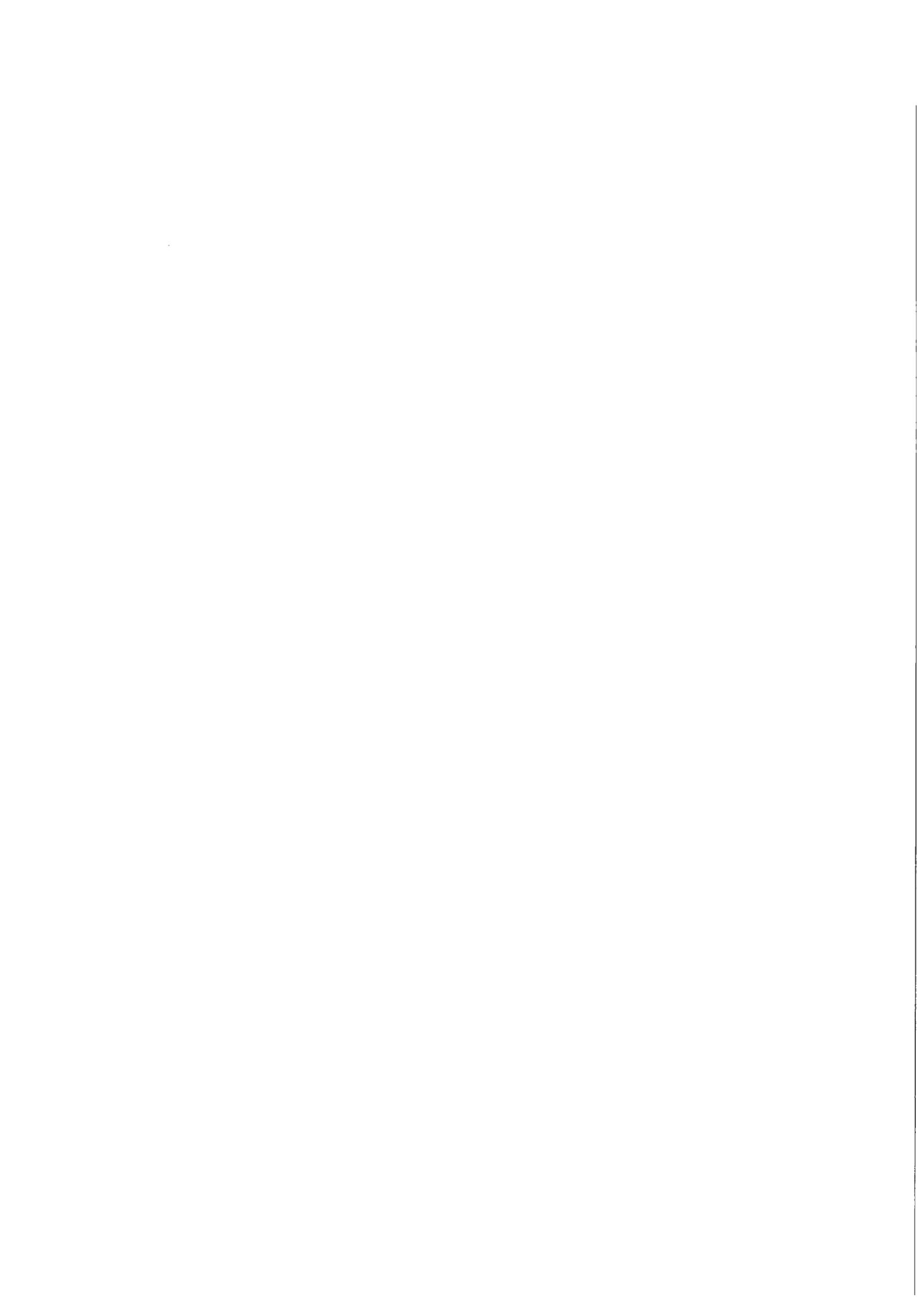
Annex 8 - Key Personnel

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



Annex 9 – Pensions

No additional provisions applicable



Appendix 10 – Insurance Requirements

1. Insurance Covenants

1.1 The Contractor:

1.1.1 shall maintain the Insurances in full force and effect at all times from the Effective Date until the date which is six (6) years following the end of the Term;

1.1.2 shall not cancel the Insurances or make any material change thereto without the express written consent of the Authority, such consent not to be unreasonably withheld or delayed; and

1.1.3 may change the insurers with whom the Insurances are held on an annual basis, upon notice to the Authority at least 10 Working Days prior to any such change. In the event that such a change results in revisions to the terms or cover, Authority consent will be required before the change can be implemented, such consent not to be unreasonably withheld or delayed.

1.2 The Insurances shall be maintained on terms that are as favourable to those generally available to a prudent contractor in respect of risks insured in the international insurance market.

1.3 The Insurances shall be maintained with a reputable insurance company.

1.4 The Contractor shall procure, at no cost to the Authority, in respect of each of the public liability, employer's liability and product liability Insurances that:

1.4.1 each such Insurance shall be extended automatically to indemnify the Authority as Joint Insured to the extent of the Authority's insurable interest; and

1.4.2 the insurers of each such Insurance shall waive all rights of subrogation or action that insurers may acquire against the Authority,

provided that the Authority shall as though they were the insured under the Insurances, observe, fulfil and be subject to the terms, exclusions, conditions and endorsements of the Insurances so far as they can apply.

1.5 The Contractor shall procure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any Insurance or cover, or to treat any Insurance, cover or claim as avoided in whole or part. The Contractor shall use reasonable endeavours to notify the Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or avoid any Insurance, or any cover or claim under any Insurance in whole or in part.

1.6 The Authority may purchase (if possible) any of the Insurances which the Contractor has failed to maintain in full force and effect pursuant to this Agreement. The Authority may recover the premium and other costs incurred in doing so as a debt due from the Contractor.

Appendix

Contents of Broker's Letter

- A) Class:
- Insurer:
- Policy No:
- Period:

Confirmation that the levels of Insurance are at least as required in Paragraph 2 of this Schedule 2.6.

Confirmation that the premiums due under the terms of the policy of insurance are not (and have not previously been) in arrears as at the date of inception or renewal or as at the date of the broker's letter.

- B) Class:
- Insurer:
- Policy No:
- Period of Insurance

Confirmation that the levels of Insurance are at least as required in Paragraph 2 of this Schedule 2.6.

Confirmation that the premiums due under the terms of the policy of insurance are not (and have not previously been) in arrears as at the date of inception or renewal or as at the date of the broker's letter.

- C) Class:
- Insurer:
- Policy No:
- Period of Insurance

Confirmation that the levels of Insurance are at least as required in Paragraph 2 of this Schedule 2.6.

Confirmation that the premiums due under the terms of the policy of insurance are not (and have not previously been) in arrears as at the date of inception or renewal or as at the date of the broker's letter.

- D) Class: [Redacted]
- [Redacted] [Redacted]
- [Redacted] [Redacted]
- [Redacted] [Redacted]

Confirmation that the levels of Insurance are at least as required in Paragraph 2 of this Schedule 2.6.

Confirmation that the premiums due under the terms of the policy of insurance are not (and have not

[REDACTED]

A1 Privacy and Data Protection

For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

- “Authority Personal Data”** Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the Authority, pursuant to or in connection with this Contract;
- “Data Controller”** has the meaning given to it in Data Protection Legislation;
- “Data Processor”** has the meaning given to it in Data Protection Legislation;
- “Data Protection Impact Assessment”** a process used to identify and mitigate the privacy and data protection risks associated with an activity involving the Processing of Personal Data;
- “Data Protection Legislation”** means:
- (a) any legislation in force from time to time in the United Kingdom which implements the European Community’s Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
 - (b) from 25 May 2018 only, the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data (the **“General Data Protection Regulation”**);
 - (c) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data; and
 - (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation;
- “Data Subject”** has the meaning given to it in Data

Protection Legislation;

- “Personal Data”** has the meaning given to it in Data Protection Legislation;
- “Processing”** has the meaning given to it in Data Protection Legislation and **“Process”** and **“Processed”** will be construed accordingly;
- “Restricted Countries”** any country outside the European Economic Area;
- “Sensitive Personal Data”** sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Contract; and
- “Subject Access Request”** a request made by a Data Subject to access his or her own Personal Data in accordance with rights granted in Data Protection Legislation.

A1.1 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Authority is a Data Controller solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor.

A1.2 Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

A1.2.1 The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:

Names, Addresses and any personal information for members of the public applying for travel discounts cards

A1.2.2 The Authority Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:

Names, Addresses and any personal information for members of the public applying for travel discounts cards

A1.2.3 The Authority Personal Data is to be Processed for the following purpose(s):

Applications for Travel Discount eligibility

- A1.2.4 The Authority Personal Data is to be Processed only in the European Economic Area.
- A1.3 Without prejudice to the generality of Clause 22, the Service Provider shall:
- A1.3.1 process the Authority Personal Data only in accordance with instructions from the Authority to perform its obligations under the Contract;
 - A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
 - A1.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations where allowed under applicable law;
 - A1.3.5 where requested to do so by the Authority, assist the Authority in , carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);
 - A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, take appropriate technical and organisational security measures that are satisfactory to the Authority from time to time, against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data;
 - A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.6 and A1.3.8, including, protocols, procedures, guidance, training and manuals.;
 - A1.3.8 notify the Authority without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause A1,

including the unauthorised or unlawful Processing of Authority Personal Data, or its accidental loss, destruction or damage;

- A1.3.9 having notified the Authority of a breach in accordance with Clause A1.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;
- A1.3.10 fully cooperate as the Authority requires with any investigation and audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data). Audits will be limited to one per year and any costs and expenses incurred by the Service Provider in assisting the Authority with any audit shall be the responsibility of the Authority;
- A1.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:
 - A1.3.11.1 from a Data Subject (or third party on their behalf):
 - A1.3.11.1.1 a Subject Access Request (or purported Subject Access Request);
 - A1.3.11.1.2 a request to rectify, block or erase any Authority Personal Data; or
 - A1.3.11.1.3 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation.
 - A1.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data where allowed by applicable law; or
 - A1.3.11.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;

- A1.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.11, including by promptly providing:
 - A1.3.12.1 the Authority with full details and copies of the complaint, communication or request;
 - A1.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Access Request within the relevant timescales set out in Data Protection Legislation; and
 - A1.3.12.3 where applicable, such assistance as is reasonably required by the Authority to enable it to comply with a request from a Data Subject to rectify, block or erase any Authority Personal Data.
- A1.3.13 when notified in writing by the Authority, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within five (5) Business Days from the date of the request at a cost to the Authority to be agreed between the parties;
- A1.3.14 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data; and
- A1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.
- A1.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without prior written consent from the Authority and only where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:
 - A1.4.1 only Process Authority Personal Data in accordance with the Authority's instructions to the Service Provider; and
 - A1.4.2 comply with the same obligations which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 12.1, 16.1, 16.2, 18.1, 20.2, 22 and 23).

- A1.5 The Service Provider shall, and shall procure that any sub-contractor shall:
- A1.5.1 only Process Authority Personal Data in accordance with the Authority's instructions to the Service Provider and as reasonably necessary to perform the Contract in accordance with its terms;
 - A1.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the Authority;
 - A1.5.3 not Process Authority Personal Data in such a way as to:
 - A1.5.3.1 place the Authority in breach of Data Protection Legislation;
 - A1.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;
 - A1.5.3.3 expose the Authority to reputational damage including adverse publicity;
 - A1.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;
 - A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;
 - A1.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - A1.5.6.1 are informed of its confidential nature;
 - A1.5.6.2 are made subject to an explicit duty of confidence;
 - A1.5.6.3 understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
 - A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
 - A1.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior

written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);

Subject always to clause A1.4, the Authority agrees and consents to the Service Provider using sub-contractors to process any Authority Personal Data in connection with the Existing Agreement, and in particular, the Authority consents to the use of the following sub-contractors:

(A) any sub-contractors already engaged by the Service Provider under the Existing Agreement as at the date of this Agreement;

(B) any and all agents and operators appointed by the Service Provider from time to time for the operation of a Post Office branch.

A1.5.8 without prejudice to Clause A1.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data; and

A1.5.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider from time to time.

A1.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).

A1.7 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:

A1.7.1 the Service Provider shall submit a written request to the Authority setting out details of the following:

A1.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;

A1.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;

- A1.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;
- A1.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;
- A1.7.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
- A1.7.3 the Service Provider shall comply with any instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:
 - A1.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and
 - A1.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.
- A1.8 The Service Provider and any sub-contractor (if any), acknowledge:
 - A1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Authority's instructions and the Contract;

- A1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;

- A1.8.4 notwithstanding Clause 26.1.1, if the Service Provider has committed a material breach under Clause A1.8.3 on two or more separate occasions, the Authority may at its option:
 - A1.8.4.1 exercise its step in rights pursuant to Clause A16;
 - A1.8.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
 - A1.8.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.

- A1.9 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.

- A1.10 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
 - A1.10.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law (and will then comply with Clause A1.10.2);
 - A1.10.2 subject to Clause A1.10.1, shall:
 - A1.10.2.1 on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or
 - A.10.2.2 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data.

- A1.11 Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.10.

- A1.12 For the avoidance of doubt, and without prejudice to Clause A1.10, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.

A1.13 The indemnity in Clause 18 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.

A1.14



A2 TESTING & AUDIT

A2.1 The Service Provider shall conduct regular automated vulnerability scans of the Services, and ensure that any identified vulnerabilities are appropriately mitigated or patched in line with the Security Patching standard as detailed in FOCs Framework Schedule 2.5 , taking into consideration the risk posed to TfL and the Services.

A2.2 The Service Provider shall conduct security tests, including ethical hacking and penetration tests, to assure compliance. The Service Provider shall conduct such security tests, as a minimum, every twelve (12) months from the Service Commencement Date and shall include security penetration testing of the Services and the associated technical infrastructure. Wherever the Services are accessible from the internet or other such public network, the Service Provider shall carry out security penetration tests from the internet or the public network.

A2.3 The Service Provider shall, within two (2) months of completion of the security tests, provide a report to TfL setting out:

- (a) the outcome of such security tests including all identified vulnerabilities;
- (b) the Service Provider's plans to remedy each such identified vulnerability as soon as possible, provided that any such remediation must be implemented in accordance with this Call Off Contract

A2.4 The Service Provider shall implement its plans to each identified vulnerability in accordance with the report save to the extent directed by TfL in writing the cost of which will borne by TfL.

A2.5 The Service Provider shall, upon request by TfL, following a security incident, carry out such additional security testing over and above the annual test, the cost of such requests to be borne by TfL.

A2.6 TfL shall by prior agreement be entitled to send a member of TfL Personnel to witness the conduct of any audit or security tests carried out by or on behalf of the Service Provider. The Service Provider shall provide TfL with the results of such audits (in a form agreed with TfL in advance) as soon as practicable after the completion of each audit or test. The cost of witnessing the audits to be borne by TfL and specific reporting will be borne by TfL

A2.7 In addition to complying with the Requirements, PCI DSS where applicable and other relevant industry standards and Good Industry Practice, the Service Provider shall at least once during each twelve (12) month period starting from the

Service Commencement Date, engage an appropriately skilled third party to conduct a formal audit of the Services against the then current versions of the following:

- (a) the security controls, processes and procedures required pursuant to this Agreement;

and shall, within five (5) Working Days of becoming aware of actual or potential security issues which impact or could impact the Services, the Service Provider shall inform TfL of each such issue and shall keep TfL up-to-date as the Service Provider investigates the nature and impact of such issue. Within thirty 30 Working Days of the finalisation of the audit findings, the Service Provider shall provide to TfL a copy of all such findings which are relevant to the Services.

- a. Without prejudice to any other right of audit or access granted to TfL pursuant to this Agreement or at Law, TfL and/or its representatives may with prior agreement carry out such audits in relation to security matters as are reasonably required to assess the Service Provider's compliance except where the Service provider has provided or can provide the assurance and audit reports as required under the Framework
- b. If any test or audit carried out reveals any non-compliance with this Agreement or vulnerability (and, in the case of a TfL audit, TfL has informed the Service Provider thereof), the Service Provider shall, as soon as reasonably practicable, provide TfL with a written plan to remedy each such identified vulnerability as soon as reasonably possible, and be implemented. The Service Provider shall implement its plans to remedy each identified vulnerability in accordance with such report save to the extent directed by TfL in writing.

