SCHEDULE 1

DEFINITIONS

LOT 2

VERSION CONTROL

VERSION NUMBER	DATE	COMMENT
1.0	July 2021	Execution Version

SCHEDULE 1 – DEFINITIONS

Unless otherwise provided or the context otherwise requires, the following expressions have the meanings set out below.

Acceptable Service Level	has the meaning given in Schedule 2.2A (Performance Levels);
Achieve	in respect of a Milestone, the Milestone Achievement Criteria for that Milestone has been achieved by the relevant Milestone Date (as evidenced by the issue of a Milestone Achievement Certificate in accordance with paragraph 7 of Schedule 6.1 (Transition)), and "**Achieved**" and "**Achievement**" shall have corresponding meanings;
Acquired Rights Directive	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
Additional Service	any additional service described in an Agreed Additional Services Proposal (excluding any Transition Service, Operational Service, or other Service that the Supplier is already obliged to provide in accordance with this Agreement) and which potentially includes the services described as such in Schedule 2.2C (Additional Services);
Additional Services Milestone	each milestone set out in an Agreed Additional Services Proposal that is not a Transition Milestone or a Contract Change Milestone;
Additional Services Proposal	a proposal for Additional Services provided by the Supplier substantially in the form set out in Appendix 2 (and which shall include the information set out in paragraph 4.2) of Schedule 2.2C (Additional Services);
Additional Services Request	a request for Additional Services provided by TfL substantially in the form set out in Appendix 1 of Schedule 2.2C (Additional Services);
Adjudication	the procedure set out in paragraph 5 of Schedule 8.3 (Dispute Resolution Procedure);
Adjudicator	the person appointed in accordance with paragraph 5 of Schedule 8.3 (Dispute Resolution Procedure);
Administration Activities	include but are not limited to online account enquiries, Enquiries, Complaints, change of ownership, Exemption applications, change of Customer Account information, Licence surrendering, change of VRM and any other Customer Correspondence received by the Supplier;
Advisory Notice	a notification issued to a Vehicle Licensee advising them of non-safety defect(s) relating to their Vehicle;
Affected Party	the Party seeking to claim relief in respect of a Force Majeure Event;
Affiliate	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect

	common Control with, that body corporate from time to time;
Agreed Additional Services Proposal	each Additional Services Proposal that is agreed by the Parties in accordance with paragraph 4.3.1 of Schedule 2.2C (Additional Services);
Agreed Change Authorisation Note	each Change Authorisation Note executed by the Parties in accordance with paragraph 6.2 of Schedule 8.2 (Change Control Procedure);
Agreement	(a) the Clauses of this agreement together with the appended Schedules and their Appendices; (b) the terms set out in the Agreed Additional Services Proposals; and (c) the terms set out in the Supplier Documentation that is Approved by TfL, as amended in accordance with this Agreement;
Application	an application for the grant, renewal or variation (as applicable) of a Driver Licence, Vehicle Licence, or Operator Licence;
Application Form, Form	This refers to the form that TfL requires Customers to complete, either via their Online Portal or by submitting a postal Application, in order to start or progress the Licence application process e.g. Taxi Driver Application Form, Operator Licence Form(s). There may be multiple forms required to be completed by a Customer in order for TfL to process their Application, depending on the type of Licence required or the circumstances of the Customer e.g. for Drivers - medical conditions, for Operators - the number of Operating Centres the organisation has. Refer to Business Rules for more details;
Application Support Team	TfL's application support team (or any successor team performing the same or similar functions from time to time) which (amongst other things) may notify Incidents to the Supplier from time to time pursuant to this Agreement;
Approval	approval by TfL in accordance with the Document Approval Procedure and "**Approved**" and "**Approve**" shall have corresponding meanings;
Assessment, Customer Assessment	the examinations that that must be carried out by a Customer in order to become a licensed Taxi or Private Hire Driver. The assessments are specific to the type of Licence that the Customer is applying for, and any valid Exemptions that they might hold;
Asset Agreements	has the meaning given in Clause 5.28;
Assets	the Supplier Assets and the TfL Assets;
Assurance Phase	the phase described in paragraph 2.1.4 of Schedule 6.1 (Transition);
Associated Person	has the meaning given in Section 44(4) of the Criminal Finances

	Act 2017;
Audit	any exercise by TfL of its Audit Rights pursuant to Part C of Schedule 7.3 (Financial Reports and Audit Rights);
Audit Agents	(a) TfL's internal and external auditors; (b) TfL's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office (if relevant); (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by TfL to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
Audit Rights	the audit and access rights referred to in Part C of Schedule 7.3 (Financial Reports and Audit Rights);
Authorised User	an individual with access to the Service System who has permissions to act on behalf of TfL. This refers to a direct employee of TfL or any Third Parties authorised and contracted to perform actions on behalf of TfL using the Service System. Authorised Users shall be restricted to accessing specific Service System functionality based on their role. The exact permissions of Authorised Users shall be defined during the Design and Development Phase.
BCDR Plan	the business continuity and disaster recovery plan which the Supplier is required to develop, maintain and implement pursuant to Schedule 8.8 (Business Continuity and Disaster Recovery), as updated from time to time;
BCDR Services	the business continuity and disaster recovery services set out in Schedule 8.8 (Business Continuity and Disaster Recovery);
Beneficiary	has the meaning given in paragraph 1 of Schedule 8.7 (Conduct of Claims);
Block Booking	the action of booking multiple instances of Vehicle Inspections, usually in a continuous timeslot and for a number of Vehicles used by a single Operator;
Booking	a scheduled appointment where a Customer will complete a Component of a Customer Assessment or have their Vehicle inspected by the Supplier i.e. a Vehicle Inspection;
Business Continuity	the continued operation of the Services provided by the Supplier including the Service System and Supplier Assets, in accordance with Schedule 8.8 (Business Continuity and Disaster Recovery);

Business Rules	the policy, rules, business processes and procedures referred to in Schedule 2.3 (Standards) or otherwise provided by TfL to the Suppliers and/or approved by TfL from time to time identifying those circumstances where the Supplier is permitted to have delegated authority from TfL (as appropriate);
CEDR	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
Certificate of Costs	a certificate of costs signed by the Supplier's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by TfL in advance of issue of the relevant certificate) and substantially in the format set out in Appendix 4 to Schedule 7.1 (Charges and Invoicing);
Cessation Plan	a plan agreed between the Parties or determined by TfL: (a) pursuant to Clause 49.3 in relation to a Declaration of Ineffectiveness; or (b) pursuant to Clause 50.3 in relation to a Public Procurement Termination Event;
Change Authorisation Note	a form setting out an agreed Contract Change which shall be substantially in the form of Appendix 3 to Schedule 8.2 (Change Control Procedure);
Change Communication	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Schedule 8.2 (Change Control Procedure);
Change Control Procedure	the procedure applicable to Contract Changes set out in Schedule 8.2 (Change Control Procedure);
Change of Customer Account Information	a request made by a Customer to TfL through a Communication Channel whereby the Customer requests amendment/update to Customer details held in the Customer Account. This includes but is not limited to: change of name, amendment of birthdate etc.;
Change of Ownership	the process through which Vehicle ownership is changed from one owner/registered keeper to another owner/registered keeper;
Change of VRM	the process through which vehicle registration mark (VRM) is changed from one registration to another;
Change Request	a written request for a Contract Change substantially in the form of Appendix 1 to Schedule 8.2 (Change Control Procedure);
Chargebacks	the return of funds to a Customer, initiated by the issuing bank of the instrument used by a Customer to settle a debt. Specifically, it is the reversal of a prior outbound Payment from a Customer's bank account, line of credit, or credit card;
Charges	the charges for the performance of this Agreement set out in, or otherwise calculated in accordance with, Schedule 7.1 (Charges and Invoicing) and the Agreed Additional Services Proposals;

Check and Send Service, Post Office Check and Send Service	a third party service that allows a Customer to appear in person and have their Application checked for completeness and accuracy before the Post Office submits the completed Application to TfL electronically and/or by post on behalf of the Customer;
Claim	has the meaning given in paragraph 2.1 of Schedule 8.7 (Conduct of Claims);
Collection Accounts	the accounts belonging to TfL that all Revenue shall be collected and deposited into by the Supplier as notified by TfL to the Supplier from time to time in writing
Commercial Manager	the TfL commercial manager for this Agreement notified to the Supplier from time to time;
Commercially Sensitive Information	the information listed in Schedule 4.2 (Commercially Sensitive Information) which the Supplier has indicated to TfL that, if disclosed by TfL, would cause the Supplier significant commercial disadvantage or material financial loss;
Communication Channel	the methods through which messages are transmitted between Customers and TfL, the Supplier, the Scan Supplier and the Print Supplier; such as letters, emails, telephone calls, and messages via the Online Portal;
Compensatory/Goodwill Payment	a Payment made to a Customer as a result of a mistake made by TfL or one of its Suppliers. Payments may be made as a gesture of goodwill to the Customer, or to redress a Customer for loss suffered as a result of the error. All Compensatory/Goodwill Payments shall be made in accordance with Appendix 12 Policy-Returns Refunds Policy set out in Schedule 2.1 (Statement of Requirements);
Complaint	a complaint made by a Customer and received and logged in the Service System by the TfL or the Supplier (or a Sub-Contractor) via any Communication Channel;
Compliance Activity, Compliance Activities	the activity or activities performed by the CPOS or Compliance Policing On-Street function of TfL, as requested by Licensing teams or initiated on an ad-hoc basis by CPOS. The purpose of these activities is to enforce Compliance of Vehicles, Drivers and Operators in accordance with any relevant licensing conditions and/or applicable Laws;
Component	a Component is a test or group of tests that constitute a discrete Assessment as part of a Customer Assessment, e.g. an English Language Test;
Confidential Information	(a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to: (i) the Disclosing Party Group; or (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group; (b) other Information provided by the Disclosing Party pursuant

	to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Agreement; (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and (d) Information derived from any of the above, but not including any Information which: (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; (iv) was independently developed without access to the Confidential Information; or (v) relates to the Supplier's: (A) performance under this Agreement; or (B) failure to pay any Sub-contractor as required pursuant to Clause 13.12;
Configure, Configuration, Configurable	configurability refers to the business-as-usual Authorised User functionality required by TfL to edit Lot 2 IVR System settings. Examples of Configuration required include but are not limited to: - setting up automated messages to Customers based on business-defined rules - setting options that a Customer can select when calling the Lot 2 Supplier Contact Centre
Consumer Price Index	has the meaning given in paragraph 8.2 of Schedule 7.1 (Charges and Invoicing);
Contact Centres	the offices used for for receiving calls from Customers or members of the public regarding Taxi and Private Hire licensing services.

	These include the TfL Contact Centre, Lot 2 Supplier Contact Centre, and the TfL Central Complaints Team Contact Centre;
Contact Centre Operational Hours	the hours during which the Lot 2 Supplier Contract Centre is to be operational and taking Customer calls which are 7am – 6pm on each Working Day;
Contact Data	Supplier Contact Data or TfL Contact Data (as applicable);
Continuous Improvement Group	the group described in paragraph 8 of Schedule 8.1 (Governance);
Contract Change	any change to: (a) the Clauses of this Agreement together with the appended Schedules and their Appendices; and/or (b) the terms set out in any Agreed Additional Services Proposal;
Contract Change Milestone	each milestone set out in an Agreed Change Authorisation Note or the Impact Assessment appended to it that is not a Transition Milestone or an Additional Services Milestone;
Contract Manager	the Supplier's contract manager for this Agreement identified in Schedule 9.2 (Key Personnel), with overall management responsibility for the Supplier's performance of Agreement;
Contract Finder	the online government portal which allows suppliers to search for information about contracts worth over £10,000 (excluding VAT) as prescribed by Part 4 of the Public Contract Regulations 2015;
Contract Records	has the meaning given in paragraph 2.1 of Schedule 8.4 (Records);
Contract Year	(a) the twelve (12) month period commencing on the Effective Date; or (b) thereafter, the twelve (12) month period commencing on each anniversary of the Effective Date, provided that the final Contract Year shall end on the Expiry Date or earlier date on which this Agreement is terminated;
Control	the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly;
Controller	has the meaning given in the Data Protection Laws;
Correction Action Notice	has the meaning given in Clause 26.1;
Corrective Action Plan	has the meaning given in Clause 26.2;
Corrective Action Plan Failure	has the meaning given in Clause 26.5;

Correspondence	any form of written communication between Customers and TfL regarding Customer Accounts and/or Licence Records;
Corrupt Act	any payment, gift or other advantage which: (i) would violate any applicable Laws; (ii) was intended to, or did, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; (iii) was made to or for a Public Official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper;
Corruption Law	all Laws in connection with bribery and corruption, including without prejudice to the generality of the foregoing: (a) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December, 1997, which entered into force on 15 February, 1999, and the Convention's Commentaries; (b) the United States Foreign Corrupt Practices Act to the extent that it applies to the Supplier at the Effective Date or subsequently during the Term; (c) the Bribery Act 2010 and, in relation to conduct prior to the Bribery Act 2010 being brought into force, the Public Bodies Corrupt Practices Act 1889 and the Prevention of Corruption Act 1906 (together with the Bribery Act 2010); and (d) legislation or common law concerning fraudulent acts (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017);
Costs	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in performing this Agreement: (a) the cost to the Supplier or the relevant Key Sub-contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including: (i) base salary paid to the Supplier Personnel; (ii) employer's national insurance contributions; (iii) pension contributions; (iv) car allowances; (v) any other contractual employment benefits; (vi) staff training; (vii) work place accommodation; (viii) work place IT equipment and tools reasonably necessary to perform this Agreement (but not

	including items included within limb (b) below); and (ix) reasonable recruitment costs, as agreed with TfL; (b) costs incurred in respect of those Supplier Assets which are detailed on the Registers and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to TfL or (to the extent that risk and title in any Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the delivery of this Agreement; (d) Reimbursable Expenses to the extent these are incurred in performing this Agreement where the relevant Charges are to be calculated on a Fixed Price basis; but excluding: (i) Overhead; (ii) financing or similar costs; (iii) maintenance and support costs to the extent that these relate to maintenance and/or support services in relation to Supplier Assets or otherwise; (iv) taxation; (v) fines and penalties; and (vi) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
COTS	commercial off the shelf Software that is generally available commercially outside of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated save as to price and which has a Non-trivial Customer Base;
Credit Note	has the meaning given in paragraph 9.9 of Schedule 7.1 (Charges and Invoicing);
Credit Rating	means the risk indicator rating of the Supplier as determined by Creditsafe from time to time in writing (or such other credit rating as TfL notifies Supplier from time to time in writing);
CREST	an international not-for-profit accreditation and certification body that represents the technical information security market

	(https://www.crest-approved.org/);
Critical Service Failure	(a) the Service Failure Deduction Cap has been reached (or breached) in any three (3) consecutive Periods, or in any four (4) Periods during any rolling 13 Periods; (b) one (1) or more Service Levels has not been met in any four (4) consecutive Periods (which may relate to the same Service Level or any combination of different Service Levels); or (c) one (1) or more Service Levels has not been met for four (4) or more Service Levels in the same Period;
CRTPA	the Contracts (Rights of Third Parties) Act 1999;
Customer	any person or organisation who holds a Customer Account and/or has applied for or been granted a Licence and includes, as applicable, a holder of a Licence as a Driver, Vehicle or Operator and a Fleet owner;
Customer Account	an electronic record of Customer information stored on the Service System relating to an individual Customer. This is a unique account to capture and maintain details of a Customer as well as their interactions with TfL. The account can be created by the Customer using the Online Portal. Alternatively, it can be created by TfL on behalf of the Customer;
Customer Details	personal information held on the Service System about Customers, usually name, address, contact details, date of birth etc.;
Data	all electronic information stored in the Service System and/or MIS database in whatever form relating to Vehicle, Driver and Operator Licensing, Vehicle Inspections, Assessments, and Compliance Activities. Categories of Data within the Service System and/or MIS include but are not limited to: • Customer Data (i.e. personal details - name, address, contact information) • Inspection Data (Vehicle Inspections performed) • Licence Data (Licences held by Customers and all associated Customer activity) • Driver Data (all Driver Licensing activity) • Operator Data (including Operator Upload Data) • Vehicle Data (Vehicle details) • Payment Data (all Payments and Refunds processed);
Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;

Data Protection Laws	(a) GDPR; (b) Directive (EU) 2016/680 (the Law Enforcement Directive); (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018; (d) any statutory codes of practice issued by the ICO in relation to such legislation; and (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
Data Subject	has the meaning given in the Data Protection Laws;
Data Subject Access Request	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Laws including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling;
Date of Referral	has the meaning given in paragraph 5.20 of Schedule 8.3 (Dispute Resolution Procedure);
Declaration of Ineffectiveness	a declaration of ineffectiveness in relation to this Agreement made by a court pursuant to Regulation 98 of the Public Contracts Regulations 2015;
Declined Payments	payments that are rejected by a relevant merchant acquirer, the relevant issuing bank or other relevant financial institution or company, as appropriate;
Deductions	all Service Credits or any other deduction which is paid or payable to TfL under this Agreement;
Default	any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: (a) in the case of TfL, of its employees, servants, agents; or (b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel, in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other;
Delay	in relation to a Milestone, the period (if any) after the Milestone Date during which the Milestone is not Achieved and "**Delayed**" shall have a corresponding meaning;
Deliverable	any item or feature delivered or to be delivered by the Supplier during the performance of this Agreement;
Design and Development	the phase described in paragraph 2.1.2 of Schedule 6.1

Phase	(Transition);
Disaster	means any circumstance or event which renders, or is likely (in TfL's absolute discretion) to render Supplier Assets, TfL Site, the Supplier Sites, the Premises or Supplier Personnel (or any parts thereof) unavailable, inaccessible, inoperable, or in need of any other restoration, reinstallation, repair, removal, retrieval, re-entering, recovery or replacement;
Disaster Event	any (a) Disaster; or (b) any material failure or disruption of the Supplier's business processes or operations which adversely affects the Services and/or this Agreement;
Disclosing Party	has the meaning given in Clause 19.1;
Disclosing Party Group	(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier and the Sub-contractors; (b) where the Disclosing Party is TfL and any Affiliate of TfL;
Dispute	any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to this Agreement, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
Dispute Notice	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
Dispute Resolution Procedure	the dispute resolution procedure set out in Schedule 8.3 (Dispute Resolution Procedure);
Documentation	descriptions of the Services and Service Levels, and all such other documentation as: (a) is required to be supplied by the Supplier to TfL under this Agreement; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by TfL to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services; (c) is required by the Supplier in order to provide the Services; and/or (d) has been or shall be generated for the purpose of providing the Services;
Documents, Documentation	a piece of written, printed, or electronic matter provided by a Customer that provides information or evidence or that serves as an official record.

Document Approval Procedure	the procedure set out at paragraph 4 of Schedule 8.6 (Document Management);
Document Management System	TfL's document management system from time to time, which at the Effective date is based on the SharePoint platform;
DOTAS	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
Driver	a Customer who holds a valid Taxi Driver Licence or a Private Hire Vehicle Licence;
Driver Licence	has the meaning given in the definition of "Licence";
Due Diligence Information	the information provided to the Supplier by or on behalf of TfL prior to the Effective Date;
Dual Tone Multi Frequency (DTMF)	the technology used to process Payments over the phone using a PCI DSS compliant service. It involves a Customer using their telephone keypad tones to key in their bank account information;
EEA Agreement	the Agreement on the European Economic Area, effective 1 January 1994;
Effective Date	the date on which this Agreement is signed by both Parties;
Employee Liabilities	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following: (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;

	(f) employment claims whether in tort, contract or statute or otherwise; (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
Employment Regulations	the Transfer of Undertakings (Protection of Employment) Regulations 2006;
Encumbrance	any mortgage, charge, pledge, lien, assignment, option, restriction, claim, right of pre-emption, right of first refusal, Third Party right or interest, other encumbrance or security interest of any kind, or other type of preferential arrangement (including a title transfer or retention arrangement) having similar effect;
Enhanced Co-operation Event	has the meaning given in Clause 28.1;
Enhanced Co-operation Notice	the notice described as such in Clause 28.1;
Enhanced Co-operation Rights	has the meaning given in Clause 28.1;
Enquiry, Enquiries	a Customer or member of the public request for information or a Data search and retrieval in relation to the licensing services through any Communication Channel, which for the avoidance of doubt shall include enquiries regarding Payment disputes and Third Party request for information that have not come from the police or other statutory law enforcement agencies such as solicitors and insurance companies;
Environmental Management System (EMS)	part of the management system used to manage environmental aspects fulfil compliance obligations, and address risks and opportunities;
Equality Act	the Equality Act 2010;
Error	a fault or error during provision of the Services arising: (a) from any failure to meet the Statement of Requirements; (b) as a result of any mis-instructions, inaccuracy, incompleteness or “out of date” Documentation, Deliverables or other instructions of the Supplier or the Supplier Personnel; or (c) because the relevant Software, Hardware, Supplier System or Lot 2 Supplier IVR System is not Fit for Purpose;
Escalation Procedure	the procedure set out at Appendix 4 of Schedule 8.1 (Governance);
EU	European Union;
European Union	the political and economic union of certain member states with this name;

Exemption	a condition of a Licence whereby a Customer is not obligated to comply with a specified Licence parameter. In order to receive an Exemption a Customer will have to provide suitable evidence to satisfy the criteria, and thereafter may not have to complete a part of an Application or Renewal process. Exemptions are further detailed within the applicable Business Rules;
Existing Services	all services which TfL uses that are the same or similar to the Services at the Effective Date;
Exit Assistance Notice	has the meaning given in paragraph 5.1 of Schedule 8.5 (Exit Management);
Exit Assistance Period	in relation to an Exit Assistance Notice or the notice provided by TfL pursuant to paragraph 5.2.2 of Schedule 8.5 (Exit Management), the period specified in the Exit Assistance Notice or notice (as applicable) for which the Supplier is required to provide the Exit Services as such period may be extended pursuant to paragraph 5.3 of Schedule 8.5 (Exit Management);
Exit Day	has the meaning given in the European Union (Withdrawal Act 2018);
Exit Information	has the meaning given in paragraph 3.2 of Schedule 8.5 (Exit Management);
Exit Management	the services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of this Agreement from the Supplier to TfL and/or a Replacement Supplier, as set out or referred to in Schedule 8.5 (Exit Management);
Exit Manager	the person appointed by the Supplier pursuant to paragraph 2.3 of Schedule 8.5 (Exit Management) for managing the Supplier's obligations under that Schedule;
Exit Management Status Report	has the meaning given in paragraph 8.1 of Schedule 8.5 (Exit Management);
Exit Plan	the plan produced and updated by the Supplier during the Term in accordance with paragraph 4 of Schedule 8.5 (Exit Management);
Exit Services	the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Appendix 1 of Schedule 8.5 (Exit Management) and any other services required pursuant to the Exit Assistance Notice and/or paragraph 5.2.2 of Schedule 8.5 (Exit Management);
Expedited Dispute Timetable	shall mean, in respect of the relevant parts of the Dispute Resolution Procedure (and/or Escalation Procedure, as applicable) as set out in paragraph 3.2 Schedule 8.3, the expedited time periods set out in more detail in paragraph 3.2 of Schedule 8.3 (Dispute Resolution Procedure);
Expedited Rectification Plan	a Rectification Plan which meets and is subject to the requirements set out in Clause 27 (Rectification Plan Process) save that for the purposes of Clause 27.2 the Supplier shall be required to submit the draft Rectification Plan in such shorter timescales as TfL shall require in writing;

Expiry Date	has the meaning given in Clause 4.2;
Expiry, Expiring, Expire	the point at which an active licence becomes invalid as it has reached it's end date;
Extension Period	has the meaning given in Clause 4.3 of the Agreement;
Factory Acceptance Testing	the testing referred to in paragraph 2.1 of Schedule 6.2 (Testing);
Failure	a negative outcome of a Vehicle Licensing Inspection, given to the Customer in a Vehicle Inspection Report;
Fast-track Change	any Contract Change which the Parties agree to expedite in accordance with paragraph 8 of Schedule 8.2 (Change Control Procedure);
Fee, Fees	the payments required to be made by Customers in order to trigger licensing activity by TfL, e.g. an Application Fee, Renewal Fee. Fees are set by TfL and are Configured in the Service System with specific;
Fee Payment	a transaction made by a Customer or on behalf of a Customer from them to the TfL bank account for a valid licence Fee, using an approved Payment Method or the Post Office Check and Send Service;
Final Reconciliation Report	the financial reconciliation report in such form as required by TfL from time to time in writing;
Financial Distress Event	(a) the Credit Rating of the Supplier or any Key Sub-Contractor is 50 or lower ; (b) the Supplier issue a profits warning to a stock exchange or make any other public announcement, in each case about a material deterioration in its financial position or prospects; (c) the Supplier or any officer or director of the Supplier is indicted for fraud or other financial irregularity; (d) there is a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier; (e) the Supplier commit a material breach of covenant to its lenders; (f) a Key Sub-contractor notifies TfL that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute; (g) any of the following occur: (i) non-payment by the Supplier of any financial indebtedness that is not subject to a genuine dispute; (ii) any financial indebtedness of the Supplier becoming due as a result of an event of default; or

	(h) the cancellation or suspension of any financial indebtedness in respect of the Supplier; or (i) any Key Sub-Contractor suffers an event referred to in Clause 3.2.13 of the Agreement;
Financial Reconciliation	the process of ensuring that two sets of financial records are in agreement. Financial reconciliation shall be performed by the TfL Finance function;
Financial Report Templates	the templates (including any updates) for the Financial Reports provided by TfL to the Supplier from time to time;
Financial Reports	the Periodic Reconciliation Report, Final Reconciliation Report and the Milestone Payment Report;
Financial Representative	a reasonably skilled and experienced member of the Supplier's staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and the Financial Reports;
Financial Transactions	an exchange of funds between TfL and a Customer that has been recorded in the Service System;
Financial Transparency Objectives	has the meaning given in paragraph 2.1 of Schedule 7.3 (Financial Reports and Audit Rights);
Financial Year	the period commencing at the start of each Period 1 and ending at the expiry of each Period 13;
Fit For Purpose	means: (a) in the case of Supplier Assets and Services, that the Service System, Supplier Assets and Services deliver the functionality: (i) for the intended use specified in the Statement of Requirements; and (ii) to the performance criteria and Service Levels set out in this Agreement; (b) in the case of Documentation and any other Deliverables not referred to in (a) above, the relevant Documentation or Deliverables: (i) are complete; (ii) meet any criteria or requirements relevant to the Documentation or Deliverables set out in this Agreement; (iii) are comprehensible to someone with the knowledge and skills of the intended audience; (iv) reflect Good Industry Practice; (v) are consistent with any processes that they describe;

	and (vi) take account of the reasonable comments of the TfL Personnel following prior review, unless otherwise agreed between the Parties;
Fixed Price	the pricing mechanism described in paragraph 6 of Schedule 7.1 (Charges and Invoicing);
Fleet	a group of Private Hire Vehicles used by an Operator;
Fleet Operator Recognition Scheme (FORS)	a voluntary accreditation scheme encompassing all aspects of safety, fuel efficiency, vehicle emissions and improved operations. FORS helps Fleet operators to measure and monitor performance and alter their operations in order to demonstrate best practice;
FOIA	the Freedom of Information Act 2000;
FOI Legislation	the FOIA, the Environmental Information Regulations 2004 and any other applicable Law relating to access to Information held by a public agency or enterprise;
Force Majeure Event	any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-contractor's supply chain;
Force Majeure Notice	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
Former Supplier	a supplier supplying services to TfL before the Relevant Transfer Date that are the same as or substantially similar to the services provided under this Agreement (or any part) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
Functional Requirement	**r**equirements that describe what the Lot 2 IVR System provided by the Supplier shall be able to do;
Further Transfer Date	means the date on which the Services (or any part of them) cease to be provided by the Supplier and start to be performed by TfL or any Replacement Supplier when (assuming that TUPE applies) the transfer of employment of the Re-Transferring Personnel from the Supplier to TfL or any Replacement Supplier occurs;
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;

General Anti-Abuse Rule	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
General Change in Law	a change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a service that is the same or materially similar to the services provided under this Agreement (including in terms of scope, specification, volume and quality of performance);
Go Live Milestone	the Milestone described as Milestone MS7B in Schedule 6.1 (Transition);
Good Industry Practice	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the services provided under this Agreement to a customer like TfL, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
Groups	the Transition Group, the Relationship Management and Steering Group and the Service Delivery Group and "**Group**" shall mean any of them;
Guarantee	the deed of guarantee in favour of TfL entered into by the Guarantor on or about the Effective Date (which is in the form set out in Schedule 10 (Guarantee)), or any guarantee acceptable to TfL that replaces it from time to time;
Guarantor	Marston Corporate Limited, a company registered in England with company number 09840186 and whose registered office is at Embassy House, 60 Church Street, Birmingham, B3 2DJ;
Halifax Abuse Principle	the principle explained in the CJEU Case C-255/02 Halifax and others;
Handheld Device (HHD)	a mobile piece of computing equipment that can be used in the hand, such as a smartphone or tablet computer, for the purposes of performing Vehicle Inspections using the Service System;
Health and Safety Law Poster	the Health and Safety Executive has a range of health and safety law products. The Health and safety law poster products tell workers what they and their employers need to do in simple terms;
Health and Safety Legislation	all Laws which have as a purpose or effect the protection or prevention of harm to human health, environment or health and safety or compensation for such harm including the Health and Safety at Work Act 1974 (HSWA);
HMRC	HM Revenue & Customs;
Hypercare	enhanced Operational Services to be provided in the Hypercare Period to ensure that any identified Defects and Incidents are resolved quickly and efficiently and the Services are provided in

	accordance with the Service Levels and this Agreement;
Hypercare Period	the period between Achievement of Milestone MS7A (Migration to Live Operations Phase 1 Complete) and Milestone MS8 (Hypercare Period Complete) during which Hypercare is to be provided
ICO	the UK Information Commissioner's Office, or any successor or replacement body from time to time;
ICO Correspondence	any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of the TfL Personal Data;
Identifier	a Vehicle Identifier, Driver Badge, Driver Photocard or Zonal Identifier;
IFRS Accounting Standards and Accounting Policies or IFRS	common rules set by the International Accounting Standards Board to ensure financial statements can be consistent, transparent and comparable around the world;
Impact Assessment	an assessment of a Change Request in accordance with paragraph 5 of Schedule 8.2 (Change Control Procedure), which shall be substantially in the form of Appendix 2 to Schedule 8.2 (Change Control Procedure);
Incident	an event that occurs or is observed during the provision of the Services which causes, or may cause, an adverse impact on the provision or quality of the Services, including errors, service issues, security incidents, and in the case of testing, where the relevant test criteria are not met;
Incident Communication Plan	a plan outlining the steps to be taken by the Supplier and TfL in the aftermath of an Incident, Including: A) the circumstances in which an Incident should be communicated; B)who should the Incident be communicated to; C) the details to be communicated (e.g classification, severity, impact and resolution options, etc)
Incident Log	a report on any Incidents that occur during the Supplier's performance of the Services from time to time;
Incident Report	a report on any Incidents that occur during the Supplier's performance of the Services;
Indemnified Person	TfL and each and every person to whom TfL sub-licenses, assigns or novates any Relevant IPR or rights in Relevant IPR in accordance with this Agreement;
Indemnifier	has the meaning given in paragraph 1 of Schedule 8.7 (Conduct of Claims);
Index	the Consumer Price Index or the Average Weekly Earnings Index (as applicable) as described in paragraph 8 of Schedule 7.1 (Charges and Invoicing);
Indexation	the relevant amount or sum following Indexation;
Indexed Amount	the adjustment of an amount or sum in accordance with paragraph 8 of Schedule 7.1 (Charges and Invoicing);

Indirect Sub-contractors	a person who has entered into an agreement with a direct subcontractor to provide services or perform work required pursuant to the direct subcontractor's contract with a contractor;
Information	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
Information and Records Management Policy	the TfL policy referred to as such in Schedule 2.3 (Standards);
Initial Term	the period of seven (7) years from (and including) the 1 June 2021;
Insolvency Event	(a) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (b) the other Party takes any steps in connection with proposing a reorganisation of the company (commencing negotiations with one or more of its creditors) (whether by way of a voluntary arrangement, company voluntary arrangement, scheme of arrangement, compromise or arrangement or otherwise) or any such reorganisation is effected in relation to it, or it commences negotiations with one or more of its creditors with a view to rescheduling any of its debts or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; (c) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party; (d) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within fourteen (14) days; (e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (f) where : (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up or dissolution of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;

	(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over the other Party; or (iii) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or (iv) the other Party calls a meeting, gives a notice, passes a resolution, makes an application or files documents, or an order is made, or any other steps are taken in respect of obtaining a moratorium or a moratorium is obtained for that Party; or (g) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
Insurances	has the meaning given in paragraph 2.1 of Schedule 2.5 (Insurance Requirements);
Insured	the insured party under an Insurance as identified at Appendix 1 of Schedule 2.5 (Insurance Requirements);
Integration Testing	the Testing described as such in paragraph 2.1 of Schedule 6.2 (Testing);
Intellectual Property Rights	any patents, rights to inventions, trade marks, service marks, trade names and domain names, rights in get-up, rights in goodwill and to sue for passing off, unfair competition rights, rights in designs, copyright and related rights, rights in computer software, database rights, moral rights, Confidential Information, commercial information and technical information (including know-how), research and development data, manufacturing methods and data, specifications and drawings, formulae, algorithms, prototypes and research materials, other intellectual property rights and all similar or equivalent rights of whatever nature, and in each case: (i) whether registered or unregistered; (ii) including all applications to protect or register such rights (and rights to apply to protect or register); (iii) including all renewals or extensions of such rights or applications; (iv) whether vested, contingent or future; and (v) wherever existing;
Intelligence	any information received from a member of the public, a TfL employee, a member of the Taxi or Private Hire trade, a member of the police, or any Third Party which may be used to assist in Compliance Activities. This refers to a report, notification or complaint regarding a Driver, Vehicle or Operator. Sources of intelligence are: • social media; • general public;

	• Complaints; • Drivers; • CPOS;
Interactive Voice Response (IVR) System	a digital technology that allows a computer to interact with humans through the use of voice and DTMF keypad inputs. The telephony system can respond with a menu of choices and allows the Customer to make a response via the keypad or voice;
Interface	each interface described in the Interface Catalogue;
Interface Catalogue	the interface catalogue for Taxi Private Hire notified by TfL to the Supplier from time to time in writing ;
Interface Documentation	the Supplier Documentation described in paragraph 3 of Schedule 6.5 (Systems Integration);
Interface Layer	the interface layer, provided by the Lot 1 Supplier, that enables the Service System to interact with other TfL Systems or Third Party systems by receiving, storing and providing data when requested. The Interface Layer will handle discovery, transformation and access control to provide automated access to services and Data, to any other service that requires it. It will also manage workflow, governance, business orchestration, service management, audit/logging and instrumentation;;
Interface Owner	the entity identified as such in the Interface Catalogue;
Interface Specification	each specification described in paragraph 3.5 of Schedule 6.5 (Systems Integration);
Interfacing System	a Software system managed outside of this Agreement which requires an Interface with the [Service System] as identified in the Interface Catalogue;
Internal Change	Changes to be made by the Supplier to the Services which have no impact on any of: (a) The terms and conditions of this Agreement or any Additional Services Proposal (b) The delivery of the Services; (c) TfL; or (d) Other Suppliers; or (e) Third Parties;
Investors in People Scheme	a standard for people management, offering accreditation to organisations that adhere to the Investors in People Standard;
Invoice	an invoice issued by the Supplier to TfL in accordance with paragraph 9 of Schedule 7.1 (Charges and Invoicing);
IPR	Intellectual Property Rights;

ISFT	the Invitation to Submit Final Tenders issued by TfL on 6 November 2020;
IT Environment	the TfL IT Environment, the Service System and the Supplier System;
ITPD	the Invitation to Participate in Dialogue issued by TfL on 29 April 2020;
Joint BAU Incident Log	has the meaning given in Schedule 8.1 (Governance);
Joint End-to-End Testing	the Testing described as such in paragraph 2.1 of Schedule 6.2 (Testing);
Joint Incident Log	has the meaning given in Schedule 8.1 (Governance);
Key Personnel	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 9.2 (Key Personnel) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 12.5 and 12.6;
Key Role	a role described as such in Schedule 9.2 (Key Personnel) and any additional role added from time to time in accordance with Clause 12.4;
Key Sub-contract	each Sub-contract with a Key Sub-contractor;
Key Sub-contractor	any Sub-contractor: (a) which, in the opinion of TfL, performs (or would perform if appointed) a critical role in the provision of all or any part of this Agreement; and/or (b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Agreement (as set out in the Financial Reports);
Know-How	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to this Agreement but excluding know how already in the other Party's possession before this Agreement;
Law	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or mandatory code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, which in each case is applicable to this Agreement and/or either or both Parties;
LCIA	the London Court of International Arbitration, whose address as at the Effective Date is 70 Fleet Street, London EC4Y 1EU;
Learning Management System	a Software system used by TfL and licenced to the Supplier to facilitate the production of Training Materials and support the delivery of training to Users;

Licence	an authorised certificate granted by or on behalf of TfL giving permission to perform the relevant services relating to Taxi or Private Hire services in accordance with the terms of the relevant licence issued to Drivers and Operators. "**Operator Licence**", **"Driver Licence**", "**Vehicle Licence**" and "**Licensed**" shall be construed accordingly;
Licence Forms	the document issued to a person who has applied for a Licence setting out the terms and conditions upon which the Licence has been granted;
Licence Materials	all physical licence paperwork, photocards, vehicle signage and brass badges provided to a Licensee upon the approval of the Licence Application;
Licence Type(s)	the types of Taxi Licence available to Customers, this includes an 'All London' or 'Suburban' Licence;
Licence Record	has the meaning given in the definition of "Record";
License Plates	means the licence plates, notices or discs issued: (a) in the case of PHVs, pursuant to section 10 of the PHV Act; or (b) in the case of Taxis, pursuant to article 12(1) of the London Cab Order 1934, as amended;
Licensed Software	all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to TfL for the purposes of or pursuant to this Agreement, including any Supplier Software, Third Party Software and/or any Specially Written Software;
Licensee	a Customer of TfL with a valid, expired, surrendered, or revoked Licence;
Licensing	the activity of granting of a Taxi and Private Hire Licence;
Licensing Surrendering	the surrender of Licence by a Customer;
London Living Wage	the basic hourly wage set annually by the Greater London Authority and to be paid to London Living Wage Employees pursuant to Clause 48;
London Living Wage Employees	all employees of the Supplier and employees of any Sub-contractor who are employed for substantially all of their time: (a) in the performance of this Agreement; and (b) within the Greater London Area (as defined in the Greater London Authority Act 1999);
London Trams	TfL's division with this name;
London Underground	TfL's division with this name;

Losses	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
Lot 1 Supplier	the supplier to TfL of the Lot 1 Services being Tata Consultancy Services Limited (company no. 11-84781) or such other supplier as notified by TfL to Supplier from time to time in writing;
Lot 1 Supplier Personnel	all directors, officers, employees, agents, consultants and contractors of the Lot 1 Supplier and/or of any Sub-contractor engaged in the performance of the Lot 1 Supplier's obligations under the agreement between Lot 1 Supplier and TfL in respect of the Lot 1 Services;
Lot 1 Services	the provision, support and maintenance of the Service System and certain other related services in relation to Taxi Private Hire as notified by TfL to Supplier from time to time in writing;
Lot 1 Supplier Interfaces	the Interfaces for which the Lot 1 Supplier is the Interface Owner;
Lot 1 Supplier Service Desk	the service desk to be provided by the Lot 1 Supplier as part of the Lot 1 Services;
Lot 2 Supplier Contact Centre	the customer service centre(s) through which the Supplier interfaces with Customers in accordance the Statement of Requirements and the Agreement and which includes the handling of Vehicle Inspection Bookings, Enquiries, Complaints and/or Payments through any available Communication Channel. The Lot 2 Supplier Contact Centre utilises the Service System and Payment Gateway provided by the Lot 1 Supplier as part of its day-to-day operations;
Lot 2 Supplier Contact Centre Testing	the Testing described as such in paragraph 2.1 of Schedule 6.2 (Testing);
Lot 2 Supplier IVR System	the automated telephony technology provided by the Supplier to handle incoming Customer calls, offer a menu of choices via voice recognition and keypad inputs, and route Customers to the applicable Authorised User;
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence and which can be in the form of viruses, trojans, spyware, adware or otherwise;
Management Information System (MIS)	a centralised end-to-end reporting system provided by the Supplier that shall include but not be limited to ETL functionality into a data warehouse, and a reporting front-end system;
Mayor	the Mayor of London (and "Mayoral" shall be construed accordingly);
Mediation Notice	has the meaning given in paragraph 4.1 of Schedule 8.3 (Dispute

	Resolution Procedure);
Mediator	the independent third party appointed in accordance with paragraph 4.3 of Schedule 8.3 (Dispute Resolution Procedure) to mediate a Dispute;
Merchant Acquirer	a financial institution notified to the Supplier by TfL in writing from time to time that provides the Merchant Acquirer service to the TfL Group pursuant to the TfL Merchant Acquirer Agreement; TfL's Merchant Acquirer shall accept the following card types: 1. VISA; 2. VISA Electron; 3. Mastercard; 4. JCB; 5. Maestro; 6. American Express; and 7. Diners Card;
Merchant Acquirer Service	the service provided by the Merchant Acquirer to TfL Affiliates and which authorises credit card and/or debit card transactions;
Migration Phase	the phase described in paragraph 2.1.3 of Schedule 6.1 (Transition);
Migration Testing	the testing referred to as such in paragraph 2.1 of Schedule 6.2 (Testing);
Milestone	each Transition Milestone, Additional Services Milestone and Contract Change Milestone;
Milestone Achievement Certificate	the certificate issued by TfL when the Supplier has Achieved a Milestone, in the form to be determined by TfL;
Milestone Achievement Criteria	the criteria for the Achievement of the relevant Milestone set out in Appendix 1 of Schedule 6.1 (Transition) or in the relevant Agreed Additional Services Proposal or Agreed Change Authorisation Note (as applicable);
Milestone Achievement Report	the report provided by the Supplier in accordance with paragraph 7 of Schedule 6.1 (Transition);
Milestone Date	the date set out against the relevant Milestone in Schedule 6.1 (Transition) or in the relevant Agreed Additional Services Proposal or Agreed Change Authorisation Note (as applicable) by which the Milestone shall be Achieved;
Milestone MS1	the Milestone described as such in Appendix 1 to Schedule 6.1 (Transition);
Milestone MS2	the Milestone described as such in Appendix 1 to Schedule 6.1 (Transition);

Milestone Payment	the Charges associated with the relevant Payment Milestone as set out in Appendix 1 to Schedule 7.1 (Charges and Invoicing) or in the relevant Agreed Additional Services Proposal (as applicable);
Mobile App, App	a computer program or software application designed to run on a mobile device such as a phone or tablet;
Mobile Inspection Site	a physical location that has been approved by TfL for use as a temporary Vehicle Inspection site;
Mobile Inspection Vehicle	a vehicle provided by the Supplier for the purposes of performing Mobile Vehicle Inspections;
Mobile Vehicle Inspection, Mobile Inspection	a Vehicle Inspection performed by the Supplier using a Mobile Inspection Vehicle;
Mobilisation and Planning Phase	the phase described in paragraph 2.1.1 of Schedule 6.1 (Transition);
Modification	a change made to a Vehicle so that it differs from the manufacturer's original factory specification. Changes include but are not limited to functional, aesthetic and performance related;
MPC Act	the Metropolitan Public Carriage Act 1869 as amended;
Multi-Party Dispute	a Dispute which involves the Parties and one or more Related Third Parties;
Multi-Party Dispute Representatives	has the meaning given in paragraph 7.6 of Schedule 8.3 (Dispute Resolution Procedure);
Multi-Party Dispute Resolution Board	has the meaning given in paragraph 7.6 of Schedule 8.3 (Dispute Resolution Procedure);
Multi-Party Dispute Resolution Procedure	has the meaning given in paragraph 7.1 of Schedule 8.3 (Dispute Resolution Procedure);
Multi-Party Procedure Initiation Notice	has the meaning given in paragraph 7.2 of Schedule 8.3 (Dispute Resolution Procedure);
National Living Wage	the hourly wage rate(s) known as the National Living Wage set by the Secretary of State pursuant to the National Minimum Wage Act 1998 (as amended from time to time);
Net Book Value	the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier as agreed by the Parties as part of the Exit Plan;
Non-Functional Testing	the Testing described as such in paragraph 2.1 of Schedule 6.2 (Testing);
Non-Licensing Inspection	Inspections or tests carried out by the Supplier on behalf of TfL on Vehicles pursuant to the powers conferred upon TfL by the MPC Act and PHV Act, respectively, that do not may not lead to a full Inspection, these include but are not limited to: • Accident inspection

	• VRM change • replacement identifier • compliance unfit inspections • or other post licensing inspections;
Non-trivial Customer Base	a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor;
Notice of Adjudication	has the meaning given in paragraph 5.1 of Schedule 8.3 (Dispute Resolution Procedure);
Notifiable Default	has the meaning given in Clause 27.1;
Object Code	Software and/or data in machine-readable and compiled object code form;
Occasion of Tax Non-Compliance	(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;
OJEU Notice	the notice published in the Official Journal of the European Union with date of dispatch of 8th January 2020 and with reference number DN456625;
Online Account Enquiries	Enquiries received by the Supplier from a Customer which include but are not limited to queries such as: password reset, linking of accounts, Online Portal support etc;
Online Portal	the single web enabled application for all Customer interaction with TfL in relation to Taxi Private Hire through a web interface, which is accessible via a personal computer and/or mobile devices. ;
On-time Delivery Payment	the payments identified as "On Time Payments" in Appendix 1 to Schedule 7.1 (Charges and Invoicing) or the relevant Agreed Additional Services Proposal (as applicable);

Open Book Data	complete and accurate financial and non-financial information which is sufficient to enable TfL to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to: (a) the Supplier's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software; (b) operating expenditure relating to the performance of this Agreement including an analysis showing: (i) the unit costs and quantity of consumables and bought-in services; (ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade; (iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and (iv) Reimbursable Expenses; (c) Overheads; (d) all interest, expenses and any other third party financing costs incurred in relation to the performance of this Agreement; (e) the Supplier Profit achieved over the Term and on an annual basis; (f) assurance that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; (g) an explanation of the type and value of risk and contingencies associated with the performance of this Agreement, including the amount of money attributed to each risk and/or contingency; and (h) the actual Costs profile for each Period.
Open Source Software	any Software used by the Supplier for the purpose of this Agreement that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
Operating Environment	the IT Environment and the Premises;
Operations Review Complete	the Milestone described as such in Appendix 1 to Schedule 6.1

Milestone	(Transition);
Operational Commencement Date	the date on which the Go Live Milestone is Achieved;
Operational Charge Review	the review of the Operational Charges referred to in paragraph 2 of Schedule 7.2 (Value for Money and Benchmarking);
Operational Charges	the Charges for the Operational Services calculated in accordance with Appendix 2 of Schedule 7.1 (Charges and Invoicing);
Operational Requirements	operational requirements describe the Services the Supplier shall perform as part of their contractual obligations to TfL;
Operational Services	the Services to be provided by the Supplier under this Agreement relating to the supply of outsourced inspection and licensing activities in respect of Taxis and Private Hire Vehicles as set out in the Statement of Requirements and this Agreement, excluding the Transition Services;
Operating Centre	any Licensed premises at which an Operator may accept Private Hire Taxi bookings;
Operator	a Licensed person who makes provision for the invitation or acceptance of, or who accepts, Private Hire Taxi bookings as defined by applicable Laws
Operator Licence	has the meaning given in the definition of "Licence";
Other Supplier	any supplier to TfL (other than the Supplier) in connection with Taxi Private Hire and/or the support, maintenance, modification and/or enhancement of the Interfacing Systems and the TfL IT Environment which TfL notifies the Supplier from time to time in writing and/or which the Supplier should have been aware and including the Lot 1 Supplier, the Print Supplier and the Scan Supplier;
Overhead	those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs" or the day cost set out in Appendix 3 of Schedule 7.1 (Charges and Invoicing);
Overpayment	a payment made against a Fee in excess of the Fee amount due;
Parties and Party	have the meanings respectively given on page 1 of this Agreement;
Payments	the making of a financial transaction to or from a Customer via the TfL bank account and by an approved Payment Method or the Post Office Check and Send Service. All Payments shall be recorded in the Service System and associated with a Customer Account and/or Licence Record. Payments may be made by a Customer (via the Online Portal), the Supplier, Scan Supplier, or

	Post Office Check and Send Service. Payments include the following: • Fee Payment • Refunds • Chargebacks • Compensatory/Goodwill Payment;
Payment Details	customer bank account details inputted to the Service System / Payment Gateway in order to make a transaction;
Payment Gateway	the e-commerce system provided by the Lot 1 Supplier that supports the taking of Payments online or via physical terminals. It shall authorise credit and debit card Payments;
Payment Milestone	each Milestone which has an associated Milestone Payment, as identified in Appendix 1 to Schedule 7.1 (Charges and Invoicing) and the relevant Agreed Additional Services Proposals;
PCI DSS	The Payment Card Industry Data Security Standard as administered by the Payment Card Industry Security Standards Council;
Performance Indicator or **PI**	has the meaning given in Schedule 2.2A (Performance Levels);
Performance Indicator Report Date	means the 5th Working Day following the end of each Period, or, if that day is a non-Working Day, the next Working Day thereafter;
Performance Indicator Report(s)	means the reports to be prepared by the Supplier in accordance with paragraph 9 of Schedule 8.1 (Governance).
Performance Team	TfL's performance team (as notified by TfL to Supplier from time to time in writing) which (amongst other things) may extract performance reporting and Services related information pursuant to this Agreement;
Period	each TfL financial period (numbering 1 to 13), typically having a duration of twenty eight (28) calendar days, appearing in the calendar provided to the Supplier by TfL from time to time;
Personal Data	has the meaning given in Data Protection Laws;
Personal Data Breach	has the meaning set out in the GDPR and, for the avoidance of doubt, includes a breach of Clause 21.7.3;
PHV or Private Hire Vehicle	a private hire vehicle within the meaning of section 1(1) of the PHV Act;
PHV Act	Private Hire Vehicles (London) Act 1998
PHV Driver	a Driver of a Private Hire Vehicle;
PHV Driver Licence or Private	a Driver Licence permitting a Customer to be a Driver of a Private

Hire Driver Licence	Hire Vehicle;
PHV Operator Licence	an Operator Licence in respect of Private Hire Vehicle(s);
PHV Roundel	the PHV roundel owned by TfL and which may be issued to a Driver or Operator of a PHV in such form (including paper, disc, sticker) to indicate that the PHV is properly licensed by TfL;
PHV Vehicle Licence	a Vehicle Licence in respect of a Private Hire Vehicle granted under section 7 of the PHV Act;
Potential Projects	the projects described in Appendix 3 of Schedule 2.2C (Additional Services);
Preferred Method of Communication (PMOC)	this refers to the Customer's Preferred Method of Communication. This could include but is not limited to post (i.e. letters), emails, telephone calls, SMS, etc A PMOC will be registered at the point when a Customer first is introduced to TfL (i.e. at Customer Account creation stage), and the Preferred Method of Communication recorded will be used in communicating with the Customer outside of the extra-ordinary legal or business instances when postal Communication Channel will always be applicable;
Premises	the premises from which the Supplier will provide certain Services in accordance with Schedule 13 (Premises);
Print Supplier	the supplier of the print system and print services as specified in more detail in Schedule 2.2C (Additional Services) as notified by TfL to Supplier from time to time in writing;
Print Services	the print services to be provided by the Print Supplier as specified in more detail in Schedule 2.2(C) (Additional Services);
Print System	the hardware and software provided by the Print Supplier in order to fulfil the Printing Services specified in more detail in Schedule 2.3 (Additional Services);
Process	has the meaning given under the Data Protection Laws and "**Processed**" and "**Processing**" shall have corresponding meanings;
Processor	has the meaning given in the Data Protection Laws;
Progress Report	the report described as such in paragraph 6 of Schedule 6.1 (Transition);
Project Board	the internal TfL governance board described in paragraph 3.2.1 of Schedule 8.1 (Governance);
Project Specific IPR	Intellectual Property Rights in items created by the Supplier or any of its Affiliates (or by a third party on their behalf) specifically for the purposes of this Agreement or arising as a result of the performance of the Supplier's obligations under this Agreement and updates and amendments to those items, excluding the Supplier Background IPR or the Specially Written Software ;
Public Official	any person (whether appointed or elected) holding a legislative, administrative or judicial office, including any person employed by

	or acting on behalf of a public agency, a public enterprise (including any officer or employee of a state-owned or state-operated entity) or a public international organisation;
Public Procurement Termination Event	an event occurring if a court determines that one or more of the circumstances described in regulation 73(1) of the Public Contracts Regulations 2015 has occurred;
Quality Assurance	Quality Assurance refers to reviewing a random sample of completed Licensing activities or processes;
Quality Control	Quality Control refers to reviewing a random sample of open Licensing activities or processes, e.g. review of a Licensing Application, before final decisions have been made;
Quality Management System	the collection of business processes which are focused on the consistency of meeting specified Service Levels;
Rate Card	the Supplier's rate card set out in Appendix 3 to Schedule 7.1 (Charges and Invoicing), which comprises labour and software rate cards;
Ready for Service Testing	the Testing described as such in paragraph 2.1 of Schedule 6.2 (Testing);
Receiving Party	the Party which receives a proposed Contract Change; and
Recipient	has the meaning given in Clause 19.1;
Record	an electronic record of Data stored on the Service System by TfL or the Supplier relating to a Licence. Types of Record stored in the Service System shall include but not be limited to: • Contact Record (A uniquely identifiable electronic record of any contact from an unknown Customer through any available communication channel) • Licence Record (containing details of all Customer activity regarding a Licence and relationships to other Licences and Customers) • Application Record (containing all details of a Licence Application sent by the Customer) • Accident Record • Appeal Record • Application Record • Assessment Record • Operating Centre Record;
Rectification Plan	a plan to address the impact of, and prevent the reoccurrence of, a

	Notifiable Default as described in Clause 27.3;
Rectification Plan Failure	(a) the Supplier fails to submit a draft Rectification Plan in accordance with Clause 27.2; (b) TfL rejects the Supplier's draft Rectification Plan in accordance with the Document Approval Procedure; (c) the Supplier fails to perform a Rectification Plan in accordance with its terms; or (d) the relevant Notifiable Default is not remedied (including in relation to any remedial steps to prevent such Notifiable Default from reoccurring), resolved or is in TfL's reasonable opinion unlikely to be resolved within thirty (30) Working Days (or such other period as may be agreed between the Parties) from the date of TfL's notice requiring the Supplier to prepare a Rectification Plan;
Rectification Plan Process	the process set out in Clauses 27.2 to 27.5;
Referral	Where TfL refers a Vehicle to the Supplier for Inspection due to policy inspection or intelligence received;
Referral Notice	has the meaning given in paragraph 5.17 of Schedule 8.3 (Dispute Resolution Procedure);
Referring Party	has the meaning given in paragraph 5.5 of Schedule 8.3 (Dispute Resolution Procedure);
Refund, Refunds	money refunded to a Customer as a result of any of the circumstances detailed in TPH Business Rules 12- Payments and Refunds as referred to in Schedule 2.3 (Standards);
Registers	has the meaning given in paragraph 2.1 of Schedule 8.5 (Exit Management);
Regression Testing	the Testing described as such in paragraph 2.1 of Schedule 6.2 (Testing);
Reimbursable Expenses	reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of this Agreement, calculated at the rates and in accordance with TfL's expenses policy current from time to time, but not including: (a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the sites at which this Agreement is principally to be performed, unless TfL otherwise agrees in advance in writing; and (b) subsistence expenses incurred by Supplier Personnel whilst performing this Agreement at their usual place of work, or to and from the sites at which this Agreement is principally to be performed;
Related Third Party	a party to: (a) another contract with TfL (or TfL) or the Supplier which is

	relevant to this Agreement; or (b) a Sub-contract;
Relationship Management and Steering Group	the group described in paragraph 7 of Schedule 8.1 (Governance);
Relevant Documentation	has the meaning given in paragraph 2.1.1 of Schedule 8.6 (Document Management);
Relevant Employment Vacancy	an employment vacancy within the Supplier's organisation for a member of Supplier Personnel;
Relevant IPR	IPR used to perform this Agreement or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to TfL, their Affiliates or a third party in the fulfilment of the Supplier's obligations under this Agreement including IPR in the Specially Written Software, the Supplier COTS Software, the Supplier Non-COTS Software, the Supplier COTS Background IPR, the Supplier Non-COTS Background IPR, the Third Party Non-COTS Software and the Third Party Non-COTS IPR but excluding any IPR in the TTL Software, the TTL Background IPR, the Third Party COTS Software and/or the Third Party COTS IPR;
Relevant Tax Authority	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
Relevant Transfer	a transfer of employment to which the Employment Regulations applies;
Relevant Transfer Date	means the relevant date or dates on which a Relevant Transfer takes effect on or in connection with the commencement of Services;
Relief Event	any failure by TfL to provide or procure any TfL Responsibility, except to the extent that such failure is: (a) the result of any act or omission by TfL to which the Supplier has given its prior written consent; or (b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;
Relief Notice	has the meaning given in Clause 30.2;
Reminder Notification	correspondence sent to a Customer to remind them that an action is required from them regarding a particular situation concerning their Licence or Application. Reminder Notifications shall typically be sent to Customers using their Preferred Method of Communication as specified on their Customer Account, which shall include but not be limited to: Online Portal, email, or post; Types of notification include but are not limited to: • Payment Reminder Notification • Reminder to provide additional information in support of an

	Application;
Remittance	monies that are sent or transferred to another party;
Renew, Renewing, Renewal	an Operator Licence or Driver Licence renewal;
Replacement Services	any services which are the same as or substantially similar to any of the services provided or obligations performed under this Agreement and which TfL receives in substitution for any of those services or obligations following the expiry or termination or partial termination of this Agreement, whether those services are provided by TfL internally and/or by any third party;
Replacement Supplier	means any replacement supplier or provider to TfL of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;
Reports	the reports to be prepared by the Supplier and submitted to TfL in accordance with the provisions of this Agreement including those reports set out in Appendix 5 to Schedule 8.1 (Governance);
Representatives	the Supplier and its group undertakings and any person acting on its or their behalf, including directors, officers, employees and agents;
Request	a notification received from a Customer to TfL for a material or non-material change to the Customer's Licence or Account. Request types may include but are not limited to: - change a Vehicle Registration Number (Vehicle Licence) - change of address (Driver or Vehicle Licence) - change in Operating Centre location (Operator Licence);
Request for Information	a request for information under the FOI Legislation;
Required Action	has the meaning given in Clause 29.1.1;
Required Change	has the meaning given in paragraph 9.1 of Schedule 8.2 (Change Control Procedure);
Requirements	means the requirements set out in the Statement of Requirements;
Requirements Traceability Matrix	a tabulated document used to correlate the Statement of Requirements through to individual Tests;
Restored	Normal Operation (and, where applicable, any corrupted data) has been restored in respect of an Incident and "**Restore**" and "**Restoration**" shall have a corresponding meaning;
Restricted Country	any country outside the UK and "**Restricted Countries**" shall be construed accordingly;
Retrieval, Licence Retrieval	the activity of obtaining Licence Materials back from a Customer in the event that their Licence has expired or been revoked or suspended. The Licence retrieval activities are performed by the CPOS function upon instructions from the Post-Licensing Team;

Revenue	the revenue due from and payable by Customers and the Fees due and payable to TfL arising out of or in connection with the Services and/or Taxi Private Hire;;
Risks, Issues, Assumptions and Decisions (RAID) Log	the document described in paragraph 3.1.4 of Schedule 6.1 (Transition);
Safety Incident	an unintended event that disturbs normal operations;
Savings	the savings or additional income actually achieved by TfL as a direct result of the implementation of a VfM Initiative;
Scan Supplier	the Supplier of the scan system and scan services as specified in more detail in Schedule 2.2C (Additional Services) as notified by TfL to Supplier from time to time in writing.
Scanning Services	the scanning services to be provide by the Scan Supplier as specified in more detail in Schedule 2.2(C) (Additional Services);
Scan System	the hardware and software provided by the Scan Supplier in order to fulfil the Scanning Services specified in Schedule 2.2(C) Additional Services;
Security Incident	an incident caused or contributed to by the Supplier which affects or may affect the integrity, confidentiality or availability of the Services including any failure, breach hacking, penetration, virus or other Incident in connection with the: A) security of the Assets, Lot 2 Supplier IVR System or Services (or any parts thereof); and B) requirements of Schedules 2.3 (Standards) or 2.4 (Security Management);
Security Management Plan	the Security Management Plan developed and revised pursuant to paragraph 3 of Schedule 2.4 (Security Management);
Sensitive Claim	has the meaning given in paragraph 3.1 of Schedule 8.7 (Conduct of Claims);
Sensitive Personal Data	sensitive or special categories of Personal Data (as defined in Data Protection Laws) which is Processed pursuant to or in connection with this Agreement;
Service Delivery Group	the group described in paragraph 6 of Schedule 8.1 (Governance);
Service Documentation	the instructional and/or operational manuals relating to the Services any other documentation which is to be developed by the Supplier in accordance with this Agreement or which is otherwise necessary for understanding or providing the Services, including without limitation high level designs and design statements in respect of the Systems provided by the Supplier;
Service Failure Deduction	any deductions to the Operational Charges calculated and applied in accordance with Schedule 2.2A Performance Levels, Schedule 7.1 (Charges and Invoicing) and Clause 7;

Service Failure Deduction Cap	has the meaning given in paragraph 2.13 of Schedule 2.2A (Performance Measurement);
Service Failure Points	has the meaning given in Schedule 2.2A (Performance Levels);
Service Issue	an Incident which does not constitute an Error or inconsistency with the Statement of Requirements, but which will or may adversely affect the quality or efficient functioning of the Services or some other non-critical defect that requires rectification;
Service Level or SL	has the meaning given in Schedule 2.2A (Performance Levels);
Service Readiness Testing	the Testing described as such in paragraph 2.1 of Schedule 6.2 (Testing);
Service System	the core technology, including user interfaces, back end system(s), and system interfaces that will, amongst other things, facilitate all Customer interaction with Taxi Private Hire and which will be provided by the Lot 1 Supplier for use by the Supplier, Print Supplier, Scan Supplier and TfL, amongst others;
Service System Update	any modification to, or update or new release of, the Service System;
Services	all of the Supplier's services and obligations pursuant to this Agreement including the Transition Services, the Operational Services, the BCDR Services and the Exit Services;
Site Acceptance Testing	the Testing described as such in paragraph 2.1 of Schedule 6.2 (Testing);
Small or Medium Enterprise (SME)	SMEs are defined by the European Commission as having less than 250 persons employed. They should also have an annual turnover of up to EUR 50 million;
Software	system software, operating systems, applications, programmes and procedures, tools to recreate or recompile any of the foregoing (including build files, compiler files, test scripts and configurations) and all updates and upgrades to any of the foregoing that enable hardware or systems to perform tasks or operations or process data, in each case in Object Code form unless expressly provided otherwise in this Agreement;
Software Supporting Materials	all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for running independently, maintaining and supporting the relevant Software;
Source Code	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
Specially Written Software	any Software created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Agreement, including any modifications or enhancements to Supplier Software or Third Party Software

	created specifically for the purposes of this Agreement;
Specific Change in Law	a change in Law that relates specifically to the business of TfL and which would not affect a service that is the same or materially similar to the Services provided under this Agreement (including in terms of scope, specification, volume and quality of performance);
SQ	the Standard Selection Questionnaire issued by TfL on 8th January 2020;
Standard Licence	a Licence issued for the standard period in accordance with Taxi Private Hire Business Rules. For Driver Licences this is 3 years, for Operator Licences this is 5 years;
Statement of Requirements or "SoR"	all of the requirements set out in Schedule 2.1 (Statement of Requirements);
Staffing Information	has the meaning given in Schedule 9.1 (Employee Transfer and Pensions)
Standards	the standards, policies and procedures identified in Schedule 2.3 (Standards);
Step-In Notice	has the meaning given in Clause 29.1;
Step-In Trigger Event	(a) any event falling within the definition of a Supplier Termination Event; (b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (c) TfL considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement; (d) TfL being advised by a regulatory body that the exercise by TfL of its rights under Clause 29 (Step-In Rights) is necessary; (e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; (f) a need by TfL to take action to discharge a statutory duty; and/or (g) a Rectification Plan Failure occurs;
Step-Out Date	has the meaning given in Clause 29.5.2;
Step-Out Notice	has the meaning given in Clause 29.5;
Step-Out Plan	has the meaning given in Clause 29.6;
Sub-contract	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of this Agreement or facilities or

	services which are material for the performance of this Agreement or any part thereof or necessary for the management, direction or control of this Agreement or any part;
Sub-contractor	means any subcontractor to the Current Service Provider(s), the Supplier or the Replacement Supplier as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them) and includes the sub-contractor of any sub-contractor;
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 Laws;
Supplier	has the meaning given on page 1 of this Agreement;
Supplier Assets	all assets, equipment (including Vehicle Inspection Equipment) and rights used by the Supplier to perform this Agreement excluding the TfL Assets and the Service System;
Supplier Background IPR	Intellectual Property Rights owned by the Supplier, any Affiliate of the Supplier or any Sub-contractor and created before the Effective Date and/or independently of this Agreement (for example the Supplier's know-how or generic business methodologies), which is or will be used for the purpose of this Agreement but excluding Intellectual Property Rights subsisting in the Supplier Software;
Supplier Change Manager	the person appointed to that position by the Supplier from time to time and notified in writing to TfL or, if no person is notified, the Contract Manager;
Supplier Contact Data	has the meaning given in Clause 21.4.1;
Supplier COTS Background IPRs	any embodiments of Supplier Background IPRs that: (a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer Base;
Supplier COTS Software	Supplier Software (including open source software) that: (a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer Base;
Supplier Documentation	any documentation that the Supplier is required to provide to TfL pursuant to this Agreement including the documentation identified in Schedule 6.1 (Transition);
Supplier Interfaces	the Interfaces in respect of which the Supplier is the Interface Owner;

Supplier IPR Claim	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPR save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPR, or the use of TTL Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Agreement or for a purpose not reasonably inferred from the Statement of Requirements or the provisions of this Agreement;
Supplier Licensed IPR	the Supplier Software, the Supplier Background IPR, the Supplier Documentation, Specially Written Software and Project Specific IPR;
Supplier Non-COTS Background IPRs	any embodiments of Supplier Background IPRs that have been delivered by the Supplier to TfL and that are not Supplier COTS Background IPRs;
Supplier Non-COTS Software	Supplier Software that is not Supplier COTS Software;
Supplier Non-Performance	has the meaning given in Clause 30.1;
Supplier Personnel	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement;
Supplier Premises	those premises which have addresses expressly set out in Schedule 4.1 (Supplier Solution);
Supplier Profit	in relation to a Period or a Payment Milestone (as the context requires), the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant Period or Payment Milestone;
Supplier Profit Margin	in relation to a Period or a Payment Milestone (as the context requires), the Supplier Profit for the relevant Period or Payment Milestone divided by the total Charges over the same Period or in relation to the relevant Payment Milestone and expressed as a percentage;
Supplier Request	a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute;
Supplier Site	any building owned, leased and/or licensed by the Supplier or any Sub-contractor where the Supplier or relevant Sub-contractor carries out any part of this Agreement;
Supplier Software	software which is proprietary to the Supplier (or an Affiliate of the Supplier or any Sub-contractor) and which is or will be used by the Supplier or any Sub-contractor for the purposes of providing the Services,, including the Software specified as Supplier Software in Schedule 5 (Intellectual Property);

Supplier Solution	the Supplier's technical solution for this Agreement set out in Schedule 4.1 (Supplier Solution);
Supplier System	any information and communications technology system used by the Supplier in performing this Agreement (including the Toolsets but excluding the Service System and the TfL IT Environment);
Supplier Termination Event	(a) a Critical Service Failure results from the recurrence of an earlier problem which previously resulted in the same or a similar Critical Service Failure and which the Supplier advised had been resolved by a previous Rectification Plan; (b) the Supplier committing a material Default and either the material Default is irremediable or the Supplier has failed to remedy the material Default within ten (10) Working Days from the date of written notice to the Supplier giving details of the material Default and requiring it to be remedied; (c) as a result of the Supplier's Default, TfL incurring Losses which exceed 80% of the value of any of the liability caps set out in Clauses 23.4.1 and 23.4.2; (d) a Rectification Plan Failure; (e) where a right of termination due to the Supplier's Default and/or by reference to Clause 32.1.1 is expressly stated in this Agreement; (f) the representation and warranty given by the Supplier pursuant to Clause 3.2.9 being materially untrue or misleading; (g) the Supplier committing a material Default under Clause 8.14 or failing to provide details of steps being taken and mitigating factors pursuant to Clause 8.14 which in the reasonable opinion of TfL are acceptable; (h) an Insolvency Event occurring in respect of the Supplier or the Guarantor; (i) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of TfL with the Guarantor or with another guarantor which is acceptable to TfL); (j) a change of Control of the Supplier or Guarantor unless TfL has given its prior written consent to the particular change of Control which subsequently takes place as proposed (provided that TfL shall be entitled to withhold its consent only where TfL considers the change of Control will have a material adverse impact on the Supplier's performance of this Agreement and/or for any policy, political or reputational reason at TfL's absolute discretion); (k) a change of Control of a Key Sub-contractor unless, within six (6) months of being notified by TfL that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-

	contract which is approved by TfL pursuant to Clause 13; or (l) the Supplier fails to Achieve any Milestone by three (3) months following the relevant Milestone Date; (m) TfL's exercise of its step in rights pursuant to Clause 29 continues for a period of three (3) months or more; (n) a Force Majeure Event has occurred and the Supplier has not acted in accordance with the BCDR Plan; (o) the Supplier fails to provide the Operational Services in full by the Milestone Date set out in Schedule 6.1 (Transition) for the Go Live Milestone; (p) the Supplier is in breach of: (i) Clause 18 (TfL Data and Security Requirements); (ii) Clause 24 (Insurance); (iii) Clause 36 (Conflict of Interest) (iv) Clause 39 (Assignment and Novation) (v) Clause 42 (Prevention of Fraud and Bribery) (q) the Supplier fails to comply with Schedule 2.4 Security Management.
Supporting Information	sufficient information in writing to enable TfL reasonably to assess whether the Charges detailed in the relevant Invoice are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts;
Surrender, Surrendered	the returning of a Licence by an Operator, Driver or Vehicle Licensee making the Licence no longer valid. The surrender of a Licence by a Customer;
Suspense Account	a temporary holding place for transactions that have not been vetted as to which account or function the charges should be associated;
Suspension, Licence Suspension	this refers to temporarily preventing a Driver from driving or operating a taxi or private hire vehicle either: • For a period (e.g. one month, two months, or three months) due to an infraction e.g. not carrying a badge • Pending the outcome of a decision- This type of suspension is currently under legal challenge. The process for suspending a Licence in accordance with the applicable Law;
Systems Integration	the arrangements described in Schedule 6.5 (Systems Integration);

Systems Integration Manager	the role described in paragraph 2.7 of Schedule 6.5 (Systems Integration);
Systems Integration Plan	each plan described in paragraph 3.4 of Schedule 6.5 (Systems Integration);
Systems Integration Strategy	the strategy described in paragraph 3.2 of Schedule 6.5 (Systems Integration);
Target System	A target system is a system or application that receives/consumes data from the new Service System.
Taxi	any carriage Licensed for the conveyance of passengers which applies for hire within the Greater London Area and is neither a stage carriage nor a tramcar in accordance with The Metropolitan Public Carriage Act of 1869;
Taxi Driver Licence	a Driver Licence permitting a Customer to be a Driver of a Taxi;
Taxi Private Hire or TPH or Taxi and Private Hire	the TfL business function that is responsible for licensing all Taxi and Private Hire Drivers, Vehicles and Operators within the Greater London area;
Taxi and Private Hire (TPH) Operations	the operational teams within the Taxi and Private Hire business that perform licensing administration activities, including but not limited to: setting up Customer Accounts, reviewing Licence Applications, managing investigations that may result in suspending or revoking a Licence, and handling Customer Enquiries and Complaints;
Term	the period this Agreement is in force as defined in Clause 4.1;
Termination Date	the date set out in a Termination Notice on which this Agreement (or a part of it as the case may be) is to terminate;
Termination Notice	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
Termination Payment	the payment determined in accordance with Schedule 7.4 (Payments on Termination);
Test	each test required to be carried out under this Agreement, as further described in Schedule 6.2 (Testing), and "**Testing**" and "**Tested**" shall have corresponding meanings;
Test Assets	the types of resources used for Testing, including Test Plans, test procedures, test cases, test requirement hierarchies (in the form of a Requirements Traceability Matrix), stubs, test harnesses, test configurations and test suites;
Test Certificate	a certificate in the form of Appendix 2 to Schedule 6.2 (Testing) which is issued at the end of the Testing Process (i.e. after all the required Test Stages have been completed);
Test Data	data which has been specifically identified for use in Tests, such data being either synthesised data, anonymised live data or a copy of live data (where this is permitted according to its protective

	marking and the environment it will be used in);
Test Environment	the combination of network infrastructure, hardware and Software systems on which the Tests will be executed, including hardware configuration, operating system settings, Software configuration, test terminals and other adjuncts to support the performance of the Tests;
Test Incident Resolution Plan	the document that provides the approach to manage resolution and retest of Test Issues identified during the execution of Tests. The plan shall have details on the method and timescales for expedient and effective resolution and retest of identified Test Issues. This should allow key stakeholders to accurately monitor the number, priority, status, expected turnaround time and overall timelines to fix the outstanding Test Issues
Test Issue	in relation to a Test, the Test has not fully met the Test Success Criteria or the relevant Deliverable has Defects associated with its performance or function classified by Test Severity Level;
Test Issue Management	the process of logging, classifying, recognising, investigating, actioning and managing the closure of Test Issues;
Test Issue Management Log	the log for the recording of Test Issues as established and maintained by the Supplier in accordance with paragraphs 11.3 and 11.4 of Schedule 6.2 (Testing);
Test Issue Threshold	in relation to a Test, the criteria for advancement to the next Test Stage as set out in the Test Strategy and which shall be expressed as a permissible number of Test Severity Level 3 or 4 Test Issues, as determined by TfL;
Test Manager	the person appointed by the Supplier in accordance with paragraph 3.13 of Schedule 6.2 (Testing) for the purpose of coordinating the Supplier's Testing responsibilities under Schedule 6.2 (Testing);
Test Plan	a plan for the Testing of Deliverables as agreed by the Parties pursuant to paragraph 6 of Schedule 6.2 (Testing);
Test Report	a report showing the results of any Test or Test Stage produced in accordance with paragraph 9.2 of Schedule 6.2 (Testing);
Test Schedule Baseline	has the meaning given paragraph 6.3.4 of Schedule 6.2 (Testing);
Test Script	a script for the Testing of Deliverables as agreed by the Parties pursuant to paragraph 4.1.3 of Schedule 6.2 (Testing);
Test Severity Level	the classification assigned to a Test Issue (or Defect) discovered in the process of Testing, as set out in paragraph 11.1 of Schedule 6.2 (Testing);
Test Severity Level 1	the Test Severity Level described as such in paragraph 11.1 of Schedule 6.2 (Testing);
Test Severity Level 2	the Test Severity Level described as such in paragraph 11.1 of Schedule 6.2 (Testing);

Test Severity Level 3	the Test Severity Level described as such in paragraph 11.1 of Schedule 6.2 (Testing);
Test Severity Level 4	the Test Severity Level described as such in paragraph 11.1 of Schedule 6.2 (Testing);
Test Specification	a plan for the Testing of Deliverables as agreed by the Parties pursuant to paragraph 3.15.1(c) of Schedule 6.2 (Testing);
Test Stage	each stage set out at paragraph 2.1 of Schedule 6.2 (Testing);
Test Strategy	the strategy described in paragraph 5.1 and 5.2 of Schedule 6.2 (Testing);
Test Success Criteria	in relation to a Test, the criteria developed by the Supplier against which the relevant Deliverables will be Tested for the purpose of assessing whether or not they meet the relevant requirements;
Test Tools	a Software system that supports the execution of, and/or management of, test activities such as planning and control, specification, test execution, test analysis, issue/Defect raising and issue/Defect management;
Test Witness	one (1) or more witnesses selected by TfL to oversee any or all parts of the Testing Process;
Testing Process	the process of Testing Deliverables as described in Schedule 6.2 (Testing);
TfL	has the meaning given on page 1 of this Agreement;
TfL Assets	TfL Materials, TfL infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to TfL and which is or may be used in connection with the performance of this Agreement;
TfL Background IPR	(a) Intellectual Property Rights owned by TfL before the Effective Date, including Intellectual Property Rights contained in any of TfL's know-how, documentation, processes and procedures; and/or (b) Intellectual Property Rights created by TfL independently of this Agreement, but excluding Intellectual Property Rights owned by TfL subsisting in the TfL Software;
TfL Change Manager	the person appointed to that position by the Commercial Manager from time to time and notified in writing to the Supplier or, if no person is notified, the Commercial Manager;
TfL CONFIDENTIAL Data	TfL Data which has the "CONFIDENTIAL" classification applied in accordance with TfL's Information Security Classification Standard (S1782) listed in Schedule 2.3 (Standards);
TfL Contact Centre	the contact centre operated by Taxi and Private Hire, which as at the date of the Agreement is located at 5 Endeavour Square, London E20 1JN. The TfL Contact Centre which handles all Taxi

	and Private Hire Customer enquiries regarding licensing activities;
TfL Contact Data	has the meaning given in Clause 21.4.2;
TfL Data	(a) data, text, drawings, diagrams, images or sounds (together with any database made up of these) which are embodied in any electronic, magnetic. optical or tangible media, and which are: (i) created, generated or collected during the performance of this Agreement (or any part), including data created, generated or collected by the Service System (including configuration data); (ii) supplied to the Supplier or any Sub-contractor by or on behalf of TfL for the purpose of this Agreement; (b) Personal Data in relation to this Agreement for which TfL is the Controller or Processor;
TfL Interfaces	the Interfaces in respect of which TfL is the Interface Owner;
TfL IT Environment	TfL's computing environment (including the TfL Network) used by TfL and/or the Supplier in connection with this Agreement which is owned by TfL or licensed to it by a third party and which interfaces with the Service System, the Interfacing Systems and/or any Supplier System;
TfL IVR System	the automated telephony technology provided by TfL to handle incoming Customer calls, offer a menu of choices via voice recognition and keypad inputs, and route Customers to the applicable Authorised User. The TfL IVR System shall be expected to integrate with the Service System, Lot 2 Supplier IVR System, and Payment Gateway;
TfL Materials	TfL Data together with any materials, documentation, information, programs and codes supplied by TfL to the Supplier, the IPR in which: (a) are owned or used by or on behalf of TfL; and (b) are or may be used in connection with the performance of this Agreement, but excluding any Supplier Software, Third Party Software and documents relating to Supplier Software or Third Party Software;
TfL Merchant Acquirer Agreement	the agreement between TfL and a Merchant Acquirer under which TfL receives the Merchant Acquirer Services;
TfL Network	the network infrastructure and related services owned, licensed or leased by TfL to support the delivery of the Services;
TfL Operational Hours	the hours when TfL Teams will be operational, including the TfL Contact Centre, between 8am and 6pm on any Working Day;
TfL Personal Data	Personal Data and/or Sensitive Personal Data Processed by the Supplier or any Sub-contractor on behalf of TfL, pursuant to or in

	connection with this Agreement;
TfL Personnel	all employees, agents, consultants and contractors of TfL;
TfL Project Manager	the individual appointed by TfL to the role described as such in Appendix 3 of Schedule 8.1 (Governance);
TfL Requirements	the requirements of TfL set out in this Agreement including in Schedules 2.1 (Schedule of Requirements), 2.2A (Performance Levels), 2.3 (Standards), 2.4 (Security Management), 2.5 (Insurance Requirements), 6.1 (Transition), 6.2 (Testing), 6.3 (Training), 6.5 (Systems Integration), 8.4 (Records) 8.5 (Exit Management) and Schedule 8.8 (BCDR);
TfL Responsibilities	the responsibilities of TfL specified in Schedule 3 (TfL Responsibilities);
TfL RESTRICTED Data	TfL Data which has the "RESTRICTED" security classification applied in accordance with TfL's Information Security Classification Standard (S1782) listed in Schedule 2.3 (Standards);
TfL SENSITIVE Data	TfL Data which has the "SENSITIVE" security classification applied in accordance with TfL's Information Security Classification Standard (S1782) listed in Schedule 2.3 (Standards);
TfL Site	any building owned, leased or licensed by TfL which is made available for use by the Supplier or its Sub-contractors for the performance of this Agreement, as TfL may approve in writing during the Term other than the Premises;
TfL Software	any Software owned by or licensed to TfL (other than under or pursuant to this Agreement) and which is or will be used by the Supplier for the purpose of this Agreement, including any modifications or enhancements to such Software created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) or by or on behalf of TfL for the purpose of this Agreement;
TfL Technology Architecture Review Board	the internal TfL governance board described in paragraph 3.2.2 of Schedule 8.1 (Governance);
Third Party	a person who is not a party to this Agreement, an Affiliate of a party to this Agreement or a Sub-contractor;
Third Party Beneficiary	has the meaning given in Clause 46.1;
Third Party COTS IPR	Third Party IPR used by the Supplier for the purposes of this Agreement that: (a) the relevant Third Party makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the relevant Third Party save as to price; and (b) has a Non-trivial Customer Base;
Third Party COTS Software	Third Party Software (including Open Source Software) used by

	the Supplier for the purposes of this Agreement and that: (a) the relevant Third Party makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the relevant Third Party save as to price; and (b) has a Non-trivial Customer base;
Third Party IPR	Intellectual Property Rights owned by a Third Party but excluding Intellectual Property Rights owned by the Third Party subsisting in any Third Party Software;
Third Party Non-COTS IPR	Third Party IPR used by the Supplier for the purposes of this Agreement that are not Third Party COTS IPR ;
Third Party Non-COTS Software	Third Party Software that is not Third Party COTS Software;
Third Party Provisions	has the meaning given in Clause 46.1;
Third Party Software	Software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 5 (Intellectual Property);
Time and Materials	the pricing mechanism described in paragraph 5 of Schedule 7.1 (Charges and Invoicing);
TPH Trade Marks	means any trade marks belonging to TfL (whether registered or unregistered) which are used from time to time in connection with TfL's functions under the MPC Act and PHV Act (including the trade mark registered at the United Kingdom Trade Mark Registry in the name of TfL with the number 1321443 and the PHV Roundel);
Training	the training provided and/or received by the Supplier in accordance with Schedule 6.3 (Training);
Training Data	data which has been specifically identified for use in the Training, such data being either synthesised data, anonymised live data or a copy of live data (where this is permitted according to its protective marking and the environment it will be used in);
Training Environment	the combination of network infrastructure, hardware and Software systems on which the Training will be executed, including hardware configuration, operating system settings, Software configuration, test terminals and other adjuncts to support the performance of the Training;
Training Log	the log described in paragraph 4.4 of Schedule 6.3 (Training);
Training Manager	the Supplier's training manager described in paragraph 5.1 of Schedule 6.3 (Training);
Training Materials	the materials described in paragraph 2.2.1 and 4.5 of Schedule

	6.3 (Training);
Training Plan	each plan described in paragraph 4.3 of Schedule 6.3 (Training);
Training Strategy	the strategy described in paragraph 4.2 of Schedule 6.3 (Training);
Transferable Contracts	the Sub-contracts, licences for Supplier Software, licences for Third Party Software or other agreements which are necessary to enable TfL or any Replacement Supplier to perform this Agreement or the Replacement Services but excluding the Asset Agreements;
Transferring Asset Agreements	has the meaning given in paragraph 6.2.2 of Schedule 8.5 (Exit Management);
Transferring Assets	has the meaning given in paragraph 6.2.1 of Schedule 8.5 (Exit Management);
Transferring Contracts	has the meaning given in paragraph 6.2.3 of Schedule 8.5 (Exit Management);
Transition Group	the group described in paragraph 5 of Schedule 8.1 (Governance);
Transition Manager	the Supplier's transition manager described in paragraph 3.1.3 of Schedule 6.1 (Transition);
Transition Milestone	each milestone described in Appendix 1 of Schedule 6.1 (Transition);
Transition Period	the period from (and including) the Effective Date until (and including) the date on which Milestone MS8 as set out in Schedule 6.1 (Transition) is Achieved;
Transition Plan	the transition plan with the file name "TPH – Lot 2 – Vehicle Inspection Services – Transition Plan – v1.0", as updated by the Parties in accordance with paragraph 5 of Schedule 6.1 (Transition);
Transition Services	has the meaning given in Clause 5.1.1(a) of this Agreement;
Transparency Commitment	TfL's commitment to comply with the Local Government Transparency Code 2015 issued by the UK government (and any other applicable obligations relating to the proactive publication of information held by a public agency or enterprise) in accordance with which TfL is committed to publishing its contracts, tender documents and data from invoices received;
UK	United Kingdom;
Unfit	the status given to a Vehicle that has failed a Vehicle Inspection and is not fit to operate as a Taxi or Private Hire Vehicle, in accordance with the terms and conditions of a Vehicle Licence;
Unfit Notice	a notice given to a Vehicle owner to notify them that their Vehicle does not comply with the terms of the Vehicle Licence and is not fit for use as a Taxi or PHV;
Unique Identifier	Unique Identifiers are required to be printed on Correspondence, Licence Materials, and Application Forms, including but not limited to: Application Forms, letters, etc. Currently barcodes are used for

	this purpose, however the Lot 1 Supplier shall be expected to propose a suitable method of uniquely identifying documents;
Unit & System Testing	the Testing described as such in paragraph 2.1 of Schedule 6.2 (Testing);
User Acceptance Testing	the Testing described as such in paragraph 2.1 of Schedule 6.2 (Testing);
User	any individual user of the Service System and/or relevant Service (including any TfL Personnel or relevant other third party) as TfL may authorise from time to time, this could refer to a Customer or an Authorised User, as applicable;
User Access	the authorisation given to Authorised Users that enables them to access specific Data and functionality within the Service System;
User Group	a group of users specified by TfL in writing who are planned to be migrated to the Service System;
User Permissions, Permissions	the authorisation given to an Authorised User or Customer that provides them access to specific tasks and resources within the Service System, based on Configured Service System settings set by an administrator;
VAT	value added tax as provided for in the Value Added Tax Act 1994;
Vehicle	a Taxi or a PHV;
Vehicle Data	Data in respect of a Vehicle;
Vehicle Exemption Check	a Vehicle Inspection following a request for a Vehicle Exemption as further described in TPH - Appendix 7 (Vehicle Inspection Process) set out in Schedule 2.1 (Statement of Requirements);
Vehicle Identifier	a Taxi Identifier or PHV Identifier.
Vehicle Inspection, Inspection	has the meaning given in Schedule 2.1 (Statement of Requirements);
Vehicle Inspection Booking	a Booking for a Vehicle Inspection;
Vehicle Inspection Centre, Inspection Centre	an inspection site operated by the Supplier for the purposes of performing Vehicle Inspections. The sites shall be provided by TfL and fitted out by the Supplier in accordance with the Agreement prior to the Operational Commencement Date;
Vehicle Inspection Equipment	the equipment used and provided by the Supplier that is used to carry out Vehicle Inspections. This includes equipment used at Vehicle Inspection Sites and by Mobile Inspection Sites;
Vehicle Inspection, Inspection	Inspections or tests carried out by the Supplier on behalf of TfL on Taxis or PHVs pursuant to the powers conferred upon TfL by the MPC Act and PHV Act respectively, including but not limited to: (a) Standard Licensing Inspection (b) Vehicle Re-test;

	(c) Vehicle Exemption Check; (d) Vehicle Modification Check; and/or (e) Non-Mechanical Inspection; as described further in: TPH - Appendix 7 (Vehicle Inspection Process) set out in Schedule 2.1 (Statement of Requirements) TPH - Appendix 17 Policy – Vehicle Licensing Inspection Manual referred on in Schedule 2.3 (Standards) TPH - Appendix 23 Information - Vehicle Inspection Types and Definitions referred on in Schedule 2.3 (Standards).
Vehicle Inspection Manual	the manual detailing the Vehicle Inspection checks to be performed by the Supplier, in accordance with TPH - Appendix 17 Policy - Vehicle Licensing Inspection Manual referred on in Schedule 2.3 (Standards);
Vehicle Inspection Operational Hours	the hours where Vehicle Inspection Centres are to be open and operational, as a minimum from 7.30am onwards during Working Days, and any further hours defined by the Supplier in order to perform the Vehicle Inspection Services;
Vehicle Inspection Report	the report produced by the Lot 2 Supplier and given to the Customer upon completion of a Vehicle Inspection, detailing the results of the Vehicle Inspection;
Vehicle Inspection Site, Inspection Site	an inspection site(s) operated by the Supplier in accordance with the Agreement (including Schedule 13 (Premises)) for the purposes of performing Vehicle Inspections;
Vehicle Inspection Type	the types of Vehicle Inspection that the Supplier shall be expected to perform, in accordance with TPH - Appendix 23 Information - Vehicle Inspection Types and Definitions referred on in Schedule 2.3 (Standards);
Vehicle Licence	has the meaning given in the definition of "Licence";
Vehicle Modification Check	a Vehicle Inspection following a request for a Vehicle Modification as further described in Appendix 7 (Vehicle Inspection Process) set out in Schedule 2.1 (Statement of Requirements);
Vehicle Registration Mark (VRM)	the unique identifier required by law to be displayed in numerical and character format on mechanically propelled vehicles on a public highway;
Vehicle Re-Test, Retest	a re-test of a Vehicle that has previously failed a Standard Licensing Inspection as further described in Appendix 7 (Vehicle inspection Process) set out in Schedule 2.1 (Statement of Requirements);
VfM Initiative	an initiative proposed by TfL, the Supplier or an Other Supplier in accordance with Schedule 7.2 (Value for Money) for the delivery of a value for money opportunity for TfL in respect of the Operational Services and recorded in the VfM Initiative Register;

VfM Initiative Proposal	each proposal for a VfM Initiative submitted by the Supplier in accordance with paragraph 3 of Schedule 7.2 (Value for Money);
VfM Initiative Register	the register setting out the proposals for Service improvement and reducing Operational Charges agreed between TfL and the Supplier at the Service Delivery Group meeting or as otherwise agreed between the parties in writing, the initial such register is set out at Annex 1 to Part 1 of Schedule 7.2 (Value for Money and Benchmarking);
Warm Transfer	the process of transferring a Customer call between the TfL Contact Centre and the Lot 2 Supplier Contact Centre including speaking to the recipient call centre operator to describe the previous interaction, and ensuring that the Customer does not have to re-perform identity verification checks when speaking to the new contact centre operator;
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales;
Workplace Harassment Policy	TfL's workplace harassment policy as notified to the Supplier from time to time.