



Contract Reference Number: TfL91641

Date:

**Concessions Schemes Management Contract
between**

Transport for London

and

Charles Novacraft Direct Limited

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THIS CONTRACT is made the day of November 2017

BETWEEN:

- (1) Transport for London (“**the Authority**”); and
- (2) Charles Novacraft Direct Ltd, a company registered in England and Wales (Company Registration Number 3601214) whose registered office is at Seebeck House, 1 Seebeck Place, Knowlhill, Milton Keynes, MK5 8FR (“**the Service Provider**”).

RECITALS:

- A. The Authority makes provisions for contact centre support and Oyster Photocards/Oyster card fulfilment services to Customers who are eligible for concessionary travel on selected Transport Network service under the Authority’s concessionary schemes offerings;
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider holds itself out as an expert and market leader in the provision of contact centre support, photo smartcard card fulfilment, scheme management and system development services and the Authority is entering into this Contract in reliance on such fact.
- D. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1 DEFINITIONS AND INTERPRETATION

In the Contract (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

“ Accreditation ”	the confirmation by the RCC Contractor or Authority Systems Integrator, as applicable that an Interface meets the requirements of the relevant Interface Specification in accordance with the relevant accreditation provisions set out in Schedule 6 (Systems Integration) and the terms Accredit and Accredited shall be construed accordingly;
“ Accreditation Plan ”	any plan relating to Accreditation to be prepared pursuant to the Accreditation Terms;
“ Accreditation Terms ”	The terms set out in Annex 1 of Appendix 2 to Schedule 6 (Systems Integration);
“ the Affected Party ”	shall have the meaning given to it in the

	definition of “ Force Majeure Event ”;
“ Agent ”	any one or more Third Parties as may be nominated or appointed by the Authority from time to time to carry out an IPR Verification Exercise;
“ Alert ”	an alert or issue which indicates that an Incident is imminent or has occurred;
“ Application Data Feed ”	data flows via physical, logical and software interfaces associated with Application Modules;
“ Application Module ”	a software application described in Modular form;
“ Assurance ”	the process referred to in Schedule 14 (Assurance), by which the Service Provider ensures that the Authority gains the necessary levels of confidence that the Service Provider is complying with its obligations under the Contract and, in particular, in relation to the delivery of the Services, and Assure and Assured shall be construed accordingly;
“ Assurance Event ”	an event whose purpose is to Assure the Authority as to the relevant status of activities being undertaken by the Service Provider pursuant to this Contract;
“ Authority Assets ”	any assets (whether tangible or intangible), materials (including consumables), resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group including those identified in paragraph 6 of Schedule 6 (Systems Integration);
“ the Authority Depository ”	means a secure and reliable (as determined by the Authority in its absolute discretion) storage facility for the Concessions System which utilises formalised processes for making deposits and accessing stored content as operated by the Authority, or an agent of the Authority, or any other nominee of the Authority from time to time;

<p>“Authority Events”</p>	<p>means any of:</p> <ul style="list-style-type: none"> a) any failure by the Authority to meet a Transition Dependency; or b) a failure by the Authority to provide any of the Authority Assets identified in paragraph 6 of Schedule 6 (Systems Integration) or any failure (other than one for which the Service Provider or any of its sub-contractors is responsible) of any such assets to perform as reasonably required in order to enable the Service Provider to perform the Services in accordance with its obligations under this Contract; or c) a failure by the Authority to provide any of the Authority accommodation or services identified in Schedule 6 (Systems Integration) as reasonably required in order to enable the Service Provider to perform the Services in accordance with its obligations under this Contract; or d) any failure by the RCC Contractor or any Authority Systems Integrator to comply with those obligations on its part described in Schedule 6 (Systems Integration) and/or any relevant Accreditation Terms and/or any relevant Accreditation Plan as described in Clause 7 (Accreditation); or e) any act or omission of the Authority and/or any Interfacing Party (or any providers to any of them) which causes any Incident or Supplier System failure in relation to the interfacing, integration or inter-operation of any Technical Changes and/or New Services with the Supplier System and the Services (or any part thereof); or f) a failure by the Authority to meet any of the Service Dependencies <p>in each case howsoever caused, including by the negligence of, or a deliberate and/or repudiatory breach by, the Authority (or the negligence of a person for whom it is vicariously responsible or, where applicable the RCC Contractor or an Authority Systems</p>
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	<p>Integrator) but for the avoidance of doubt:-</p> <p>i) not to the extent that any such failure act or omission is attributable to any breach, negligence or other default by:</p> <p>1) the Service Provider;</p> <p>2) a Third Party (other than (i) a Third Party in its role as Authority Systems Integrator or (ii) any agent, supplier or contractor appointed by the Authority whose appointment is relevant to the Contract and their acts or omissions in that context); or</p> <p>3) any person for whom the Service Provider or such Third Party is responsible; and</p> <p>ii) shall not include a failure by the Authority to pay the Charges;</p>
“Authority Group”	<p>TfL or TTL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any “member of the Authority Group” shall refer to TfL or any such subsidiary;</p>
“the Authority-Owned Technology”	<p>the Bespoke Authority-Owned Technology and any commercially available off the shelf software (including any changes and modifications thereto) and any open source software (including any changes and modifications thereto) which the Service Provider has created or developed or will create or develop for the Authority Group or which has been licensed to the Authority pursuant to any agreement(including any future agreement) between the Authority and the Service Provider,</p> <p>but excluding the Core Intellectual Property Rights, Commercially Available Products, Open-Source Software and the Service Provider-Owned Technology;</p>
“Authority Personnel”	<p>all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Authority, as are engaged in activity impacted by any of the Services;</p>
“Authority Premises”	<p>any land or premises (including temporary buildings) owned or occupied by or on behalf</p>

	of any member of the Authority Group);
“the Authority Services”	any services provided by any member of the Authority Group;
“Authority Systems Integrator”	has the meaning given in Clause 6.3;
“Authority to Proceed”	a notice issued by the Authority pursuant to paragraph 5.2 of Schedule 9 (Form of Variation);
“Bespoke Authority-Owned Technology”	any existing or future hardware, software or other technology (and any and all Intellectual Property Rights therein) created or to be created or developed or to be developed in any way by or on behalf of the Service Provider for the Authority pursuant to any agreement (including any future agreement) between the Authority and the Service Provider;
“Black Box IPR”	a class of readily accessible Intellectual Property Rights that describes a Module's functionality, interfaces and testing in an implementation independent manner, as further described in Schedule 10 (IPR Management and Licences);
“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
"Card Fulfilment"	the process to produce a personalised and encoded Card, up to and including the despatch of the Card to the specified address;
“Cessation Plan”	a plan agreed between the Parties or determined by the Authority pursuant to Clause 38.3 in the event of a Declaration of Ineffectiveness or Clause 38.9 to 38.11 (inclusive) to give effect to a Public Procurement Termination Event;
“Change”	any piece of work that changes, affects or reconfigures any aspect of the Interfaces, the Contract System and/or the Services;
“Change Date”	shall have the meaning given in Clause 34.9;
“CE”	the Authority's Customer Experience Directorate or its equivalent from time to time;
“CEDR”	means the Centre for Effective Dispute Resolution;

“CE System”	systems which, within the Authority, CE has the responsibility for managing from time to time;
“CE Systems Portfolio”	shall have the meaning given in paragraph 3.2.1.1 of Schedule 2 (Overview of the Contract);
“Charges”	the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 7 (Pricing Schedule) as the same may be varied from time to time in accordance with Clause 34.9 or Clause 41;
“Commercially Available Products”	the items listed in Schedule 16 (Commercially Available Products and Open-Source Software) of the Contract under the heading 'Commercially Available Products' [including any changes and modifications thereto from time to time as described in the Configuration Guide];
“Commercial-Off-The-Shelf”	a COTS Product;
“Compliance Certificate”	shall have the meaning given in paragraph 2.4.3.1 of Schedule 3 (Transition);
"Concessions Customer Correspondence"	means the correspondence prepared, by means of letter, email or SMS, by the Service Provider in replying to a Customer, where the Customer had initially sent a Correspondence to the Authority in regards to a Concessions Scheme;
"Concessions Scheme(s)"	has the meaning set out in paragraph 1.2 of Schedule 4 (Service Scope Specification);
“Concessions System”	means; (1) the Commercially Available Products; (2) the Open-Source Software; and (3) Core Intellectual Property Rights as further described in the Technical Specification and Schedule 16 (Commercially Available Products and Open-Source Software) (including any future modifications) and illustrated by the green box in the IPR Diagram, as updated from

	time to time;
“Confidential Information”	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
“Configuration Guide”	a report identifying the Commercially Available Products and Open-Source Software which form part of the Concessions System and which also sets out those changes made to the Commercially Available Products and the Open-Source Software to enable configuration with the Concessions System;
“Connected Module”	any Module that has an interface with any other Module as a parent, child or peer;
“Consultation Period”	shall have the meaning given in paragraph 2.4.17.2 of Schedule 3 (Transition);
“Contract”	means this contract including its Schedules, any appendices or annexes, and all ancillary documents as amended from time to time in accordance with its terms;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1 (Key Contract Information);
“Contract Information”	<p>a) the Contract in its entirety (including from time to time agreed changes to the Contract); and</p> <p>b) data extracted from the invoices submitted pursuant to Clause 11 which shall consist of the Service Provider’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;</p>
“Contract Manager”	the person named as such in Schedule 1 (Key Contract Information) or such other person as notified to the Service Provider by the Authority;

<p>“Contract System”</p>	<p>the system, and each part thereof from time to time, which is used by the Service Provider to provide the Services and otherwise in connection with its performance of this Contract and which for the avoidance of doubt includes the Hosting System, as depicted in the diagram under paragraph 3.1.5 of Schedule 2 (Overview of the Contract);</p>
<p>“Core Intellectual Property Rights”</p>	<p>all of the Intellectual Property Rights in the modules of the Concessions System marked as the "Core Intellectual Property Rights" in the Technical Specification and which may be varied or modified from time to time in accordance with the procedures outlined in Schedule 10 (IPR Management and Licences);</p>
<p>“Corrective Action Notice”</p>	<p>a notice issued by the Authority pursuant to Clause 16 (Corrective Action Notices);</p>
<p>“Corrective Action Plan”</p>	<p>means a plan to be prepared by the Service Provider as a result of a deficiency in its performance and which sets out:</p> <ul style="list-style-type: none"> (a) the relevant event triggering a requirement for the plan; (b) the reasons why the Service Provider's performance was deficient; (c) a date by which the relevant obligation is to be performed and/or delivered (as the context requires); (d) the specific measures and remedial actions which the Service Provider will adopt and undertake to ensure that the deficient performance is remedied and will not be repeated; and (e) the specific programme for the actions specified to Assure the Authority that sufficient action will have been undertaken in sufficient time to avoid repeated deficient performance;
<p>“COTS Product”</p>	<p>a commercial off-the-shelf product used by the Service Provider in the performance of the Services and available for purchase by the general public including by the Authority, any member of the Authority Group and any Successor Operator(s);</p>

"CPI"	Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree or in the absence of agreement, the Authority may determine, acting reasonably;
"CSM Activities"	means any activity contained within the CSM Activities Rate Card as detailed in Schedule 7 (Pricing);
"Customer(s)"	means a person who intends to purchase or has purchased a Travel Product and shall include all Passengers;
"Customer Online Component" or "COC"	means the component of the Concessions System for Customers to create and respective manage their account; which includes functions such as; login, manage card(s), purchase Travel Products, purchase PAYG, view history and more;
"Data"	data compiled, generated, collected, processed or stored during the performance of the Services (or any part thereof), including personal data and data supplied to a member of the Authority Group and/or Third Parties in connection with the Services or this Contract;
"Data Flow" or "Data Feed"	the software, hardware, systems, protocols, processes, procedures or methods used to transmit, transfer or otherwise provide Data in connection with the Contract System and/or the Services whether between physical elements of the Contract System and/or the IRC System and/or other systems or logical elements of the Contract Systems and/or the IRC System and/or other systems including all communications protocols;
"Declaration of Ineffectiveness"	a declaration made by a court under regulation 45J which has any of the consequences described in regulation 45M of the Utilities Contracts Regulations 2006 SI 2006/6 or by a court under regulation 113 which has any of the consequences described in regulation 116 of the Utilities Contracts Regulation 2016 (SI 2016/274) in each case as amended from time to time;
"Depositible IPR"	all physical, electronic and other tangible manifestations of IPR which are reasonably capable of being deposited in the Authority

	Depository, whether in human or machine-readable form or otherwise, including completed Module Templates, software in source code form, program listings, circuit diagrams, narrative descriptions, transaction definitions, status definitions, encoding or command structures, encryption processes, operating instructions and user manuals, materials lists, parts lists, components specifications, build files, workshop documentation, helpdesk processes, test processes, workshop processes and other processes, procedures or methods created, developed, provided or used by or on behalf of the Service Provider to provide the Concessions System and/or the Services, including any variations or changes to any of the foregoing from time to time, but in each case excluding Proprietary Tools;
“Detailed Transition Plan”	has the meaning given in paragraph 2.2.1.2 of Schedule 3 (Transition);
“Dispute”	shall have the meaning given in Clause 33.1;
“Dispute Resolution Procedure”	the procedure detailed in Clause 33 (Dispute Resolution);
“Document”	operating manuals, program listings, data models, flowcharts, logic diagrams, input and output forms, instructions, technical literature (including, drawings, designs, blue prints, schematics and plans), equipment and component inventories, source codes, functional specifications, testing specifications, performance specifications, physical specifications, interface specifications, written processes and procedures, all documents required under this Contract and all other related materials in eye-readable or electronic form and complete or partial copies of the foregoing (and “Documentation” shall be interpreted accordingly);
"Educational Establishment"	means a Scheme Partner associated with 18+ Student Oyster Photocard scheme;
“End Date”	the date on which the Service Provider ceases to be responsible for the provision of a particular Service pursuant to the provisions of this Contract which shall be:

	<p>a) the end of the Initial Term or, where applicable, of any Extension Year(s) added in accordance with Clause 2 (Commencement and Duration), or any earlier effective date of termination in accordance with any notice to terminate under Clause 34 (Breach and Termination of Contract); or if later</p> <p>b) the end of the period during which any of the activities required under Schedule 11 (Handback of Services) and/or the Handback Plan are or are to be carried out in relation to that Service;</p>
"Engineer Oyster Photocard"	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
"Existing Services"	the services carried out by the Existing Service Provider;
"Existing Service Provider"	the service provider(s) providing services which are equivalent, similar or facilitate the same or similar outcome to the Services, prior to the Services being transitioned to the Service Provider (which may include an entity within the Authority Group);
"Expiry Date"	<p>the date of the final End Date under this Contract, which shall be:-</p> <p>a) the end of the Initial Term or, where applicable, of any Extension Year(s) added in accordance with Clause 2 (Commencement and Duration), or any earlier effective date of termination in accordance with any notice to terminate under Clause 34 (Breach and Termination of Contract); or if later</p> <p>b) the end of the period during which any of the activities required under Schedule 11 (Handback of Services) and/or the Handback Plan are or are to be carried out;</p>
"External Interface"	interfaces with the IRC System (IRC System Interfaces), interfaces with other CE Systems (CE Systems Interfaces), interfaces with other Authority systems not managed by CE (TfL System Interfaces) and interfaces with Third Parties (Third Party System Interfaces);

“ Extension Years ”	shall have the meaning given in Clause 2.2;
“ Fares Revision ”	means the process for the revision of fares and includes scheduled Fares Revision and ad hoc Fares Revisions;
“ Final Back Up ”	has the meaning given in paragraph 3.20 of Appendix 2 to Schedule 10 (IPR Management and Licences);
“ Final Service Transition Milestone ”	has the meaning set out in paragraph 2.3.1.2.4 of Schedule 3 (Transition);
“ FOI Legislation ”	the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
“ Force Majeure Event ”	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event (“ Affected Party ”) to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
“ Grey Box IPR ”	a class of readily accessible Intellectual Property Rights that is essential for any implementation of a Module and includes, but is not restricted to, patents, patent applications, third party licences, images and designs mandated by the Authority, as further described in Schedule 10 (IPR Management and Licences);

“Handback Item”	items which are not otherwise available to the Authority and which are specified by the Authority from time to time which are in the reasonable opinion of the Authority required in order to ensure the smooth operation of the Concessions System (or any relevant part thereof), including passwords, physical keys, IDs, badges, passes, encryption codes, software and security keys, telephone (including mobile telephone) numbers, email addresses, IP addresses and similar or equivalent identifiers and contact details;
“Handback Items Register”	the register of Handback Items as updated from time to time;
“Handback Period”	the period from the earlier of:- a) the end of the Initial Term or, where applicable, of any Extension Year(s) added in accordance with Clause 2 (Commencement and Duration); and b) the date on which any notice to terminate this Contract pursuant to Clause 34 (Breach and Termination of Contract) takes effect until the Expiry Date;
“Handback Plan”	the plan for the orderly handover of Service to the Authority or its nominee which is to be developed by the Parties pursuant to Schedule 11 (Handback of Services);
“Handback Programme”	shall have the meaning given in paragraph 2.2 of Schedule 11 (Handback of Services);
“Handback Status Report”	shall have the meaning given in paragraph 4.1.1 of Schedule 11 (Handback of Services);
“High-Level Transition Plan”	shall have the meaning given in paragraph 2.2.1.1 of Schedule 3 (Transition);
“Holding Company”	any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;
“Hosting System”	the system or service provided by the Authority on which the Concessions System will be hosted, as more particularly described in paragraph 2.6 of Schedule 4 (Service Scope Specification);

“Incident”	a system or service or part thereof not fulfilling all of the requirements as set out in Schedule 4 (Service Scope Specification);
“the Indemnified Party”	shall have the meaning given in Clause 26.1;
“Information”	information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority;
“Information Access Request”	a request for any Information under the FOI Legislation;
“Initial Term”	shall have the meaning given in Clause 2.1;
“Innocent Party”	shall have the meaning given in Clause 34.3;
“Interim Service Transition Milestones”	shall have the meaning given in paragraph 2.3.1.2.2 of Schedule 3 (Transition);
“Insolvency Event”	<p>any of the following:</p> <ul style="list-style-type: none"> a) either or both of the Service Provider or a Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order; b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or a Holding Company; c) being a company, either or both of the Service Provider or a Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency); d) either or both of the Service Provider or a Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986; e) being an individual or firm, the Service Provider becoming bankrupt or dying; f) any similar event to those in (a) to (e) above occurring in relation to either or

	both of the Service Provider or a Holding Company under the law of any applicable jurisdiction for those purposes;
“the Insurances”	shall have the meaning given in Clause 27.1;
“Intellectual Property Rights” or “IPR”	any patent, know-how, trade mark or name, service mark, domain name, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;
“Interface(s) ”	any interfaces, protocols, processes, procedures or methods which provide access, functionality, communications (fixed or wireless), interactions, inputs, or outputs, or which otherwise allow Data to be sent and/or received using Data Feeds, in each case as may be required from time to time to deliver the Contract System, and the Services or systems or services interfacing, inter-operating or integrating with the Contract System;
"Interface Register "	means a register of Interfaces provided to the Authority by the Service Provider at the Service Commencement Date and maintained by the Service Provider thereafter;
“Interface Specification”	a Document in eye readable form describing the technical and operational characteristics and performance of an Interface pursuant to Schedule 6 (Systems Integration);
“Interfacing Party”	any person that is not the Service Provider or a sub-contractor of the Service Provider, in respect of which an Interface is established or is to be established with the Supplier System or the Services;
“Interfacing System”	a system provided by an Interfacing Party;
“Internal Interfaces”	an Interface within the Supplier System;

“IPR Diagram”	the diagram set out in Appendix 3 to Schedule 10 (IPR Management and Licences) which illustrates the relationship between the various Intellectual Property Rights to which the Contract relates;
“IPR Materials”	any and all materials or media or copies of any materials and/or media (including but not limited to documents, drawings, designs, articles, software, materials and other media (in any form including in electronic form)) that comprise, embody, include or are subject to any Intellectual Property Rights;
“IPR Plan”	the plan for the deposit and verification of IPR meeting the requirements for a project plan as set out in paragraph 2.7 of Schedule 10 (IPR Management and Licences);
“IPR Register”	a register of Intellectual Property Rights in the Concessions System in accordance with paragraph 2.3 of Schedule 10 (IPR Management and Licences);
“IPR Verification Exercise”	the process set out in paragraph 2.9.1 of Schedule 10 (IPR Management and Licences) for verifying the completeness and accuracy of the Intellectual Property Rights in the Concessions System;
“IPR Review Committee”	have the meaning given in Clause 29.8;
“IRC Interfaces”	the interfaces with the IRC System;
“IRC System”	the system managed by the RCC Contractor including the technical interfaces for related and interfacing systems;
“Key Personnel”	the Service Provider Contract Manager, the Service Provider Incident Manager and such other Service Provider Personnel who the Parties may agree to designate as Key Personnel from time to time as detailed in Schedule 1 (Key Contract Information);
“Losses”	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct losses, including pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
“Major Incident”	an incident described in Appendix 3 (Major

	Incident List) of Schedule 8 (Service Management) as amended from time to time;
“Major Incident Plan”	the plan for managing a Major Incident as developed by the Service Provider in accordance with the requirements set out in Schedule 8 (Service Management);
"Managed User Component" or "MUC"	means the component of the Concessions System for Scheme Partners, would be Scheme Partner, the Authority, SP Agents and Third Parties to perform functions such as register, login, manage cards, update Customer database, purchase travel products, view history, support Customer enquiries/application and more;
“Master Guides”	the Master Installation & Maintenance Guide, Master Operations Guide and the Master Software Build Guide;
“Master Installation & Maintenance Guide”	the master installation and maintenance guide referred to in paragraph 2.9.1.8.3 of Schedule 10 (IPR Management and Licences);
“Master Operations Guide”	the master operations guide referred to in paragraph 2.9.1.8.2 of Schedule 10 (IPR Management and Licences);
“Master Software Build Guide”	the master software build guide referred to in paragraph 2.9.1.8.1 of Schedule 10 (IPR Management and Licences);
“Material(s)”	shall have the meaning given in Clause 22.1.2 but excludes any Authority Assets;
“Microsoft Dynamics” or “MS Dynamics”	means an application to manage and record all Customer interactions (including its successor);
“Milestone”	an event which is the completion of one or more specified activities;
“Modified Back Up”	has the meaning given in Clause 3.10;
“Modularisation”	the formalised partitioning of the entire Concessions System into constituent Modules and “Modular” and “Modularised” shall be construed accordingly;
“Module”	one or more elements of the Concessions System as determined in accordance with Schedule 10 (IPR Management and

	Licences) and described in the form of a Module Template and referred to in the Module Breakdown Structure;
“Module Breakdown Structure”	a diagrammatic representation of the Concessions System showing all Modules broken down by function with unique Module ID numbers assigned to each Module and “MBS” shall be construed accordingly;
“Module Catalogue”	the formally maintained and managed set of Module Templates;
“Module ID”	the unique ID of a Module according to the scheme described in paragraph 2.2.3 of Schedule 10 (IPR Management and Licences);
“Module Template”	a template in the form set out in paragraph 2.2 of Schedule 10 (IPR Management and Licences);
“New Services”	any service introduced by the Authority which impacts upon or may impact upon the Contract System architecture, infrastructure and technical underpinnings, business rules, roadmaps, standards and/or specifications or otherwise requires an Interface with the Contract System;
“Non-Compliance Certificate”	shall have the meaning given in paragraph 2.4.3.3 of Schedule 3 (Transition);
“Non-RCC interfaces”	interfaces with systems other than the IRC System;
“Notice”	shall have the meaning given in Clause 33.3;
“Open-Source Software”	the items as listed in Schedule 16 (Commercially Available Products and Open-Source Software) of the Contract under the heading 'Open-Source Software' [including changes and modifications thereto which may be updated from time to time in the Configuration Guide];
“Operator”	the Authority or a party nominated by the Authority to deliver and operate the Authority Depository;
"Oyster"	means a plastic smartcard which can hold Travel Products, Travelcards and Bus & Tram Passes. Customers can use an Oyster card to travel on Bus, Tube, Tram, DLR, London Overground, TfL Rail, Emirates Air

	Line, selected River Bus services and most National Rail services in London;
"Oyster Photocard"	A smartcard that operate the same way as an Oyster card but that includes the holder's photograph;
"Parties"	the Authority and the Service Provider (including their successors and permitted assignees) and "Party" shall mean either of them as the case may be;
"Passengers"	means a person who is travelling on the Transport Network;
"Peak"	means the period in the year, from 1st August to 31st October, in which online applications, call handing and Card Fulfilment demand considerably increases as a results of Customer obtaining a new Photocard for the new academic year. This includes Zip and 18+ Student Oyster Photocard schemes;
"Period"	each period typically of twenty eight (28) days within the Authority financial calendar as set out in Appendix 1 of Schedule 1 (Key Contract Information) or otherwise supplied by the Authority from time to time;
"Post-Transition Phase"	shall have the meaning set out in paragraph 2.1.1.3 of Schedule 3 (Transition);
"Pre-Transition Phase"	shall have the meaning set out in paragraph 2.1.1.1 of Schedule 3 (Transition);
"Process Document(s)"	has the meaning given at paragraph 6.3.1 of Schedule 4 and set out at Appendix 1 to Schedule 4 (Service Scope Specification);
"Procurement Regulations"	a reference to the Procurement Regulations in Clause 38 shall be interpreted in a manner which is consistent with a decision of a court that the Utilities Contracts Regulations 2006 SI 2006/6 regulation 113 which has any of the consequences described in regulation 116 of the Utilities Contracts Regulation 2016 (SI 2016/274) (in each case as amended from time to time), apply to this Contract;

“Programme”	shall have the meaning given in paragraph 2.1.2.2 of Schedule 13 (Project and Programme Lifecycle);
“Programme Manager”	shall have the meaning given in paragraph 2.1.10 of Schedule 13 (Project and Programme Lifecycle);
“Programme Plan”	shall have the meaning given in paragraph 5.2.1 of Schedule 13 (Project and Programme Lifecycle);
“Programme Report”	shall have the meaning given in paragraph 5.3 of Schedule 13 (Project and Programme Lifecycle) (and related expressions, such as “Programme Report for Transition” shall be interpreted accordingly);
“Programme Review Meeting”	shall have the meaning given in paragraph 5.1.1 of Schedule 13 (Project and Programme Lifecycle);
“Project”	shall have the meaning given in paragraph 2.1.2.1 of Schedule 13 (Project and Programme Lifecycle);
“Project Description”	shall have the meaning given in paragraph 2.1.6 of Schedule 13 (Project and Programme Lifecycle) and for the avoidance of doubt shall apply in relation to any Project not just a Project initiated by a Service Provider’s Proposal Notice;
“Project Manager”	shall have the meaning given in paragraph 2.1.7 of Schedule 13 (Project and Programme Lifecycle);
“Proprietary Tools”	<p>a tool, system, piece of software, software licence or equipment (a “tool”) which is:</p> <ul style="list-style-type: none"> (a) used by the Service Provider in providing the Services and/or in relation to the Contract System; and (b) not connected to, or does not form part of, the Supplier System (or, if connected to or forming part of the Supplier System, it was agreed in writing between the Parties, prior to the tool being connected to or forming part of the Supplier System, that the tool would be deemed to be a Proprietary Tool); and (c) a tool in respect of which a Successor Operator ought reasonably to be able to supply or procure a similar or equivalent

	<p>tool from the open market;</p> <p>and which:</p> <p>(1) is owned by a Third Party (that is not a member of the Service Provider Group or a subcontractor of a member of the Service Provider Group, nor holding the ownership as a result of any disposal, sale, assignment or transfer, or the granting of a security interest, by any member of the Service Provider Group); or</p> <p>(2) is owned by a member of the Service Provider Group or a subcontractor of a member of the Service Provider Group and is required by the member of the Service Provider Group or the subcontractor (as applicable) for use in the normal course of its business other than to provide the Services (including for other customers of the member of the Service Provider Group or the subcontractor (as applicable)), provided that:</p> <p>(i) where there is only one such tool, that tool will fall outside of the scope of this definition; or</p> <p>(ii) where there is more than one such tool, then the number of tools that the Authority reasonably considers are required for the provision of the Services will fall outside the scope of this definition;</p>
“Proprietary Tools Register”	the register of Proprietary Tools as further described in paragraph 2.10 of Schedule 10 (IPR Management and Licences);
“Public Procurement Termination Event”	has the meaning given to it in Clause 38.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
“Proposed Variation”	a Variation issued by the Authority where the preparation and agreement of the Service Provider’s proposal occurs prior to the

	implementation of the Variation;
“Proposed Variation Notice”	shall have the meaning given to it in Schedule 9 (Form of Variation);
“Qualified Compliance Certificate”	shall have the meaning given in paragraph 2.4.3.2 of Schedule 3 (Transition);
“Quarter”	each consecutive period of three (3) months during the Term, the first such quarter beginning on the Contract Commencement Date;
“RCC”	the revenue collection contract entered into by the Authority with an RCC Contractor;
“RCC Contractor”	the contractor for the RCC from time to time, which is at the date of this Contract, Cubic Transportation Systems Limited;
“Records”	shall have the meaning given in Clause 24.1.1;
“Regulatory Bodies”	means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Authority Group and "Regulatory Body" shall be construed accordingly;
“Relevant Protected Characteristic”	shall have the meaning given to in Clause 20.1.4;
“Remediation Plan”	the plan for achieving or re-establishing the necessary Accreditation, such plan to specify the details of the failure to establish or maintain Accreditation, suggested steps that the Service Provider might take to achieve or re-establish the necessary Accreditation, the additional cost to the Service Provider of establishing Accreditation and a date by which the necessary Accreditation is scheduled to be achieved or re-established;
“Required Variation”	a Variation issued by the Authority where the Service Provider is required to proceed with the implementation of the Variation in parallel to the preparation and agreement of a Service Provider’s proposal in respect of

	that Variation;
“Required Variation Notice”	shall have the meaning given to it in Schedule 9 (Form of Variation);
“Required Variation Settlement Notice”	a notice issued by the Authority pursuant to paragraph 5.4 of Schedule 9 (Form of Variation);
“Retention Period”	shall have the meaning given in Clause 24.1.2;
“SCD Long Stop Date”	subject to any extension in accordance with Clause 50 (Authority Events), shall have the meaning given in the table in paragraph 2.5 of Schedule 3 (Transition);
"Scheme Management"	means the processes, activities and requirements undertaken by the Service Provider to manage the day to day running of the Concessions Scheme as described in paragraph 3 of Schedule 4 (Service Scope Specification);
"Scheme Partner(s)"	shall mean the Third Parties as set out in paragraph 2.3 of Appendix 6 of Schedule 4 (Service Scope Specification);
“Scope of Authority”	the IPR Review Committee’s scope of authority as set out in paragraph 3.10 of Appendix 2 to Schedule 10 (IPR Management and Licences);
“Senior Personnel”	shall have the meaning given in Clause 33.2;
“Service Credit”	means a measure of the reduction to the Charges due to the Service Provider’s performance failing to meet the specified Service Level and/or other performance criteria;
"Service Deduction"	a percentage reduction to the Charges due to the Service Provider’s performance for failing to meet the specified Service Level and/or other performance criteria;
“Service Commencement Date”	the date for commencement of the or first phase of the Services (as the case may be) as set out in Schedule 1 (Key Contract Information) or, if later the actual date on which responsibility for the provision of any part of the Services transfers to the Service Provider in accordance with Schedule 3 (Transition);

“Service Dependencies”	the dependencies that the Service Provider has on the Authority in the performance of the Services as identified at Appendix 1 of Schedule 2 (Overview of the Contract) as amended by agreement in writing from time to time;
“Service Levels”	shall have the meaning given in Clause 5.1;
“Service Materials”	all materials provided or used by or on behalf of the Service Provider in relation to the Supplier System or otherwise relating to the Contract, including security materials, documentation, functional specifications, performance specifications, testing specifications, interface specifications, completed Module Templates, software in source code and object code form, program listings, circuit diagrams, narrative descriptions, transaction definitions, status definitions, encoding or command structures, encryption processes, operating instructions and user manuals, materials lists, parts lists, components specifications, build files, workshop documentation, helpdesk processes, test processes, workshop processes and other processes, procedures or methods created, developed, provided or used by or on behalf of the Service Provider to provide and operate the Supplier System, including any modifications to any of the foregoing from time to time;
“Service Performance Report”	means the report of that name as described in Schedule 8 (Service Management);
“Service Provider Confidential Information”	shall have the meaning given in Clause 31.8;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract (including the Proprietary Tools) but excluding any Authority Assets;
“Service Provider Group”	the Service Provider in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together with

	each Holding Company of the Service Provider and any subsidiaries (as so defined) of any such Holding Company and reference to any “ member of the Service Provider Group ” shall refer to the Service Provider, any such Holding Company or any such subsidiary;
“ Service Provider Contract Manager ”	as defined in Clause 13.3. This role is designated as Key Personnel;
“ Service Provider Incident Manager ”	as defined in Clause 13.5. This role is designated as Key Personnel;
“ the Service Provider-Owned Technology ”	any existing or future hardware, software or other technology (and any and all Intellectual Property Rights therein) belonging to or used by the Service Provider in the course of the Service Provider's business including in connection with the creation and development of the Concessions System but which does not form part of the Concessions System and which is illustrated by the yellow box in the IPR Diagram;
“ Service Provider Personnel ”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“ Service Provider Proposal Notice ”	shall have the meaning given to it in Schedule 9 (Form of Variation);
“ Service Provider Response ”	shall have the meaning given to it in Schedule 9 (Form of Variation);
“ Service Review Meeting ”	has the meaning given in Schedule 8 (Service Management);
“ Services ”	subject to Clause 34.9:- a) all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract including those detailed in Schedule 3 (Transition), Schedule 4 (Service Scope Specification), Schedule 6 (Systems Integration) Schedule 8 (Service Management) and Schedule 11 (Handback), including any Variations to such services or

	<p>activities pursuant to Clause 41; and</p> <p>b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;</p>
“Specification”	the specification and other requirements set out in Schedule 4 (Service Scope Specification);
“Submission Period”	shall have the meaning given in paragraph 2.4.17.1 of Schedule 3 (Transition);
“Successor Operator(s)”	any person engaged by, or which may be engaged by, any member of the Authority Group, in its absolute discretion, in order to provide the Services and/or the Contract System (or parts thereof) or services and/or systems which replace the Services and/or Contract System (or parts thereof), which may be the Authority or a member of the Authority Group where the Authority so determines;
“Successor Plan”	shall have the meaning given in Clause 36.4.1;
“Supplier System”	<p>means:</p> <p>(1) the Concessions System;</p> <p>(2) the Telephony System; and</p> <p>(3) other Service Provider systems used to deliver the Service and otherwise in connection with the performance of this Contract,</p> <p>as depicted in the diagram under paragraph 3.1.5 of Schedule 2 (Overview of the Contract);</p>
“System Architecture Diagram” or “SAD”	a diagrammatic representation of the Contract System showing all Modules and associated devices grouped by functional areas of operation;
“System Data Flow” or “SDF”	a diagrammatic representation of data flows between associated Modules and resources via physical, logical and software interfaces;

"Talk Time"	means the time a SP Agent spends with the caller during the telephone call including any time the caller is put on hold;
"Technical Change"	means a Change, including: a) software modifications and deployment; b) hardware installation, configuration, rollout, replacement and improvement; or c) network communications and firewall changes, BUT excludes any Change that relates solely to the Services and does not modify the Contract System;
"Technical Specification"	the technical summary of the software applications that make up the Concessions System which is contained in Schedule 20 (Technical Specification);
"Telephony System"	means the Service Provider's telephony solution in accordance with the requirements set by the Authority as detailed in Appendix 11 of Schedule 4 (Service Scope Specification) and as depicted in the diagram under paragraph 3.1.5 of Schedule 2 (Overview of the Contract);
"Term"	the period during which the Contract continues in force as provided in Clause 2 (Commencement and Duration);
"TfL"	Transport for London, a statutory corporation established under the Greater London Authority Act 1999 (including its successors);
"TfL Assurance Audit Programme"	shall mean the programme described and developed in accordance with paragraph 3 of Schedule 14 (Assurance);
"TfL Programme Manager"	shall have the meaning given in paragraph 2.1.11 of Schedule 13 (Project and Programme Lifecycle);
"TfL Project Manager"	shall have the meaning given in paragraph 2.1.8 of Schedule 13 (Project and Programme Lifecycle);
"TfL Pathway"	shall have the meaning given in paragraph 3.1.1 of Schedule 13 (Project and Programme Lifecycle);
"TfL System"	a system managed by other parts of TfL other than CE;

“Third Party”	any person or entity which is not a Party to this Contract, including without limitation any government body, but excluding any member of the Authority Group and the RCC Contractor;
“Third Party Act”	shall have the meaning given in Clause 40.1;
“Third Party System”	a system which is managed by a Third Party;
“Training Plan”	shall have the meaning given in paragraph 3.1.1 of Schedule 5 (Training);
“Training Programme”	shall have the meaning given in paragraph 3.2.1 of Schedule 5 (Training);
“Training Log”	shall have the meaning given in paragraph 3.3.1 of Schedule 5 (Training);
"Train Operating Company" or "TOC"	means any operator who operates passenger trains over the UK rail network;
“Transition”	means the transition of services from the Existing Services Provider to the Service Provider in accordance with Schedule 3 (Transition);
“Transition Dependencies”	means the Transition Dependencies described in paragraph 7.2 of Schedule 3 (Transition);
“Transition Governance Group”	means the group of that name described in paragraph 6 of Schedule 3 (Transition);
“Transition Long-Stop Date”	subject to any extension in accordance with Clause 50 (Authority Events), shall have the meaning given in the table in paragraph 2.5 of Schedule 3 (Transition);
“Transition Milestone”	means a Milestone relating to the Transition included in the High-Level Transition Plan and including those Milestones described in paragraph 2.3.1.2 of Schedule 3 (Transition);
“Transition Milestone Completion Plan”	has the meaning given in paragraph 2.4.1 of Schedule 3 (Transition);
“Transition Milestone Criteria”	means the criteria required to be satisfied for the achievement of any Transition Milestone, as described in Appendix 3 of Schedule 3 (Transition);
“Transition Milestone Date”	means the date provided in the relevant Transition Plan for the achievement of a Transition Milestone;
“Transition Period”	means the period between the Contract

	Commencement Date until the end of the Post-Transition Phase;
“Transition Phase”	has the meaning given in paragraph 2.1.1.2 of Schedule 3 (Transition);
“Transition Plan”	shall mean (as the context requires) the High-Level Transition Plan described in paragraph 2.2.1.1 of Schedule 3 (Transition) or the Detailed Transition Plan described in paragraph 2.2.1.2 of Schedule 3 (and “Transition Plans” shall be interpreted accordingly);
“Transparency Commitment”	means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;
“Transport Network”	means the network of passenger transport services operated by or on behalf of the Authority Group and the TOCs;
“Travel Products”	a product permitting Customers and Passengers to travel on the Transport Network which may have a specified start date, specified route or specified mode of transport;
“Variation”	any variation to the Contract, Contract System and/or the Services or their performance, including additions, omissions, substitutions, alterations, changes in quality, form, character, kind, position, dimension, level or line and changes in any sequence, method, manner or timing, pursuant to Schedule 9 (Form of Variation) and Varied shall be construed accordingly;
“VAT”	value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature;
“VfM” or “Value for Money”	means the optimum combination of whole-of-life costs and quality in respect of the Contract System and the Services;
“White Box IPR”	a class of Intellectual Property Rights that describes a particular implementation of a Module, as further described in Schedule 10 (IPR Management and Licences);

“Withdrawal Notice”	a notice issued by the Authority pursuant to paragraph 5.4 of Schedule 9 (Form of Variation);
"Zip"	umbrella term for the 5-10 Oyster Photocard, 11-15 Oyster Photocard and 16+ Oyster Photocard schemes.

- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 and (save as expressed otherwise) shall be construed as a reference to the document as at the date of execution of the Contract (except that save as otherwise expressly provided, references to this Contract or to any Schedule or appendix or annex to it are references to those documents as they may be amended from time to time in accordance with the terms of this Contract);
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses, Schedules, appendices, annexes and any ancillary document forming part of the Contract, the order of precedence will be as follows (except where the conflicting part of the relevant document ranked lower in the list is explicitly expressed to take precedence):
- 1.7.1 the Clauses
- 1.7.2 the Schedules
- 1.7.3 the appendices
- 1.7.4 the annexes
- 1.7.5 any ancillary documents;
- 1.8 the Schedules (and any appendix or annex to any Schedule) form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and

- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2 COMMENCEMENT AND DURATION

- 2.1 The Contract commences on the Contract Commencement Date and shall continue, subject to Clause 2.2 and to earlier termination in accordance with Clause 34, until [~~XX-XX-20XX~~] (the “**Initial Term**”) or (if later having regard to the duration of any Handback Period) until the Expiry Date.
- 2.2 The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of two (2) years (the “**Extension Years**”), following which any subsequent Handback Period shall apply, such that the provisions of this Contract shall continue until the Expiry Date. The Authority shall serve such notice in writing to the Service Provider at least three (3) months prior to the expiry of the Initial Term of the Contract or the expiry of any previous extension, if later.

3 TRANSITION

- 3.1 The Service Provider and the Authority shall comply with their respective obligations set out in Schedule 3 (Transition) such that Transition will be completed in accordance with the Transition Plan and notwithstanding that the Contract will commence from and including the Contract Commencement Date, the specific responsibilities of the Parties in relation to the other Services will come into effect from the Service Commencement Date as provided in Schedule 3.

4 THE SERVICES

- 4.1 The Service Provider:
- 4.1.1 shall provide the Services to the Authority in accordance with the Contract;
- 4.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;
- 4.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or to any misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and
- 4.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.
- 4.2 Notwithstanding anything to the contrary in the Contract, the Authority’s discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;
- 4.3 The Service Provider shall provide the Services:

- 4.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
- 4.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
- 4.3.3 in a manner that will, on the termination or expiry of all or part of this Contract (or any of the Services), facilitate an orderly handover of the provision of such Services to the Authority and/or Successor Operator(s);
- 4.3.4 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner;
- 4.3.5 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed; and
- 4.3.6 meeting its obligations in accordance with Schedule 8 (Service Management).
- 4.4 Without limiting Clauses 40 and 42, where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 4.5 Throughout the Term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.

5 PERFORMANCE REGIME

- 5.1 From the Service Commencement Date the Service Provider will provide the Services in accordance with the required service levels set out in Schedule 8 (Service Management), each being a "**Service Level**".
- 5.2 The Service Provider will report to the Authority in relation to its provision of the Services as required by the reporting regime specified in this Contract (including Schedules 6 (Systems Integration) and Schedule 8 (Service Management)).
- 5.3 If the Service Provider fails to provide the Services in accordance with the Service Levels, then the Service Provider will take such action as is required pursuant to this Contract including payment of any Service Credits and/or Service Deductions in accordance with the provisions of this Contract. The payment of Service Credits and/or Service Deductions is in addition and will be without prejudice to any other right or remedy of the Authority under the Contract or otherwise, provided that any Service Credits and/or Service Deductions paid will be taken into account when assessing the quantum of any additional damages or other sums that may be due to the Authority under the Contract or otherwise.

6 SYSTEMS INTEGRATION

- 6.1 The Service Provider acknowledges that a Technical Change may impact different parts of the CE Systems Portfolio and the Authority acting reasonably and at its sole discretion will determine who will act as systems integrator for the implementation of all or part of a Technical Change. In all instances, the Service Provider shall meet the obligations specified in Schedule 6 (Systems Integration).
- 6.2 The Service Provider acknowledges that the role of the systems integrator, for the IRC Interfaces will be the RCC Contractor which amongst other responsibilities requires the RCC Contractor to:
- 6.2.1 take the lead for the Authority Group in relation to the introduction and integration of the Supplier System and Services with the IRC System;
 - 6.2.2 manage and conduct the Accreditation process referred to at Clause 7;
 - 6.2.3 take reasonable steps to ensure compatibility between the IRC System, the Supplier System and the Services; and
 - 6.2.4 take all actions to resolve any issues or failures in relation to the interfacing, integration and inter-operation of the IRC System with the Supplier System and Services.
- 6.3 The Service Provider acknowledges that where the Authority or another member of the Authority Group or a Third Party, acting on the Authority's behalf takes on the role of the systems integrator ("**Authority Systems Integrator**"), the role amongst other responsibilities requires them to:
- 6.3.1 take the lead for the Authority Group in relation to the introduction and integration of the Supplier System and Services with the systems in the CE System Portfolio;
 - 6.3.2 manage and conduct the Accreditation process referred to at Clause 7;
 - 6.3.3 take reasonable steps to ensure compatibility between the CE System Portfolio, the Supplier System and the Services; and
 - 6.3.4 take all actions to resolve any issues or failures in relation to the interfacing, integration and inter-operation of the CE Systems Portfolio with the Supplier System and Services.
- 6.4 Subject to Clause 6.5 and solely insofar as the same are relevant to the Services or the Supplier System, the Service Provider shall, for no additional consideration, co-operate (as reasonably requested) with the Authority Group, its employees, agents and representatives including the RCC Contractor and, where reasonably requested by the Authority, any other Third Party in relation to the Services or the Supplier System. Such co-operation may include:
- 6.4.1 provision of information;
 - 6.4.2 development of Documentation;
 - 6.4.3 provision of access to operational and technical staff to answer questions (including their attendance at the Authority meetings if required);
 - 6.4.4 the opportunity to attend meetings of the Service Provider at which the Services will be discussed; and

- 6.4.5 participation in joint testing initiatives.
- 6.5 Notwithstanding anything in this Contract to the contrary, the Service Provider will not:
 - 6.5.1 be required to disclose any information other than that relating to the Services or the Supplier System; and/or
 - 6.5.2 be required to disclose to any Third Party the underlying cost of providing the Services.
- 6.6 Without limiting limb b) of the definition of Services or any other provision of this Contract, should the Authority require any co-operation from the Service Provider beyond that covered under Clause 6.4, the Parties shall use the Variation Procedure to agree the detail of such co-operation to be provided and payment therefore.
- 6.7 Where the Service Provider is acting as the systems integrator then it shall meet the requirements described for the systems integrator set out in Schedule 6 (Systems Integration).

7 ACCREDITATION

- 7.1 The Service Provider shall:-
 - 7.1.1 execute the Accreditation Terms in the form set out in Appendix 2 of Schedule 6 (Systems Integration) in favour of the RCC Contractor;
 - 7.1.2 comply with such Accreditation Terms;
 - 7.1.3 ensure that the Services meet the Accreditation criteria set out in the Accreditation Plan in Appendix 2 of Schedule 6 (Systems Integration); and
 - 7.1.4 co-operate fully with any Authority Systems Integrator in order to enable that Authority Systems Integrator to comply with its obligations as system integrator to ensure and be able to assure the Authority that the Supplier System will interface, integrate and inter-operate with the relevant Interfacing System(s). This may include but shall not be limited to the Service Provider providing and agreeing integration test plans and scripts and implementing the same.
- 7.2 In relation to the charges to be paid pursuant to Accreditation Terms and/or an Accreditation Plan, the Authority will be responsible for the costs of the RCC Contractor. For any Remediation Plan, the costs of the RCC Contractor or Authority System Integrator (as the case may be) shall be borne by the Service Provider, other than those costs attributed directly to:-
 - 7.2.1 material inaccuracies in relation to the relevant Accreditation Plan or Interface Specification; or
 - 7.2.2 any other non-compliance by the RCC Contractor with the Accreditation Terms, or the Authority System Integrator with its obligations (as the case may be).
- 7.3 Any additional Charges in relation to those costs referenced in Clauses 7.2.1 and 7.2.2 will be agreed through the Variation Procedure.

8 NOT USED

9 MAJOR INCIDENT MANAGEMENT

- 9.1 The Service Provider shall comply with its obligations in respect of Major Incident Management in Schedule 8 (Service Management), including in respect of the development and maintenance of a Major Incident Plan).

10 CHARGES

- 10.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 11 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.
- 10.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 7 (Pricing Schedule) or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 10.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

11 PAYMENT PROCEDURES AND APPROVALS

- 11.1 The Service Provider shall invoice the Authority in respect of the Charges:
- 11.1.1 where no Milestones are specified in Schedule 7 (Pricing Schedule), at such dates or at the end of such periods as may be specified in Schedule 1 (Key Contract Information); or
- 11.1.2 if specified in Schedule 7 (Pricing Schedule), on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

- 11.2 The Service Provider shall submit invoices to the postal address set out in Schedule 1 (Key Contract Information) or, where an electronic format for submission of invoices is set out in Schedule 1 (Key Contract Information), such electronic format shall, unless the Authority requires otherwise, be used. Each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.

- 11.3 In the event of a Variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.
- 11.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 11, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
 - 11.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1 (Key Contract Information);
 - 11.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution (including by reference to Clause 33 where necessary), the Service Provider shall submit a revised invoice to the Authority.

The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.

- 11.5 Save where inconsistent with the requirements of Schedule 7 (Pricing Schedule) (including, for example, for payments which are associated with Milestones which have not yet been achieved), the Service Provider shall submit all invoices for Services supplied up to Period 12 (ending early March) of every financial year by the date which is ten Business Days prior to 31st March. For Services supplied during Period 13 (to 31st March), the Service Provider shall provide the following:
 - 11.5.1 an estimate (together with backup information supporting it). The estimate should only be for the value of Services expected to be provided up to and including 31st March of the same financial year which have not yet been invoiced;
 - 11.5.2 the estimate and backup must be on the Service Provider's headed paper and signed by the appropriate signatory, and is to reach the Authority by the date which is ten Business Days prior to 31st March of every year where Services have been provided in that same financial year.
- 11.6 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager (whether related to payment or otherwise) shall:
 - 11.6.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or
 - 11.6.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact.

Without prejudice to Clause 25, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.

- 11.7 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.
- 11.8 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

12 WARRANTIES AND OBLIGATIONS

- 12.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:
- 12.1.1 the Service Provider:
- 12.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of any Holding Company) to enter into and to perform the Contract;
 - 12.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and
 - 12.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;
- 12.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
- 12.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and
- 12.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 12.2 Each warranty and obligation in this Clause 12 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited

or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

13 OPERATIONAL MANAGEMENT

- 13.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract
- 13.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract.
- 13.3 The Service Provider shall appoint a service performance manager (the "**Service Provider Contract Manager**"). The Service Provider shall notify the Authority of the identity of the Service Provider Contract Manager on or before the date of Contract.
- 13.4 Subject to Clause 13.5, the Service Provider shall ensure that the Service Provider Contract Manager shall:
 - 13.4.1 act as the principal point of contact between the Parties on all matters relating to the performance of the Services;
 - 13.4.2 be the interface with the Authority and act as the interface for the relationship with the systems integrators in relation to Service performance;
 - 13.4.3 pro-actively pursue continuous service performance improvements to ensure that the Service Levels are met;
 - 13.4.4 help to ensure that the obligations in the Services Schedules are met;
 - 13.4.5 attend Service Review Meetings as set out in Schedule 8 (Service Management) and other meetings as otherwise requested by the Authority (acting reasonably); and
 - 13.4.6 ensure delivery to the Authority of the reports required to be delivered to the Authority under this Contract, and, at the Authority's request, provide to the Authority at no additional cost to the Authority, such additional reports on the provision of the Services as the Authority may reasonably request.
- 13.5 The Service Provider shall appoint an incident manager (the "**Service Provider Incident Manager**"). The Service Provider shall notify the Authority of the identity of the Service Provider Incident Manager on or before the date of Contract. The Service Provider Incident Manager may (but need not) be the same person as the Service Provider Contract Manager.
- 13.6 The Service Provider shall ensure that the Service Provider Incident Manager shall act as the principal point of contact between the Parties in connection with the management of Incidents arising in respect of the Services and/or the Supplier System.

14 SERVICE PROVIDER PERSONNEL

- 14.1 NOT USED.

14.2 For the purposes of this Clause 14 and Clause 37, unless the context indicates otherwise, the following expressions shall have the following meanings:

<p>“Actual Statutory Notice Period Costs”</p>	<p>means the actual statutory notice period payment costs made in accordance with the Employment Rights Act 1996 (to the extent it was not reasonably practicable for notice to be worked) that are in fact incurred by the Service Provider in relation to Transferring Staff whose effective date of termination is within 90 days of the Applicable Transfer Date;</p>
<p>“Actual Statutory Redundancy Costs”</p>	<p>means the actual statutory redundancy payment costs as calculated in accordance with the Employment Rights Act 1996 that are in fact incurred by the Service Provider in relation to Transferring Staff whose effective date of termination is within 90 days of the Applicable Transfer Date;</p>
<p>“Applicable Transfer Date”</p>	<p>means the Contract Commencement Date except where the Services (or any of them) do not commence on the Contract Commencement Date in which case it means (as regards any person) the date on which the Services transfer to the Service Provider such as to effect a transfer of relevant Transferring Staff in accordance with TUPE). The detailed Transition planning to be undertaken in accordance with paragraph 3.2 of Schedule 3 (Transition) shall include the assessment and determination of the Applicable Transfer Date for each relevant person;</p>
<p>“Employment Costs”</p>	<p>means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments);</p>
<p>“Employment Liabilities”</p>	<p>means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);</p>

“Final Staff List”	has the meaning set out in Clause 37.4;
“Further Transfer Date”	means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Successor Operator when the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Successor Operator occurs;
“Relevant Period”	means the period starting on the earlier of: a) the date falling 6 calendar months before the date of expiry of the Contract; or b) if the Contract is terminated by either Party in accordance with Clause 34.3 or by the Authority in accordance with Clause 34.1, 34.2, 34.7 or 34.8, the date of the relevant termination notice; and ending on the Further Transfer Date;
“Re-Transferring Personnel”	means any Service Provider Personnel who are assigned (for the purposes of TUPE) to the relevant Services immediately before the Further Transfer Date and whose employment contract will transfer to the Authority or the Successor Operator pursuant to TUPE with effect from the Further Transfer Date;
“Staff List”	has the meaning set out in Clause 37.1;
“Staffing Information”	has the meaning set out in Clause 37.1;
“Sub-Contractor”	means any sub-contractor to the Existing Provider, the Service Provider or a Successor Operator 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 part of them);
“Transfer of Services”	means the transfer of the provision of the Services from the Existing Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;
“Transferring Staff”	means such employees of the Existing Service Provider(s) (and any Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services the names of whom as at the date of this Contract are listed in Appendix 1 to this

	Clause 14; and
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

- 14.3 It is understood and acknowledged by the Parties that TUPE may apply to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment between the Existing Service Provider (or any Sub-Contractor of the Existing Service Provider) and Transferring Staff will have effect from the Applicable Transfer Date as if originally made between the Service Provider and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of Clause 14.4).
- 14.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Applicable Transfer Date.
- 14.5 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:
- 14.5.1 the Existing Service Provider(s) will be responsible for any Employment Costs relating to the period up to the Applicable Transfer Date for the relevant Transferring Staff; and
- 14.5.2 the Service Provider will be responsible for any Employment Costs relation to the period on and after the Applicable Transfer Date,
- and Employment Costs will if necessary be apportioned on a time basis between the Existing Service Provider(s) and the Service Provider.
- 14.6 The Authority warrants to the Service Provider that none of the Authority’s employees will transfer to the Service Provider under TUPE as a result of the Transfer of Service.
- 14.7 Subject to Clause 14.8, the Service Provider will indemnify and keep indemnified the Authority and the Existing Service Provider(s) (and its sub-contractors) from and against all Employment Liabilities which the Authority or the Existing Service Provider(s) (or its sub-contractors) incur or suffer arising out of or in connection with:
- 14.7.1 any act or omission by or on behalf of the Service Provider (or its sub-contractors) in respect of any person employed or engaged by it (or its sub-contractors) (including the Transferring Staff) on or after the Applicable Transfer Date;
- 14.7.2 any failure by the Service Provider (or its sub-contractors) to comply with Regulation 13 of TUPE;
- 14.7.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Service Provider (or its sub-contractors) before the Applicable Transfer Date;

- 14.7.4 the employment or termination of employment by the Service Provider (or its sub-contractors) of any Transferring Staff on or after the Applicable Transfer Date;
- 14.7.5 any actual or proposed changes by the Service Provider (or its sub-contractors) to the terms and conditions of employment or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.
- 14.8 The Service Provider will provide the Existing Service Provider(s) (or its sub-contractors), as soon as practicable, but in any event in good time before the Applicable Transfer Date with all information which the Existing Service Provider (or its sub-contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority.
- 14.9 The Service Provider warrants and undertakes to the Authority that all information given to the Existing Service Provider(s) (or its sub-contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.
- 14.10 Clause 40.1 shall be amended so that benefits conferred on the Existing Service Provider or its sub-contractors under this Clause 14 shall be enforceable by them.
- 14.11 Nothing in this Contract will render the Service Provider Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider Personnel.
- 14.12 The Service Provider shall provide the Service Provider Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 14.13 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 14.14 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated

in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 14.12 shall apply to the proposed replacement personnel.

14.15 NOT USED

14.16 The Service Provider shall pay to the Service Provider Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider Personnel are contractually entitled.

14.17 The Service Provider shall provide or procure the provision of appropriate training for Authority Personnel and Service Provider's Personnel in respect of all aspects of its performance of the Contract in accordance with Schedule 5 (Training).

14.18 Upon receipt of notification in writing by the Service Provider, given within 90 days of the Applicable Transfer Date, of the exact costs reasonably incurred by the Service Provider, the Authority will indemnify the Service Provider for the Actual Statutory Redundancy Costs and Actual Statutory Notice Period Costs for any of the Transferring Staff whose employment is terminated solely and fairly on grounds of redundancy (within the meaning of section 139 of the Employment Rights Act 1996) as a direct result of the Transfer of Service and after the Service Provider has used reasonable endeavours to redeploy the Transferring Staff.

14.19 The indemnity provided under Clause 14.18 above excludes any payments made pursuant to a settlement agreement and any payments ordered to be paid by a court or tribunal of competent jurisdiction in respect of any breach of the Transferring Staff's rights, including any payments or awards made in respect of unfair dismissal, unlawful discrimination and/or failure to inform and consult.

15 KEY PERSONNEL

15.1 The Service Provider shall provide the Key Personnel and shall procure that Key Personnel shall:

15.1.1 diligently supervise the performance of the Services;

15.1.2 attend all relevant Contract meetings with the Authority (including the Service Review Meetings), the location of which shall be at the Authority's offices, except as otherwise agreed by the Authority from time to time; and

15.1.3 be available to the Authority to resolve any issues arising in connection with this Contract.

15.2 The Service Provider may only make any changes to Key Personnel with the prior written consent of the Authority (which shall not be unreasonably withheld, delayed or conditioned). Clause 14.12 shall apply to the proposed replacement Key Personnel.

16 CORRECTIVE ACTION NOTICES

- 16.1 Where the Service Provider fails to comply with any part of this Contract the Authority Contract Manager may issue to the Service Provider a Corrective Action Notice and the provisions of Schedule 14 (Assurance) shall apply.
- 16.2 The Parties acknowledge and agree that:
- 16.2.1 a Corrective Action Notice does not constitute a notice given by the Authority pursuant to Clause 34.1 (Authority's right to termination) but that a Corrective Action Notice shall not restrict or prevent the Authority from terminating this Contract in accordance with that Clause; and
- 16.2.2 a Corrective Action Notice shall not restrict or prevent the Authority from issuing a subsequent or other Corrective Action Notice (whether by reference to a default or remedial action specified or referred to in any other Corrective Action Notice).

17 SUB-CONTRACTING AND CHANGE OF OWNERSHIP

- 17.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority which may be refused or granted consent subject to such conditions as the Authority sees fit.
- 17.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 17.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
- 17.2.2 be responsible for payments to that person;
- 17.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;
- 17.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;
- 17.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 17.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier); and

- 17.2.6 without prejudice to the provisions of Clause 20, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor.
- 17.3 Except in the case of a consolidation, amalgamation, merger or solvent reconstruction within the Service Provider's Group, the Service Provider shall give notice to the Authority within 10 Business Days where:
- 17.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and
- 17.3.2 there is any change in the ownership of a Holding Company where such change relates to 50% or more of the issued share capital of a Holding Company, and
- 17.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 17.3.1–17.3.3 above, the Authority shall have the right to terminate the Contract.

18 CONFLICT OF INTEREST

- 18.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.
- 18.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction (the Authority acting reasonably), provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 34.1.4.

19 ACCESS TO PREMISES AND ASSETS

- 19.1 Subject to Clause 14.13 any access to either of both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, that the Service Provider shall be

responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:

- 19.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
 - 19.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
 - 19.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 19.1.3;
 - 19.1.4 ensure that the Service Provider Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 19.1.5 not damage the Authority Premises or any assets on Authority Premises; and
 - 19.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider Personnel in the performance of the Services.
- 19.2 Nothing in this Clause 19 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.
- 19.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider.

20 COMPLIANCE WITH POLICIES AND LAW

20.1 The Service Provider, at no additional cost to the Authority:

- 20.1.1 undertakes to procure that all the Service Provider Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;
- 20.1.2 shall provide the Services in compliance and ensure that the Service Provider Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), by-laws, treaties and other regulatory requirements relevant to either of both of the Service Provider's or the

Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 20.1.2 and:-

- 20.1.2.1 the provisions of Clause 41 and all other provisions of this Contract which deal with changes shall apply, except that for the avoidance of doubt any additional costs associated with such change or compliance by the Service Provider shall be borne by the Service Provider; and
 - 20.1.2.2 such circumstances shall not constitute a Force Majeure Event.
 - 20.1.3 without limiting the generality of Clause 20.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
 - 20.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "**Relevant Protected Characteristic**") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
 - 20.1.5 acknowledges that where the Authority is TfL or TTL, TfL is under a duty by virtue of a direction under section 155 of the Greater London Authority Act 1999 in respect of section 404(2) of that Act to have due regard to the need to:
 - 20.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 20.1.5.2 eliminate unlawful discrimination; and
 - 20.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation,
- and in providing the Services, the Service Provider shall assist and co-operate with the Authority where possible to enable the Authority to satisfy its duty;
- 20.1.6 shall inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.
 - 20.1.7 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;
 - 20.1.8 without limiting the generality of 20.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 20.1 shall be borne by the Service Provider.

20.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

20.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

20.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;

20.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

20.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

20.3 NOT USED

20.4 NOT USED

21 CORRUPT GIFTS AND PAYMENT OF COMMISSION

21.1 The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

22 EQUIPMENT

22.1 Risk in:

22.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

22.1.2 all other equipment and materials forming part of the Services, title to which will pass to the Authority (but excluding the Authority Assets) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

22.2 The Service Provider shall ensure that all Service Provider Equipment and all Materials meet all minimum safety standards required from time to time by law.

23 QUALITY AND BEST VALUE

- 23.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.
- 23.2 The Authority shall have the rights and the Service Provider shall comply with its obligations as set out in Schedule 9 (Form of Variation) in order to deliver Value for Money (“**VfM**”) to the Authority in the performance of this Contract.

24 RECORDS, AUDIT AND INSPECTION

- 24.1 The Service Provider shall, and shall procure that its sub-contractors shall:
- 24.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider’s obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider Personnel where such records are material to the calculation of the Charges) (“**Records**”); and
- 24.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in section 1(1) of the Data Protection Act 1998) which shall only be retained for as long as necessary, following termination or expiry of the Contract (“**Retention Period**”).
- 24.2 The Service Provider shall, at the Authority’s request, and without limiting any other obligation it has under this Contract provide promptly to the Authority at no additional cost such reports or other Documentation in respect of the provision of the Services as the Authority may reasonably request.
- 24.3 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider’s performance of the Services, including without limitation;
- 24.3.1 accuracy of the Charges and invoices;
- 24.3.2 audits and examinations by Regulatory Bodies;
- 24.3.3 performance of the terms of this Contract;
- 24.3.4 efficiency of the Service Provider in performing the Services under this Contract;

and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

25 SET-OFF

- 25.1 All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract [or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with the Authority or the Authority may recover such amount as a debt.

26 INDEMNITY AND LIMITATION OF LIABILITY

- 26.1 Subject to the other Clauses in this Clause 26.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) (“**the Indemnified Party**”) against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).
- 26.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any Authority Event or by any other breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.
- 26.3 The Service Provider accepts unlimited liability for:
- 26.3.1 death or personal injury caused by the negligence of the Service Provider;
 - 26.3.2 fraud or fraudulent misrepresentation committed by the Service Provider;
 - 26.3.3 infringement or alleged infringement of third party intellectual property and/or any breach of the provisions of Clause 28 (The Authority’s Data) and Clause 29 (Intellectual Property Rights);
 - 26.3.4 any breach of Clause 30 (Protection of Personal Data) and Clause 31 (Confidentiality, Announcements and Transparency);
 - 26.3.5 Losses arising under any indemnity in Clause 14 (Service Provider Personnel) and Clause 37 (Transfer of Employees on Expiry or Termination);
 - 26.3.6 Service Credits and/or Service Deductions to which the Authority is entitled;
 - 26.3.7 any other liability to the extent which it cannot be lawfully excluded.
- 26.4 Subject to Clause 26.3, the Service Provider’s liability (whether in contract (including under any indemnity), in tort (including negligence), under statute or otherwise under or in connection with this Contract or the provision of the Services) shall:-

- 26.4.1 in respect of Losses within the scope of the Insurance maintained by the Service Provider pursuant to any of Clauses 27.1.1, 27.1.2, 27.1.3 not exceed, per incident or series of connected incidents, the level of the insurance cover required to be taken out pursuant to the relevant Clause 27.1.1, 27.1.2 or 27.1.3, as the case may be; and
- 26.4.2 in respect of Losses within the scope of the Insurance maintained by the Service Provider pursuant Clause 27.1.4. not exceed the level of the insurance cover required to be taken out pursuant to Clause 27.1.4 per incident or series of connected incidents, and in the aggregate per annum.
- 26.5 Subject to Clause 26.3 and (in so far as it applies) Clause 26.4, the Service Provider's liability to the Authority (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) arising out of any act or omission of the Service Provider, its agents or subcontractors howsoever caused arising out of or in connection with this Contract shall not exceed for Events which occur in any Year, the sum referred to in Clause 26.6. For the purpose of this clause and Clause 26.6:
- 26.5.1 a "Year" means each period of 13 Periods commencing on the Contract Commencement Date or an anniversary of the Contract Commencement Date (as the case may be), except in the case of the final Year, which will commence on the anniversary of the Contract Commencement Date immediately preceding the Expiry Date and end on the Expiry Date; and
- 26.5.2 an "Event" means any act, event, omission or circumstance.
- 26.6 The sum referred to in Clause 26.5 is 125% of the Charges payable by the Authority pursuant to the Contract in respect of the Year during which the Event occurs ("**the Cap**"), except that:
- 26.6.1 if it is necessary to establish the amount of the Cap for a Year before the end of that Year then the Cap will be provisionally deemed to be a sum which is equal to:-
- 26.6.1.1 in the case of the first Year, 125% of the amount which the Authority, acting reasonably, forecasts as the Charges which are expected to be payable by it under the Contract in respect of that Year; and
- 26.6.1.2 in the case of any other Year, the Cap which applied for the preceding Year
- and there will be a reconciliation based on the actual Cap for that Year once that is ascertained and an additional payment paid by the Service Provider or a reimbursement made by the Authority to correct any over or under payment made on the basis of the provisional Cap;
- 26.6.2 where this Contract terminates before the end of the Initial Term (or where applicable before the end of any Extension Years added in accordance with Clause 2), the Cap will be calculated on the basis of the Charges which the Authority, acting reasonably, forecasts it would have paid for the relevant Year(s) had the early termination not occurred; and
- 26.6.3 for the purpose of this Clause, an Event occurring after the Expiry Date will be regarded as having occurred in the final Year.

- 26.6.4 references in this Clause 26.6 to Charges means Charges which would have been payable by the Authority but for any breach by the Service provider of its obligations under this Contract and not taking into account any Service Credits and/or Service Deductions to which the Authority is entitled.
- 26.7 Except in relation to court awards, settlements, legal costs and the amount of fines recoverable by the Authority under or by virtue of Clause 30 (Protection of Personal Data) and/or Clause 32 (Freedom of Information and Transparency), each Party shall (without limiting any other duty it may have to mitigate its losses) take all reasonable steps to mitigate any Losses incurred or which might be incurred as a result of a default or breach of this Contract by the other Party including, without limitation, where it has the benefit of an indemnity under this Contract.

27 INSURANCE

- 27.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover (in terms approved by the Authority) in respect of the following to cover the Services ("**the Insurances**") in the sum of not less than (i) £10 million per claim in respect of the insurance described in Clauses 27.1.1, 27.1.2, and 27.1.3 and (ii) £5 million per incident and in the aggregate per annum (with two automatic reinstatements) in respect of the insurance described in Clause 27.1.4, and will ensure that the Authority's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an indemnity to principal clause:
- 27.1.1 public liability to cover injury and loss to third parties;
- 27.1.2 insurance to cover the loss or damage to any item related to the Services;
- 27.1.3 product liability;
- 27.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 27.1 or, if applicable, the product liability insurance referred to in Clause 27.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such other period as the Authority may stipulate) following the expiry or termination of the Contract; and;
- 27.1.5 where such cover is not already provided under the insurances described in Clauses 27.1.2, 27.1.3 and/or 27.1.4, insurance to cover cyber risks; such insurance shall be in an appropriate amount to reflect the level of exposure.
- 27.2 The insurance cover will be maintained with a reputable insurer.
- 27.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 27.1 and payment of all premiums due on each policy.
- 27.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 27.1 being or becoming void, voidable or unenforceable.

27.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

28 THE AUTHORITY'S DATA

28.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.

28.2 The Service Provider shall ensure every Document produced or amended by the Service Provider in connection with this Contract displays an appropriate copyright statement correctly reflecting its status in accordance with the following requirements:

28.2.1 All new and updated Documents must be marked as "Copyright TfL" by including the following copyright statements, including the relevant year in which the document was created;

28.2.2 On the front page:

"Copyright © [2015] [Drafting Note: Year in which document created to be inserted.] Transport for London. All rights reserved. This information is confidential. You may not reproduce, adapt or disclose this information, or any part of this information, for any purpose without TfL's written permission. TfL makes no warranties or representations, and expressly disclaims all liability, concerning this information.";

28.2.3 On the footer / bottom of every subsequent page:

"Copyright © [2015] [Drafting Note: Year in which document created to be inserted.] Transport for London. All rights reserved. This information is confidential.

28.3 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

29 INTELLECTUAL PROPERTY RIGHTS

29.1 Clause 29 shall consist of the provisions of either Appendix 1 or Appendix 2 of Schedule 10 (IPR Management and Licences) whichever is specified as being applicable in paragraph (10) of Schedule 1 (Key Contract Information).

30 PROTECTION OF PERSONAL DATA

30.1 The Service Provider shall comply with all of its obligations under the Data Protection Act 1998 and, if Processing Personal Data (as such terms are defined in section 1(1) of that Act) on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with the Contract.

30.2 For the purposes of this Clause 30, unless the context indicates otherwise, the following expressions shall have the following meanings:

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

	and “Processed” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic Area;
“Sensitive Personal Data”	shall have the meaning given to it pursuant to section 2 of the Data Protection Act 1998 from the date of signature of this Contract until 24 May 2018, and from and including 25 May 2018, shall mean the special categories of personal data described in Article 9(1) of the General Data Protection Regulation; and
“Subject Access Request”	a request made by a Data Subject to access his or her own Personal Data in accordance with rights granted pursuant to Data Protection Legislation.

30.3 With respect of the Parties’ rights and obligations under the Contract, the Parties acknowledge that the Authority is a Data Controller and that the Service Provider is a Data Processor.

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

30.4.1 Categories of Data Subject

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

Data associated with the Authority’s Customers, Scheme Partners and any interactions with the Authority relating to these Services

30.4.2 Categories of Authority Personal Data

The Authority Personal Data to be Processed concerns the following categories of Personal Data and/or Sensitive Personal Data:

Scheme Partners personnel details, Data held in Scheme Partner files, Customer contact details, Customer photograph, Customer date of birth, Oyster card number, journey history, order history (excluding payment information), interaction with the Customers via the service channel i.e. calls, correspondence etc

30.4.3 Purpose(s) of the Processing

The Authority Personal Data is to be Processed for the following purpose(s);

Registering Scheme Partners on selected schemes;

Validating eligibility of Customers for concessionary travel;

Registering Customers on Concessions Schemes; and

Managing Customer accounts.

- 30.5 Without prejudice to the generality of Clause 30.1, the Service Provider shall:
- 30.5.1 process the Authority Personal Data only in accordance with instructions from the Authority to perform its obligations under the Contract;
 - 30.5.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
 - 30.5.3 maintain, and make available to the Authority on its request, documentation, a central register or an inventory which describes the processing operations for which it is responsible and specifies: the purposes for which Authority Personal Data are processed including the legitimate interests pursued by the Authority or any Authority Group member where processing is based on this lawful basis; the categories of Personal Data and Data Subjects involved; the source of the Personal Data; the recipients of the Personal Data; and the location(s) of any overseas processing of those Personal Data;
 - 30.5.4 take appropriate technical and organisational security measures, that are satisfactory to the Authority from time to time, against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority 30.5.3 Personal Data;
 - 30.5.5 without prejudice to Clause 30.5.4, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data;
 - 30.5.6 provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clause 30.5.4 and 30.5.5, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;
 - 30.5.7 where requested to do so by the Authority. or where Processing Authority Personal Data presents a specific risk to privacy, carry out a Privacy Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant statutory requirements) and make the results of such an assessment available to the Authority;
 - 30.5.8 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:
 - 30.5.8.1 from a Data Subject (or third party on their behalf):
 - 30.5.8.2 a Subject Access Request (or purported Subject Access Request);
 - 30.5.8.3 a request to rectify, block or erase any Authority Personal Data; or
 - 30.5.8.4 any other request, complaint for communication relating to the Authority's obligations under Data Protection Legislation;
 - 30.5.8.5 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or

- 30.5.8.6 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;
- 30.5.9 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause 30.5.8, including by promptly providing:
- 30.5.9.1 the Authority with full details and copies of the complaint, communication or request; and
- 30.5.9.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Access Request within the relevant timescales set out in Data Protection Legislation; and
- 30.5.9.3 where applicable, such assistance as is reasonably required by the Authority to enable the Authority to comply with a request from a Data Subject to:
- 30.5.9.3.1 rectify, block or erase any Authority Personal Data; and/or
- 30.5.9.3.2 inform Third Parties to erase any links to, or copies of, Authority Personal Data in accordance with the requirements of Data Protection Legislation.
- 30.5.10 when notified in writing by the Authority, supply a copy of, or information about, any relevant Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within five (5) Business Days from the date of the request.
- 30.5.11 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data; and
- 30.5.12 as and when required by, and in accordance with the requirements of Data Protection Legislation, appoint a designated data protection officer within the Service Provider's organisation.
- 30.6 The Authority remains solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed. The Service Provider shall not share any Authority Personal Data with any sub-contractor or third party without prior written consent from the Authority (in the Contract or otherwise) and unless there is a written contract in place with the sub-contractor which requires the sub-contractor or third party to:
- 30.6.1 only Process Authority Personal Data in accordance with the Authority's instructions to the Service Provider; and
- 30.6.2 comply with the same obligations with which the Service Provider is required to comply with under this Clause 30 (and in particular Clauses 20.1, 24.1, 24.2, 26.1, 28.1, 28.3, 30.1 and 31).

- 30.7 The Service Provider agrees that, and shall procure that any sub-contractor shall agree that, Authority Personal Data:
- 30.7.1 must only be Processed in accordance with the Authority's obligations to comply with Data Protection Legislation and by such of their personnel as need to view or otherwise access Authority Personal Data;
 - 30.7.2 must only be used as instructed by the Authority and as reasonably necessary to perform the Contract in accordance with its terms;
 - 30.7.3 must not be used for any other purposes (in whole or part) by any of them (and specifically but without limitation must not be copied or referred to in whole or part through training materials, training courses, discussions or negotiations or contractual arrangements with third parties or in relation to proposals or tenders with the Authority (or otherwise), whether on renewal of this Contract or otherwise, without the prior written consent of the Authority); and
 - 30.7.4 must not be used so as to place the Authority in breach of Data Protection Legislation and/or to expose it to risk of actual or potential liability to the Information Commissioner, Data Subjects and/or reputational damage and/or to any order being made against the Authority preventing, suspending or limiting the Processing of Authority Personal Data.
- 30.8 The Service Provider shall, and shall procure that any sub-contractor shall:
- 30.8.1 not disclose or transfer Authority Personal Data to any third party or their own personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Authority Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
 - 30.8.2 notify the Authority without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of security and/or of the Contract and/or Clause 30 in relation to Authority Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Authority Personal Data;
 - 30.8.3 keep the Authority properly and regularly informed consequently;
 - 30.8.4 fully cooperate with the reasonable instructions of the Authority in relation to the Processing and security of Authority Personal Data in accordance with the Contract and in compliance with Data Protection Legislation (including procuring access to sub-contractor premises);
 - 30.8.5 cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or on its behalf) any relevant regulatory body, including the Information Commissioner, the police, any other statutory law enforcement agency or otherwise and shall do so both during the Contract and after its termination or

expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);

- 30.8.6 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can/or do access Authority Personal Data;
- 30.8.7 ensure all Service Provider's Personnel who can/ do access Authority Personal Data are informed of its confidential nature and do not publish, disclose or divulge any of the Personal Data to any third party without the prior consent of the Authority;
- 30.8.8 ensure all Service Provider's Personnel who can/ do access Authority Personal Data have undergone adequate training in relation to the use, care, protection and handling of Personal Data in accordance with Data Protection Legislation and this Contract, understand such obligations and comply with them and ensure that such training is updated at reasonable intervals; and
- 30.8.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided to it by the Authority from time to time.
- 30.9 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
- 30.10 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:
 - 30.10.1 the Service Provider shall submit a written request to the Authority setting out details of the following:
 - 30.10.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - 30.10.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;
 - 30.10.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;
 - 30.10.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;
 - 30.10.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner, in connection with, the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
 - 30.10.3 the Service Provider shall comply with any instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:
 - 30.10.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data

- Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and
- 30.10.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with, the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in 30.10.3.1.
- 30.11 The Service Provider and any sub-contractor (if any), acknowledge:
- 30.11.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Contract;
- 30.11.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;
- 30.11.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non-performance of such obligation shall be deemed a material breach of Contract;
- 30.11.4 notwithstanding Clause 34.1.1, if the Service Provider has committed a material breach under Clause 30.11.3 on two or more separate occasions, the Authority may at its option:
- 30.11.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
- 30.11.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.
- 30.12 If the Service Provider Processes payment card data under the Contract, it shall ensure that it is and that its internal processes and procedures, information technology systems and any equipment that it provides or is provided on its behalf pursuant to this Contract are compliant with the Payment Card Industry Data Security Standard as updated from time to time ("**PCI DSS**"). In addition the Service Provider shall
- 30.12.1 at least once every 12 months appoint a PCI DSS Qualified Security Assessor ("**QSA**") to validate that the Service Provider is compliant with (including as set out above) PCI DSS when providing the Services;
- 30.12.2 without prejudice to any other audit and inspection rights that the Authority has under this Contract, provide the Authority with copies of any reports and other documents provided by or to the QSA in respect of each such validation; and
- 30.12.3 where the QSA recommends that certain steps should be taken by the Service Provider, promptly take those steps and demonstrate to the Authority that those steps have been taken without charge to the Authority.
- 30.13 Compliance by the Service Provider with this Clause 30 (Protection of Personal Data) shall be without additional charge to the Authority.

30.14 Following termination or expiry of this Contract, howsoever arising, (or the applicable End Date, if later) the Service Provider:

30.14.1 may Process the Personal Data only for so long as to the extent as is necessary to properly comply with its non contractual obligations arising under law (and will then comply with Clause 30.14.2);

30.14.2 subject to Clause 30.14.1, shall:

30.14.2.1 on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data and relevant records and documentation accordingly; or

30.14.2.2 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data and relevant records and documentation accordingly.

Authority Personal Data may not be Processed following termination or expiry of the Contract (or the applicable End Date, if later) save as permitted by this Clause 30.14.

30.15 For the avoidance of doubt, and without prejudice to Clause 30.14 the obligations in this Clause 30 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.

30.16 The indemnity in Clause 26 shall apply to any breach of Clause 30 and shall survive termination or expiry of the Contract.

31 CONFIDENTIALITY, ANNOUNCEMENTS AND TRANSPARENCY

31.1 Subject to Clause 32, the Service Provider will keep confidential:

31.1.1 the terms of this Contract; and

31.1.2 any and all Confidential Information that it may acquire in relation to the Authority.

31.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 31.1.

31.3 The obligations on the Service Provider set out in Clause 31.1 will not apply to any Confidential Information:

31.3.1.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 31);

31.3.1.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

31.3.1.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

- 31.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 31.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 31.6 The Service Provider shall:
- 31.6.1 at the Authority's request and in any event upon the termination or expiry of the Contract, promptly deliver to the Authority or destroy as the Authority may direct all documents and other materials in the possession, custody or control of the Service Provider (or the relevant parts of such materials) that bear or incorporate the whole or any part of the Confidential Information and if instructed by the Authority in writing, remove all electronically held Confidential Information, including the purging of all disk-based Confidential Information and the reformatting of all disks; and
- 31.6.2 not, except where provided in this Clause 31 or with the prior written consent of the Authority, disclose to any person the nature or content of any discussions or negotiations between the Parties relating to the Confidential Information.
- 31.7 The Service Provider acknowledges that damages would not be an adequate remedy for any breach by it of this Clause 31 and that (without prejudice to all other rights, powers and remedies which the Authority may be entitled to as a matter of law) the Authority shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of this Clause 31 and no proof of special damages shall be necessary for the enforcement of the provisions of this Clause 31.
- 31.8 Notwithstanding Clause 32, the Authority shall have the same obligations as those imposed on the Service Provider under this Clause 31 in respect of those categories of confidential information set out in Schedule 21 ("**Service Provider Confidential Information**"), except that the Authority may:
- 31.8.1 disclose the Service Provider Confidential Information where the Authority considers that it is obliged to do so under any of the legislation referred to in Clause 32;
- 31.8.2 use the Service Provider Confidential Information to the extent necessary to obtain the benefit of the Service Provider's performance under this Contract;
- 31.8.3 disclose the Service Provider Confidential Information to any member of the Authority Group; and
- 31.8.4 disclose such Service Provider Confidential Information as may be required to be published in the Official Journal of the European Union and any associated tender documentation; and
- 31.8.5 disclose such Service Provider Confidential Information as may be required to transition the Service to a Successor Operator .

31.9 The provisions of this Clause 31 will survive any termination of this Contract for a period of 6 years from termination which (for the avoidance of doubt) shall not include information that the parties identify and agree as being commercially sensitive information of the Service Provider.

32 FREEDOM OF INFORMATION AND TRANSPARENCY

32.1 The Service Provider acknowledges that the Authority:

32.1.1 is subject to the FOI Legislation and agrees to assist and co-operate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

32.1.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

32.2 Without prejudice to the generality of Clause 32.1, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

32.2.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within 2 Business Days of receiving such Information Access Request; and

32.2.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within 5 Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

32.3 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.

32.4 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.

32.5 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 31.8 and this Clause 32, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.

32.6 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.

32.7 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant

to Clause 32.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

33 DISPUTE RESOLUTION

- 33.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 33.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to the Director of Customer Experience (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 33.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the notice shall identify one or more proposed mediators.
- 33.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 33.5 Where a dispute is referred to mediation under Clause 33.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 33.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 33.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 51
- 33.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 33.
- 33.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 33 shall not apply in respect of any circumstances where such remedies are sought.

34 BREACH AND TERMINATION OF CONTRACT

- 34.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately (or so as to be effective at such future time as the Authority may specify) upon giving notice to the Service Provider if:
- 34.1.1 in addition and without prejudice to Clauses 34.1.2 to 34.1.11 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;
 - 34.1.2 the Service Provider is subject to an Insolvency Event;
 - 34.1.3 in the event that there is a change of ownership referred to in Clause 17.3 or the Service Provider is in breach of Clause 17.3;
 - 34.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 18;
 - 34.1.5 in the circumstances described in Clause 17.3 if there is a change of ownership of a guarantor of the type referred to in that Clause;
 - 34.1.6 the Service Provider breaches its obligation to deposit any Depositable IPR as described in paragraph 2.8 of Schedule 10 (IPR Management and Licences).
 - 34.1.7 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010;
 - 34.1.8 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or
 - 34.1.9 the Service Commencement Date has not occurred prior to the SCD Long-Stop Date;
 - 34.1.10 the Compliance Certificate for the Final Service Transition Milestone is not achieved prior to the Transition Long-Stop Date; or
 - 34.1.11 the Service Provider's liability to the Authority under the Contract reaches or exceeds in the relevant period eighty per cent (80%) of :
 - 34.1.11.1 the £5 million aggregate per annum limit in respect of Losses within the scope of the Insurance maintained by the Service Provider pursuant to Clause 27.1.4; or
 - 34.1.11.2 the Cap described in Clause 26.6, in respect of Losses falling within the scope of Clause 26.5.
- 34.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 12 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 34.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of

any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.

- 34.3 Subject to Clauses 34.4 and 34.6, neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event and, provided that, where that Party is the Service Provider, the impact of that Force Majeure Event could not have reasonably been avoided or prevented by the Service Provider and the Service Provider has complied with Clause 34.4. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 34.3 then without prejudice to any rights and liabilities which accrued prior to termination (and, in the case of the Service Provider, to it having complied with Clause 34.4), the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 34.4 If a Force Majeure Event occurs which affects the Service Provider, the Service Provider will:
- 34.4.1 promptly upon becoming aware of the Force Majeure Event give notice to the Authority setting out details of the nature, extent and anticipated duration of the Force Majeure Event, the expected impact of the Force Majeure Event on its ability to perform its obligations and the steps it is taking and/or proposes to take to comply with Clause 34.4.2;
- 34.4.2 use its reasonable endeavours to mitigate the effects of the Force Majeure Event, to continue to perform the affected obligations notwithstanding the occurrence of the Force Majeure Event and to ensure that the Force Majeure Event comes to an end, including taking such steps as may be reasonably required by the Authority;
- 34.4.3 keep the Authority informed of all developments relating to the Force Majeure Event and the steps being taken to comply with Clause 34.4.2, including by providing regular written updates in respect of all the matters covered by the notice given under Clause 34.4.1 and by attending such meetings and supplying such information as may reasonably be required by the Authority from time to time;
- 34.4.4 continue to perform all of its obligations under this Contract, the performance of which is not affected by the Force Majeure Event; and
- 34.4.5 to the extent it is able to do so notwithstanding the occurrence of the Force Majeure Event, provide all such assistance to the Authority and/or such other persons as the Authority may request in connection with the Authority securing an alternative supply of those Services which the Service Provider is

delayed in or prevented from supplying due to the Force Majeure Event (including by providing and permitting the use by the Authority or its nominee of assets, equipment and personnel).

- 34.5 A Party will not be in breach of this Contract or otherwise liable to the other Party for any failure to perform or delay in performing its obligations under this Contract to the extent that this is due to a Force Majeure Event affecting the other Party. In particular, if the Service Provider is the Party affected by the Force Majeure Event the Authority will have no liability to pay Charges to the Service Provider in respect of any Services which the Service Provider does not supply due to the Force Majeure Event.
- 34.6 Nothing in Clause 34.3 will relieve the Service Provider from its obligations under this Contract to create, implement and operate the Major Incident Plan. Accordingly, if a Force Majeure Event affecting the Service Provider occurs which is an event or circumstance that is within the scope of the Major Incident Plan, or would have been had the Service Provider and/or Major Incident Plan complied with Clause 9 (Major Incident Management) and Schedule 8 (Service Management), then Clause 34.3 will only apply to that Force Majeure Event to the extent that the impacts of that Force Majeure would have arisen even if the Major Incident Plan had complied with, and had been fully and properly implemented and operated in accordance with, Clause 9, Schedule 8 (Service Management) and the terms of the Major Incident Plan in respect of that Force Majeure Event.
- 34.7 Without prejudice to the Authority's right to terminate the Contract under Clause 34.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1 (Key Contract Information), provided that this Clause 34.7 may be disapplied by notice to that effect in Schedule 1.
- 34.8 Without prejudice to the Authority's right to terminate the Contract under Clauses 34.1, 34.7 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 38.
- 34.9 To the extent that the Authority has a right to terminate the Contract under this Clause 34 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted in accordance with the Variation procedure proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.
- 34.10 The Service Provider may by providing not less than three (3) months' written notice, terminate this Contract if the Authority fails to pay any undisputed sum in accordance with Clause 11 which is in excess of £10,000 (ten thousand pounds sterling) and has subsequently failed to remedy such breach within

sixty (60) days of written notice of such breach from the Service Provider provided that in the case of such termination:

- 34.10.1 the Authority shall be responsible for making such payments to the Service Provider as have accrued and are properly payable in respect of the period prior to the Expiry Date but;
- 34.10.2 in no circumstances shall the Authority have any other liability to the Service Provider in respect of or connected with such termination, including (without limitation) any loss of anticipated profit.

35 CONSEQUENCES OF TERMINATION OR EXPIRY

- 35.1 Notwithstanding termination of this Contract pursuant to Clause 34 or expiry in accordance with Clause 2, any applicable Handback Period shall apply pursuant to Schedule 11 (Handback of Services) and the provisions of this Contract shall continue until the Expiry Date.
- 35.2 Not used
- 35.3 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 35.4 Upon expiry or termination of the Contract (howsoever caused):
 - 35.4.1 the Service Provider shall, at no further cost to the Authority:
 - 35.4.1.1 in accordance with Schedule 11 (Handback of Services) take all such steps as shall be necessary for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and
 - 35.4.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.
 - 35.4.2 the Authority shall (subject to Clauses 25, 35.1 and 35.5 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 7 (Pricing Schedule) or otherwise reasonably determined by the Authority.
- 35.5 On termination of all or any part of the Contract, the Authority may enter into any agreement with any Third Party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated by the Authority under Clauses 34.3, 34.7 or 34.8) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct

such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

36 HANDBACK OF SERVICES

36.1 The Service Provider will comply with the Service Provider's obligations under Schedule 11 (Handback of Services) in order to ensure, amongst other things, Service continuity and minimisation of disruption to customers at the end of the Contract and during the Handback Period.

36.2 Cooperation in Relation to Handback of Services

Without limiting the Service Provider's TUPE obligations and Clauses 24 (Records, Audit and Inspection) and 37 (Transfer of Employees on Expiry or Termination), the Service Provider shall pro-actively co-operate and work with the Authority Group and/or any Successor Operator(s):

36.2.1 from the earliest of:

36.2.1.1 12 months prior to the expiry of the Initial Term; or; or

36.2.1.2 the date on which any notice to terminate this Contract is issued by the Authority or the Service Provider,

until the Expiry Date ;

36.2.2 by providing such services, advice, assistance, support, information, documentation, data, access and taking such steps as are reasonably requested by the Authority including;

36.2.2.1 as described in the Handback Plan and/or the Handback Programme;

36.2.2.2 in respect of the provision of the Services (or services which are substantially similar to the Services);

36.2.2.3 in respect of the Supplier System and/or the Service Levels;

36.2.2.4 in relation to any Intellectual Property Rights within the scope of Clause 29 and subject always to Clause 31;

36.2.2.5 to enable the Authority (and/or another member of the Authority Group and/or any Successor Operator(s)) to understand how to replace Proprietary Tools and how to transfer Data from Proprietary Tools to replacement tools and;

36.2.2.6 in respect of the Authority otherwise drafting any notice, invitation, request or other tender or negotiation process and/or providing any due diligence or other information for recipients of such a notice, invitation, request or other process,

whether or not the Service Provider or a member of the Service Provider Group is a recipient of or invited by the Authority Group to be involved in such process; and

36.2.3 in order to:

36.2.3.1 facilitate (i) the invitation of bids from, (ii) the selection of, and (iii) the appointment of, any Successor Operator(s)

36.2.3.2 prepare for an orderly and smooth transfer to any member of the Authority Group and/or any Successor Operator(s) of the provision of the Services (or services substantially similar to the Services) and/or the Supplier System (or any relevant part thereof);

36.2.3.3 minimise disruption, inconvenience or any risk to the Services (or services substantially similar to the Services) and any interfacing systems and Services.,

36.3 Handback Plan and Service End Dates

36.3.1 The Authority anticipates that the transfer of the Services to a Successor Operator may take place on the basis of a transition on a single “**End Date**” (which in those circumstances would also be the Expiry Date) or alternatively, on a phased step down of Services with completion of each phase or service being an “**End Date**” (and the last of such dates being the Expiry Date).

36.3.2 The Authority may, in its absolute discretion and by giving written notice in the form of a Variation to the Service Provider:

36.3.2.1 specify an End Date in relation to the termination of any particular Service and/or part of the Supplier System having regard for the proper management and transitioning of the relevant Service or part of the Supplier System and any phasing of various individual End Dates; and/or

36.3.2.2 revise or delay the relevant End Date for any reason including where the Authority Group and/or any Successor Operator is not ready to take over responsibility for the Service (or any replacing service) and/or the Supplier System (or any part thereof),

provided that the Authority shall not specify or require as an End Date any date which is a) prior to the effective date of any notice to terminate this Contract or any part thereof taking effect in relation to any termination of that Service pursuant to Clause 34 or b) otherwise (where no such notice to terminate has been given) prior to the end of the Initial Term (or, where extended in accordance with Clause 2.2, the end of the relevant Extension Year). The Service Provider shall continue to provide the relevant Service and/or part of the Supplier System and any other required activities pursuant to this Contract until the relevant End Date.

36.4 Handback Procedure

36.4.1 The Authority shall provide to the Service Provider as much information as is reasonably practicable regarding the Authority’s proposed arrangements for the performance of the Services (or services similar to the Services) by the Successor Operator(s) and/or any member of the Authority Group (as the case may be) (the “**Successor Plan**”). If there are changes to the Successor Plan, the Authority shall update such information and shall provide such updated information to the Service Provider.

36.4.2 The Service Provider shall prepare and provide the following in accordance with of Schedule 11 (Handback of Services):

36.4.2.1 the Handback Plan and any updates thereto;

36.4.2.2 the Handback Programme and any updates thereto; and

36.4.2.3 the Handback Status Reports and any updates thereto.

36.5 No additional charges will be payable to the Service Provider for the services provided pursuant to this Clause 36. However:-

36.5.1 if the Service Provider is required to produce more than 2 iterations of each of the Handback Plan or the Handback Programme (other than as result of any failure by the Service Provider to comply with its obligations and not counting revisions to those documents to take into account the reasonable comments of the Authority in accordance with the provisions of Schedule 11 (Handback of Services); and

36.5.2 carrying out the Handback Plan

shall be chargeable activity which is not included in the Charges and shall be determined pursuant to the Variation Procedure.

37 TRANSFER OF EMPLOYEES ON EXPIRY OR TERMINATION.

37.1 The Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority from time to time [but no more than twice in any twelve month period and in any event not more than 10 Business Days after the date of any notice to terminate this Contract given by either Party, the following information to the Authority:

37.1.1 an anonymised list of current Service Provider Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the “**Staff List**”);

37.1.2 such of the information specified in Appendix 1 to this Clause 37 as is requested by the Authority in respect of each individual included on the Staff List;

37.1.3 a list of all persons who are engaged or have been engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and a full explanation of why the Service Provider thinks such persons will not transfer,

such information together being the “**Staffing Information**”.

37.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and/or any changes to any Staffing Information already provided.

37.3 The Service Provider warrants to the Authority that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

37.4 Subject to Clause 37.5, the Service Provider will provide the Authority with a final Staff List (the “**Final Staff List**”) and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.

37.5 If the Contract is terminated by the Authority in accordance with Clause 34.1, 34.7, 34.8, or 34.9 then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 14 days after a) the date of the notice or b) the date of termination of the Contract (whichever is the earlier).

- 37.6 The Service Provider warrants that as at the Further Transfer Date:
- 37.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
 - 37.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
 - 37.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.
- 37.7 During the Relevant Period the Service Provider will not and will procure that its sub-contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- 37.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
 - 37.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List;
 - 37.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
 - 37.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider Personnel; or
 - 37.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- 37.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the period referred to in Clause 37.7 regardless of when such notice takes effect.
- 37.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this Clause 37 in anonymised form for the provision of the Services (or similar services) and to any Third Party engaged by the Authority to review the delivery of the Services and to any Successor Operator.
- 37.10 If TUPE applies on the expiry or termination of the Contract or the appointment of a Successor Operator, the following will apply:
- 37.10.1 The contracts of employment of each member of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Successor Operator (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).

37.10.2 During the Relevant Period the Service Provider will:

37.10.2.1 provide the Authority or Successor Operator (as appropriate) with access to such employment and payroll records as the Authority or Successor Operator (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Successor Operator (as appropriate);

37.10.2.2 allow the Authority or Successor Operator (as appropriate) to have copies of any of those employment and payroll records;

37.10.2.3 provide all original employment records relating to the Re-Transferring Personnel to the Authority or Successor Operator (as appropriate); and

37.10.2.4 co-operate with the Authority and any Successor Operator in the orderly management of the transfer of employment of the Re-Transferring Personnel.

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such Sub-Contractors provide the Authority or Successor Operator (as appropriate) with the same level of access, information and cooperation.

37.10.3 The Service Provider warrants to each of the Authority and the Successor Operator that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Successor Operator (if appointed) in writing to the contrary) to the Service Provider's knowledge:

37.10.3.1 is under notice of termination;

37.10.3.2 is on long-term sick leave;

37.10.3.3 is on maternity, parental or adoption leave;

37.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;

37.10.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Successor Operator (as appropriate);

37.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;

37.10.3.7 has received a written warning (other than a warning that has lapsed);

37.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or

37.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to the Authority or Successor Operator (as appropriate) under TUPE.

37.10.4 The Service Provider undertakes to each of the Authority and any Successor Operator that it will (and will procure that its Sub-Contractors will):

37.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment of the Re-Transferring

- Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;
- 37.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;
- 37.10.4.3 to pay to the Authority or the Successor Operator (as appropriate) within 7 days of the Further Transfer Date an apportioned sum in respect of Employment Costs as set out in Clause 37.10.5; and
- 37.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Successor Operator (as appropriate) such information as the Authority or Successor Operator may request in order to verify such compliance.
- 37.10.5 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:
- 37.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to and including the Further Transfer Date;
- 37.10.5.2 the Authority or (where appointed) any Successor Operator will be responsible for the Employment Costs relating to the period after the Further Transfer Date
- and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid) except that there will be no apportionment in respect of the Re-Transferring Personnel's holiday entitlements.
- 37.10.6 The Service Provider will indemnify and keep indemnified each of the Authority and any Successor Operator from and against all Employment Liabilities which the Authority and/or the Successor Operator incurs or suffers arising directly or indirectly out of or in connection with:
- 37.10.6.1 any failure by the Service Provider to comply with its obligations under this Clause 37.10;
- 37.10.6.2 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;
- 37.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Successor Operator to comply with Regulation 13 of TUPE);
- 37.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Contract Commencement Date to the Further Transfer Date;
- 37.10.6.5 any claim or demand or other action taken against the Authority or any Successor Operator by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that

the Authority or Successor Operator has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE.

37.11 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider Personnel or former Service Provider Personnel.

37.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

37.12.1 is still an employee or Sub-Contractor of the Service Provider or any of the Service Provider's associated companies; and

37.12.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider and/or its employees or Sub-Contractors on such consultation. The Service Provider will use all reasonable endeavours to procure that such persons co-operate with the Authority's requests.

37.13 Clause 40.1 shall be amended so that benefits conferred on the Successor Operator under this Clause 37 shall be enforceable by them.

Appendix 1 to Clause 37

Information to be provided in respect of those on the Staff List

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Date of birth
- Role title/designation and role profile
- Annual salary £
- Bonus and commission amount and frequency
- Pay frequency and date
- Overtime - contractual or non-contractual and rates
- Contractual working hours
- Contract type - permanent/temporary
- Geographical area of work / location
- Commencement of employment date
- Continuous service date
- Car allowance
- Pension contributions
 - Employer
 - Employee
 - Including additional info on:

- who were originally employees of the Authority,
 - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme,
 - whose employment transferred from the Authority to the Service Provider under TUPE; and
 - who were entitled to broadly comparable benefits under the Existing Service Provider's Scheme
- Details of any contracting out certificate
 - Details of the relevant employee representative body or bodies and relevant collective agreements
 - Date of annual pay award
 - Annual leave entitlement
 - Contractual notice period
 - Public holiday /concessionary days entitlement
 - Sickness entitlement (in 12 month rolling period)
 - Salary/wage increases pending
 - Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
 - Details of any other benefits provided, whether contractual or non-contractual
 - Copy of employment contract or applicable standard terms and employee handbook
 - Any loans or educational grants
 - For those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required by law to demonstrate a right to work in the United Kingdom
 - Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
 - Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
 - Department and place on organisation chart
 - Average absence due to sickness
 - Training and competency records

38 DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT

- 38.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 35 and Clauses 38.1, 38.2, 38.4 to 38.6 and clause 38.12 shall apply as from the time when the Declaration of Ineffectiveness is made.
- 38.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness save as otherwise expressly provided to the contrary in Clauses 38.1 to 38.6 inclusive.

- 38.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 38.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 38.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and
- 38.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities, in accordance with the provisions of Clauses 38.2 to 38.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.
- 38.4 Where there is any conflict or discrepancy between the provisions of Clause 35 and Clauses 38.2 to 38.6 (inclusive) and 38.12 or the Cessation Plan, the provisions of these Clauses 38.2 to 38.6 (inclusive) and 38.12 and the Cessation Plan shall prevail.
- 38.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.
- 38.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.
- 38.7 Without prejudice to the Authority's rights of termination implied into the Contract by the Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contract Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 38.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:
- 38.7.1 the provisions of Clauses 35 and these Clauses 38.7 to 38.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event;
- 38.7.2 if there is any conflict or discrepancy between the provisions of Clauses 35 and these Clauses 38.7 to 38.12 (inclusive) or the Cessation Plan, the provisions of these Clauses 38.7 to 38.12 (inclusive) and the Cessation Plan shall prevail.
- 38.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement

Termination Grounds in respect of the period prior to such termination, save as otherwise expressly provided in Clause 38.7 to 38.12 inclusive.

- 38.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 38.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and
- 38.9.2 minimal disruption or inconvenience to the Authority or to customers of the Service or to public passenger transport services or facilities,
- in accordance with the provisions of these Clauses 38.7 to 38.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.
- 38.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 38.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of a Public Procurement Termination Grounds.
- 38.12 For the avoidance of doubt, the provisions of this Clause 38 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

39 SURVIVAL

- 39.1 The provisions of Clauses 1, 4.1.3, 10, 11, 12.1.4, 17.2.2, 17.2.3, 19.1.1, 19.1.2, 19.1.5, 19.1.6, 19.2, 22, 24-28 (inclusive), 29, 30-41 (inclusive), 43-49 (inclusive), 50, and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

40 RIGHTS OF THIRD PARTIES

- 40.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it except an Existing Service Provider and its sub-contractors to the extent provided in Clause 14.10.

- 40.2 Notwithstanding Clause 40.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

41 CONTRACT VARIATION

- 41.1 Save where the Authority may require an amendment to the Services (in which case the Variation procedure set out in Schedule 9 (Form of Variation) shall apply), the Contract may only be varied or amended with the written agreement of both Parties. The details of any Variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Schedule 9 (Form of Variation) and shall not be binding upon the Parties unless completed in accordance with such form of variation.

42 NOVATION

- 42.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).
- 42.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer of all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.
- 42.3 Subject to Clause 17, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

43 NON-WAIVER OF RIGHTS

- 43.1 No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 45. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

44 ILLEGALITY AND SEVERABILITY

- 44.1 If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and

the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

45 NOTICES

45.1 Any notice, demand or communication in connection with this Contract (including a Notice) will be in writing and may be delivered by hand, prepaid recorded delivery first class post or e-mail addressed to the recipient at its registered office or the address stated in Schedule 1 (Key Contract Information) or any other address notified to the other Party in writing in accordance with this Clause 45 as an address to which notices, invoices and other documents may be sent provided that any notice (or Notice) to be served pursuant to Clause 33 (Dispute Resolution) or Clause 34 (Breach and Termination of Contract) shall not be capable of being served by e-mail. The notice, demand or communication will be deemed to have been duly served:

45.1.1 if delivered by hand, at the time of delivery;

45.1.2 if delivered by post, 2 Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

45.1.3 if e-mail is permitted for such notice, if sent by e-mail to that Party's e-mail address, at the time of sending (or, if sending is not on a Business Day or is after 5pm (at the location of the recipient) on a Business Day, at 9am on the next following Business Day), provided that a confirming copy is delivered by hand or sent by first class post to the other Party within 24 hours after sending the e-mail.

46 ENTIRE AGREEMENT

46.1 Subject to Clause 46.2:

46.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

46.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

46.2 Nothing in this Clause 46 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

47 COUNTERPARTS

- 47.1 This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

48 RELATIONSHIP OF THE PARTIES

- 48.1 Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

49 FURTHER ASSURANCE

- 49.1 The Service Provider shall provide Assurance to the Authority in accordance with the requirements of Schedule 14 (Assurance) in order to provide clarity and visibility to the Authority in relation to the Service Providers compliance with its obligations under this Contract.
- 49.2 Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

50 AUTHORITY EVENTS

- 50.1 The Service Provider will immediately give notice to the Authority as soon as reasonably practicable, but in all cases within two (2) Business Days of the Service Provider becoming aware that an Authority Event has arisen or is likely to arise. That notice must include:
- 50.1.1 details of that Authority Event (including the date of occurrence or likely occurrence);
 - 50.1.2 details of the delay (if any) to completion of Transition or the likely impact (if any) on performance of the relevant Services; and
 - 50.1.3 a calculation of the increased costs (if any) that the Service Provider is likely to incur as a direct result of that Authority Event in completing Transition or performing the Services (as the case may be),
 - 50.1.4 in each case in sufficient detail to enable the Authority to reasonably understand, consider and assess the same and the likely impact on the Service Provider's obligations under this Contract.
- 50.2 The Service Provider will promptly supply to the Authority such further information relating to any Authority Event and the rights claimed by the Service Provider under this Clause 50 as the Authority may reasonably request from time to time.
- 50.3 If the Service Provider does not provide any information required to be provided under Clauses 50.1 or 50.2 on the date when it should be provided then the Service Provider's rights to be relieved from performance of its

obligations and/or to be reimbursed for additional costs incurred by it pursuant to this Clause 50 will not apply to the extent relief would not have been required or costs incurred had the information been provided within the required timescale.

50.4 Subject to Clauses 50.1, 50.2, 50.5, 50.6, and 50.7, if an Authority Event occurs then if that Authority Event directly:

50.4.1 results in a delay to any Transition Milestone being achieved, or to the Service Commencement Date or to the completion of Transition beyond the SCD Long Stop Date or the Transition Long Stop Date (as the case may be), the relevant Transition Milestone Date, and/or the SCD Long Stop Date and/or the Transition Long Stop Date (as the case may be) will be postponed to such future date as is reasonable given the nature and extent of the relevant Authority Event;

50.4.2 following the Service Commencement Date, affects performance of, or results in a delay to, performance of the Services (or part of them) then the Service Provider's obligation to perform the affected Services (including its obligation to meet Service Levels and reduce the Charges by way of crediting Service Credits and/or Service Deductions (where appropriate) will be deemed to be amended, or delayed (as appropriate), to the extent reasonable to reflect the relevant Authority Event provided that nothing in this Clause 50.4.2 will extend the Term; or

50.4.3 causes the Service Provider to incur additional costs, the Service Provider will (subject to Clause 50.5.3) be able to recover such reasonable additional costs from the Authority that directly flow from the relevant Authority Event in accordance with the principles set out in Clause 50.6.

50.5 The Service Provider will only be entitled to the rights contained in Clause 50.4 if:

50.5.1 the Service Provider has at all times acted in accordance with good industry practice and used all reasonable endeavours to:

50.5.1.1 mitigate the effects of the relevant Authority Event;

50.5.1.2 continue to perform all of its obligations under this Contract in accordance with its terms; and

50.5.1.3 minimise any additional costs incurred by or on behalf of the Service Provider as a result of the relevant Authority Event;

50.5.2 the Service Provider has complied in full with all of the provisions of this Clause 50; and

50.5.3 in respect of the ability to recover additional costs pursuant to Clause 50.4.3, the additional costs which the Service Provider would be entitled to recover in respect of the relevant Authority Event exceed £500 ("**the Threshold**") provided that:-

50.5.3.1 for the purpose of determining whether the Threshold is exceeded, each act, omission, incident or circumstance which constitutes an Authority Event shall be considered individually and there will be no aggregation of such acts, omissions incidents or circumstances; but subject to that,

- 50.5.3.2 if the Threshold is exceeded for any individual act, omission, incident or circumstance which constitutes an Authority Event, the Service Provider shall be entitled to recover the whole amount and not just the excess.
- 50.6 The additional costs that the Service Provider can recover pursuant to Clause 50.4.3 will be calculated in accordance with the principles in paragraph 7 (Value for Money) of Schedule 9 (Form of Variation), as if the relevant Authority Event had been a Variation, and shall take into account any savings made by the Service Provider in connection with the Authority Event.
- 50.7 The Service Provider will verify and justify such costs by reference to its accounting records and the Authority will be granted full access to any relevant records in accordance with Clause 24 (Records, Audit and Inspection).
- 50.8 The Service Provider will give notice to the Authority of all amounts which it believes are due to it pursuant to Clause 50.4.3 not less than 20 Business Days prior to the date on which the Authority is proposed to be invoiced for the same and will provide details of all relevant calculations.
- 50.9 If the Parties do not agree upon any amounts invoiced (or proposed to be invoiced) by the Service Provider to the Authority pursuant to this Clause 50, either Party may refer the dispute to the Dispute Resolution Procedure and pending resolution the amounts in dispute will not be payable by the Authority. Any sums due to the Service Provider following resolution of such dispute will be added to the instalment of the Charges due next following such resolution and, if no such Charges are due, as a debt due within 20 Business Days of the resolution of the dispute.
- 50.10 The Service Provider will have no rights pursuant to Clause 50.4 unless and until the extent of the Service Provider's entitlement to relief from performance of, or right to delay performance of the Services or complete Transition (as appropriate) has been agreed by the Parties in writing. If the Parties cannot agree upon whether or not a Authority Event has arisen and/or the extent or consequences of a Authority Event or the extent of any relief due to the Service Provider under Clause 50.4 the matters in dispute will be referred to the Dispute Resolution Procedure.
- 50.11 The Service Provider's sole remedies in respect of any Authority Event will be as set out in this Clause 50. The Service Provider will have no right to terminate this Contract pursuant to Clause 34 (Breach and Termination of Contract) (or otherwise) in respect of any Authority Event.

51 GOVERNING LAW

- 51.1 The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 33, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

<p>Signed by for and on behalf of the Authority</p>	<p>Print name. [REDACTED]</p> <p>Position. [REDACTED]</p> <p>Signature. [REDACTED]</p> <p>Date. [REDACTED]</p>
<p>Signed by for and on behalf of the Service Provider</p>	<p>Print [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>



1. SCHEDULE 1 – KEY CONTRACT INFORMATION

(1) Contract Reference Number:

(2) Commencement:

a. Contract Commencement Date: 1st November 2017

b. Service Commencement Date: TBC

(3) Initial Term: 5 years from the Service Commencement Date

(4) Payment (see Clauses 11.1, 11.2 and 11.4):

Clause 11.1

Where no alternative is listed, the invoice period shall be every Period in arrears during the Term.

Clause 11.2

Where the Service Provider wishes to invoice electronically, the Service Provider shall use the format detailed in the EP2P Vendor Handbook, to be provided by the Authority electronically.

Clause 11.4

Where no alternative is listed, payment must be made within 30 days of receipt of invoices.

(5) Address where invoices shall be sent:

Transport for London

Accounts Payable

PO Box 45276

14 Pier Walk

SE10 1AJ

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:

Email address: etrading@tfl.gov.uk

(6) Details of the Authority's Contract Manager

Name:	[REDACTED]
Address:	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Tel:	[REDACTED]

Email: [REDACTED]

(7) Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Responsible for dealing with escalations and agreement of Contract Variations.
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Responsible for overall management of the Contract, contract billing, and oversight of operations across the Service Provider's organisation.

(8) Notice period in accordance with Clause 34.7 (termination without cause):

Minimum of 180 calendar days at any time but not before the first anniversary of the Service Commencement Date.

(9) Address for service of notices in accordance with Clause 45:

For the Authority:

Transport for London, 14 Pier Walk, 3rd Floor 6R, LONDON, SE10 0ES,

[REDACTED]

[REDACTED]

For the Service Provider:

Novacraft Group

Lakeside House, 9 The Lakes, Bedford Road, Northampton, NN4 7HD

[REDACTED]

[REDACTED]

(10) Applicable Appendix of Schedule 10 (IPR Management and Licences) for the purposes of Clause 29:

Appendix 2

APPENDIX 1 – AUTHORITY PERIODS

Financial Year	Start of Period 1	Start of Period 2	Start of Period 3	Start of Period 4	Start of Period 5	Start of Period 6	Start of Period 7	Start of Period 8	Start of Period 9	Start of Period 10	Start of Period 11	Start of Period 12	Start of Period 13	End of Period 13
2015-16	01/04/2015	03/05/2015	31/05/2015	28/06/2015	26/07/2015	23/08/2015	20/09/2015	18/10/2015	15/11/2015	13/12/2015	10/01/2016	07/02/2016	06/03/2016	31/03/2016
2016-17	01/04/2016	01/05/2016	29/05/2016	26/06/2016	24/07/2016	21/08/2016	18/09/2016	16/10/2016	13/11/2016	11/12/2016	08/01/2017	05/02/2017	05/03/2017	31/03/2017
2017-18	01/04/2017	30/04/2017	28/05/2017	25/06/2017	23/07/2017	20/08/2017	17/09/2017	15/10/2017	12/11/2017	10/12/2017	07/01/2018	04/02/2018	04/03/2018	31/03/2018
2018-19	01/04/2018	29/04/2018	27/05/2018	24/06/2018	22/07/2018	19/08/2018	16/09/2018	14/10/2018	11/11/2018	09/12/2018	06/01/2019	03/02/2019	03/03/2019	31/03/2019
2019-20	01/04/2019	28/04/2019	26/05/2019	23/06/2019	21/07/2019	18/08/2019	15/09/2019	13/10/2019	10/11/2019	08/12/2019	05/01/2020	02/02/2020	01/03/2020	31/03/2020
2020-21	01/04/2020	03/05/2020	31/05/2020	28/06/2020	26/07/2020	23/08/2020	20/09/2020	18/10/2020	15/11/2020	13/12/2020	10/01/2021	07/02/2021	07/03/2021	31/03/2021
2021-22	01/04/2021	02/05/2021	30/05/2021	27/06/2021	25/07/2021	22/08/2021	19/09/2021	17/10/2021	14/11/2021	12/12/2021	09/01/2022	06/02/2022	06/03/2022	31/03/2022
2022-23	01/04/2022	01/05/2022	29/05/2022	26/06/2022	24/07/2022	21/08/2022	18/09/2022	16/10/2022	13/11/2022	11/12/2022	08/01/2023	05/02/2023	05/03/2023	31/03/2023
2023-24	01/04/2023	30/04/2023	28/05/2023	25/06/2023	23/07/2023	20/08/2023	17/09/2023	15/10/2023	12/11/2023	10/12/2023	07/01/2024	04/02/2024	03/03/2024	31/03/2024
2024-25	01/04/2024	28/04/2024	26/05/2024	23/06/2024	21/07/2024	18/08/2024	15/09/2024	13/10/2024	10/11/2024	08/12/2024	05/01/2025	02/02/2025	02/03/2025	31/03/2025
2025-26	01/04/2025	27/04/2025	25/05/2025	22/06/2025	20/07/2025	17/08/2025	14/09/2025	12/10/2025	09/11/2025	07/12/2025	04/01/2026	01/02/2026	01/03/2026	31/03/2026
2026-27	01/04/2026	03/05/2026	31/05/2026	28/06/2026	26/07/2026	23/08/2026	20/09/2026	18/10/2026	15/11/2026	13/12/2026	10/01/2027	07/02/2027	07/03/2027	31/03/2027
2027-28	01/04/2027	02/05/2027	30/05/2027	27/06/2027	25/07/2027	22/08/2027	19/09/2027	17/10/2027	14/11/2027	12/12/2027	09/01/2028	06/02/2028	05/03/2028	31/03/2028
2028-29	01/04/2028	30/04/2028	28/05/2028	25/06/2028	23/07/2028	20/08/2028	17/09/2028	15/10/2028	12/11/2028	10/12/2028	07/01/2029	04/02/2029	04/03/2029	31/03/2029
2029-30	01/04/2029	29/04/2029	27/05/2029	24/06/2029	22/07/2029	19/08/2029	16/09/2029	14/10/2029	11/11/2029	09/12/2029	06/01/2030	03/02/2030	03/03/2030	31/03/2030
2030-31	01/04/2030	28/04/2030	26/05/2030	23/06/2030	21/07/2030	18/08/2030	15/09/2030	13/10/2030	10/11/2030	08/12/2030	05/01/2031	02/02/2031	02/03/2031	31/03/2031
2031-32	01/04/2031	27/04/2031	25/05/2031	22/06/2031	20/07/2031	17/08/2031	14/09/2031	12/10/2031	09/11/2031	07/12/2031	04/01/2032	01/02/2032	29/02/2032	31/03/2032
2032-33	01/04/2032	02/05/2032	30/05/2032	27/06/2032	25/07/2032	22/08/2032	19/09/2032	17/10/2032	14/11/2032	12/12/2032	09/01/2033	06/02/2033	06/03/2033	31/03/2033
2033-34	01/04/2033	01/05/2033	29/05/2033	26/06/2033	24/07/2033	21/08/2033	18/09/2033	16/10/2033	13/11/2033	11/12/2033	08/01/2034	05/02/2034	05/03/2034	31/03/2034
2034-35	01/04/2034	30/04/2034	28/05/2034	25/06/2034	23/07/2034	20/08/2034	17/09/2034	15/10/2034	12/11/2034	10/12/2034	07/01/2035	04/02/2035	04/03/2035	31/03/2035

2. SCHEDULE 2 – OVERVIEW OF THE CONTRACT

0. Definitions and Interpretations

0.1. The following definitions and acronyms appear throughout this Schedule.

"Information Technology Infrastructure Library" or "ITIL "	means a set of practices for IT service management (ITSM) that focuses on aligning IT services with the needs of business;
"Service Management"	has the meaning set out in paragraph 1.3.1 of Schedule 8 (Service Management).

1. Introduction

1.1. Scope and Purpose

1.1.1. This Schedule provides an introduction to and an overview of the Contract documentation and the concepts behind both its structure and the approach and language adopted within the Contract and the Schedules.

1.1.2. This overview is intended to introduce and expand on the information provided elsewhere within the Contract to ensure that the concepts and approach underlying the main provisions are easily and properly understood. It is not intended to contain specific obligations on either Party.

1.1.3. The overviews and diagram within this Schedule are intended to provide a high level picture only and should not be interpreted as being complete or comprehensive. In the event of any inconsistency or conflict between the contents of this Schedule and any other part of the Contract, that other part of the Contract shall take precedence.

1.2. Service Continuity

1.2.1. The Authority has developed a reputation for delivering a high quality, reliable and consistent service to its customers through the portfolio of contracts and systems managed by its Customer Experience Directorate. It is essential that this continues and this overview seeks to explain how the Service Provider will operate as part of this portfolio to deliver excellent and potentially more integrated services.

1.2.2. Specific requirements covering transition from the Authority's Existing Service Providers, 'fix first and deal with responsibility later' obligations, Required Variations (whereby the Authority can instruct Variations to proceed, with the cost and other impacts to be determined afterwards), enhanced co-operation obligations, Service management and flexible handback obligations (including the potential for the Authority to instruct phased handback and/or handback continuing over a period beyond the initial or extended contractual period) have been included to re-enforce and support the need for service continuity.

1.2.3. Depending on the nature of the services, the Service Provider may be acting as the system integrator or with a system integrator for the Services

with the objective of ensuring the continuing integrity of the CE Systems Portfolio and the continuity of the Services through the effective management of Incidents and Changes.

1.3. Assurance

1.3.1. The Authority has engaged the Service Provider on the basis of the Service Provider's experience, expertise and proposed solution to the delivery of the Services and other obligations under the Contract. The Authority wishes to give the Service Provider latitude to manage its operations effectively; however, the operation of the CE Systems Portfolio including the Services is critical to the Authority's business operations and consequently the Service Provider needs to demonstrate to the Authority that it is complying with the principles and specific requirements and obligations set out in the Contract. This process is called Assurance and is principally set out in Schedule 14 (Assurance).

1.3.2. Assurance is an activity performed by the Service Provider to demonstrate compliance to the Authority and includes, but is not limited to, the submission of documents, responding to questions and comments, and witness testing. Assurance is frequently an incremental process that provides confidence to both parties of successful delivery. It should not, however, be confused with approval from the Authority and does not relieve the Service Provider of its responsibilities or liability under the Contract.

2. Document Architecture

2.1. Basic Contract Structure

2.1.1. The Contract is constructed from three mutually supporting elements:

2.1.1.1. **Main Terms & Conditions** – this contains the main rights and obligations of the Parties expressed in Clauses;

2.1.1.2. **Schedules** – these contain further obligations, the Service Scope Specification, Service Levels and contract processes expressed in paragraphs, or in the case of the Specification and the standard forms, sections; and

2.1.1.3. **Supporting Documents** – these are documents (if any) which are incorporated into the Contract by reference.

3. Systems Architecture

3.1. Overview

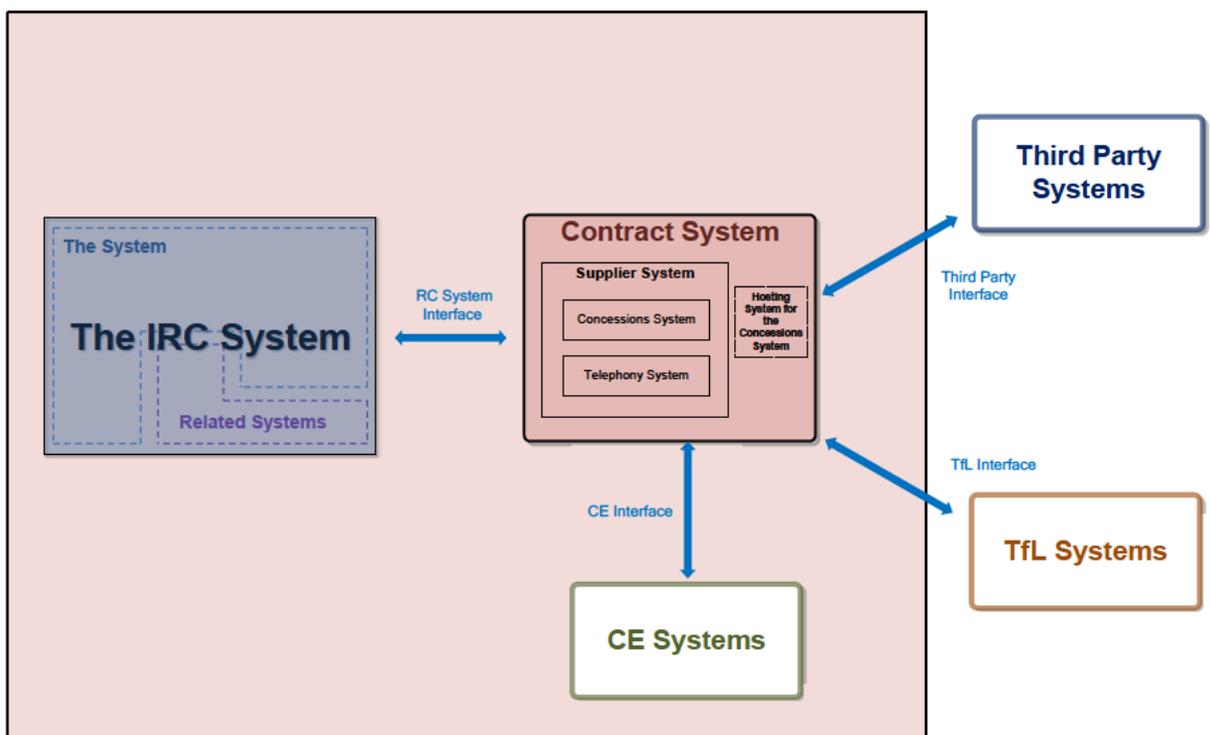
3.1.1. The Authority has constructed a logical architecture of systems to assist the management of the contracts and services under the control of CE with a view to explaining how each supplier will operate and manage system interfaces and changes to ensure service continuity.

3.1.2. Of these systems, the IRC System under the Revenue Collection Contract ("**RCC**") is by far the largest and most complex system. It enables the Authority to retail ticketing products, collect the associated revenue, apportion that revenue between TfL and other parties and to provide management information for the Authority's business.

3.1.3. The RCC places obligations on the RCC Contractor to act as systems integrator to manage, maintain and operate all the systems under its direct control but also the technical interfaces for related and interfacing systems which are to varying degrees dependent on the proper operation of the IRC System in order for them to perform their intended functions.

3.1.4. It is recognised that not all systems providing the Services under this Contract interface with the IRC System and for these there are separate obligations to describe how the Service Provider will operate depending on the category of interface. Systems integration obligations are set out in Schedule 6 (Systems Integration).

3.1.5. The diagram below gives a high level overview of these systems and Interfaces but is not comprehensive particularly in respect of the systems provided by Interfacing Parties:



3.2. Logical Architecture

3.2.1. In order to describe and manage these systems, the Authority has developed a system architecture classification language which may be summarised as follows (with examples where relevant):

3.2.1.1. **CE Systems Portfolio** – the group of systems which CE manage;

3.2.1.2. **System** – a network of functionally dependent modules designed to operate together to deliver a defined series of outputs (e.g. the IRC System and the Supplier System); and

3.2.1.3. **Interfaces** – the connections between individual modules or systems. These can be divided into Internal Interfaces (e.g. those within the Supplier System) and External Interfaces.

3.2.2. As set out in the Contract, language consistent with this classification approach has been adopted, wherever possible, within this Contract to improve communication and understanding of each Party's obligations.

3.2.3. At the date of Contract, the Supplier System is identified as having the Interfaces described in Schedule 6 (Systems Integration) and those may be varied from time to time.

4. The Services

4.1. Overview

4.1.1. The services to be delivered by the Service Provider are set out in Clause 4 (The Services) and further defined along with the Service Levels in Schedule 8 (Service Management).

4.1.2. The Service Levels and requirements set out in Schedule 4 (Service Scope Specification) and Schedule 8 (Service Management) have been developed from the following key metrics which underpin the Authority approach to Service management:

4.1.2.1. **Event Management** - where possible all parts of the Supplier System, Service metrics and deliverables will be proactively monitored. This could be by the Authority's CE operational support system or by the Service Provider's equivalent monitoring system to provide a central command and control function across all service suppliers in the CE Systems Portfolio;

4.1.2.2. **High Availability** - the Supplier System, particularly the customer touch-points must be fully functional and available for use during relevant operating hours. This should be enabled through high, but achievable performance regimes combining reliability, resilience, proactive fault identification and resolution;

4.1.2.3. **Data Completeness** - it is essential to revenue security and a quality customer experience that no Data is lost. Accordingly all Data is to be properly captured and transmitted using robust and resilient processes and protocols; and

4.1.2.4. **Low Latency** - delayed Data transmission adversely affects the customer experience and could lead to revenue loss and Data must be transmitted with the minimum of delay both to and from the customer touch-points.

4.2. Service Management

4.2.1. In order to standardise its approach, the Authority has chosen to adopt elements of the Information Technology Infrastructure Library (ITIL) into its operations and this is reflected in the Contract.

4.2.2. Specific requirements on service management, service design, service transition, service operations, incident management and change management are described in Schedule 3 (Transition) and Schedule 8 (Service Management).

APPENDIX 1 – SERVICE DEPENDENCIES AND MATERIALS

1. Service Dependencies

- 1.1.** The Service Provider has the following dependencies on the Authority in the performance of the Services after Transition:
 - 1.1.1. Logging and routing of the Concessions Customer Correspondence received by the Authority via letter, email, fax and web form.
 - 1.1.2. Routing of calls within the scope of the Services, to the Service Provider.
 - 1.1.3. The provision and maintenance of the software and hardware forming part of the Authority Assets as listed in Appendix 1 (Authority Assets) of Schedule 6 (Systems Integration).
 - 1.1.4. The provision of hardware that is identified as forming part of the Authority Assets shall be fit for card production as detailed in paragraph 5 of Schedule 4 (Service Scope Specification).
 - 1.1.5. The Authority shall make available sufficient hardware (which is to be provided by the Authority as part of the Authority Assets) as reasonably required to enable the Service Provider to comply with the requirements under the Contract.
 - 1.1.6. Where the Authority knows of forthcoming events that are confidential and not public knowledge and which are likely to have a material effect on demand, the Authority shall use reasonable endeavours to notify the Service Provider as soon as reasonably practicable of such event occurring for the purposes of forecasting of demand, including where it is the Authority's expectation that an event is likely to occur at a time that is more than 13 weeks away.
 - 1.1.7. Provide authorised Service Provider Personnel with systems access within seven (7) Business Days, subject to paragraphs 6.4 of Schedule 4 (Service Scope Specification).
 - 1.1.8. Provide reasonable notice of any policy changes or amendments and, where applicable, provide training to enable the Service Provider to adhere to the changes or amendments of the policy.
 - 1.1.9. Provision of the Hosting System.

2. Materials

- 2.1.** There are no materials applicable to this Contract for the purpose of Clause 22.1.2.

3. SCHEDULE 3 – TRANSITION

0. Definitions and Interpretations

0.1. The following definitions and acronyms appear throughout this Schedule.

"Central System"	means the central database which holds Customers' card Data;
"Contact(s)"	means all forms of contact with a Customer including but not limited to contact by telephony calls, correspondence which may be in the form of email, fax, letter, webform and webchat.

1. Introduction

1.1. Purpose

1.1.1. The purpose of this Schedule 3 (Transition) is to set out the Service Provider's obligations in relation to Transition and in particular:

1.1.1.1. the preparations by the Service Provider to take over responsibility for the delivery of the Services;

1.1.1.2. Assurance to be provided by the Service Provider to the Authority that the Service Provider is ready for each phase or stage of Transition and delivery of the Services;

1.1.1.3. the carrying out of a smooth transition of Existing Services (so far as relevant to the Services) to the Service Provider;

1.1.1.4. the preparation, definition and then delivery of the change activities required to successfully transition the Services; and

1.1.1.5. the carrying out of the necessary activities to ensure that the system integrator responsibilities are supported or delivered by the Service Provider.

1.2. Authority Objectives

1.2.1. The objectives of this Schedule 3 (Transition) are to:

1.2.1.1. achieve a smooth handover of responsibility from the Existing Service Provider to the Service Provider on and/or following the Service Commencement Date;

1.2.1.2. ensure that there is no adverse impact on customers during Transition;

1.2.1.3. minimise any disruption to the Authority during Transition;

1.2.1.4. ensure that there is no degradation to the Services during Transition and all transferred Services are delivered by the Service Provider pursuant to the Service Levels from the respective date of transfer of such Services;

1.2.1.5. minimise the costs of Transition (although for the avoidance of doubt, the Charges already include and provide for the Service Provider's

costs in respect of Transition), except where and to the extent that the right to any additional payment is explicitly provided in this Contract;

- 1.2.1.6. ensure timely development and agreement of Transition Plans and the Service Provider's compliance with those plans;
- 1.2.1.7. ensure that effective business controls are implemented by the Service Provider to manage risks during Transition;
- 1.2.1.8. ensure that Transition activities are effectively monitored and reported;
- 1.2.1.9. ensure effective communication between all parties involved in Transition activities; and
- 1.2.1.10. ensure that the Authority is fully aware of the Service Provider's Transition approach and activities at all times throughout the Transition Period.

1.3. Overview of this schedule

1.3.1. This Schedule sets out:

- 1.3.1.1. the Transition Phases, Transition Plans and Transition Milestones in paragraph 2;
- 1.3.1.2. the obligations and responsibilities of the Service Provider relating to Transition during:
 - 1.3.1.2.1. the Pre-Transition Phase in paragraph 3;
 - 1.3.1.2.2. the Transition Phase in paragraph 4; and
 - 1.3.1.2.3. the Post-Transition Phase in paragraph 5;
- 1.3.1.3. the requirements for managing and governing the Transition activities in paragraph 6 and Appendix 1 (High-Level Governance Structure) to this Schedule;
- 1.3.1.4. the Service Provider's High-Level Transition Plan in Appendix 2 (High-Level Transition Plan) to this Schedule; and
- 1.3.1.5. the Authority Transition Dependencies and Existing Service Provider Transition Dependencies relating to Transition in paragraph 7 (Transition Dependencies) of this Schedule.

2. Transition Phases, Plans and Milestones

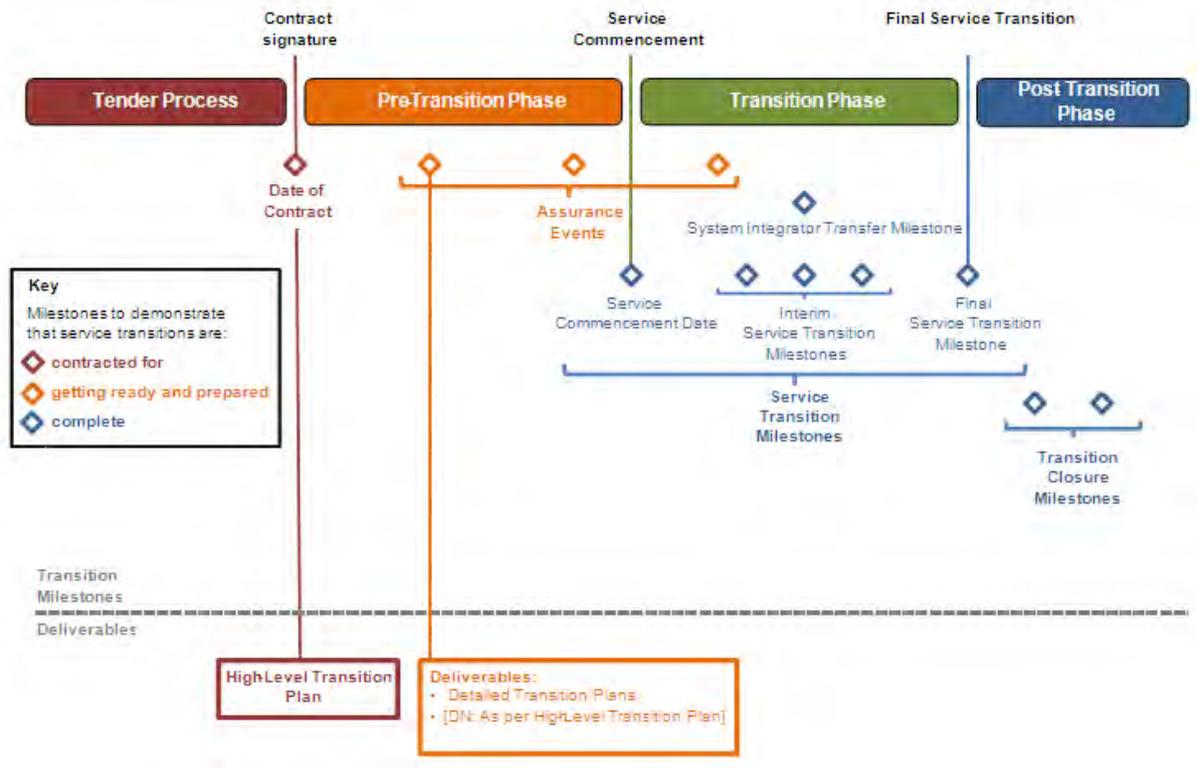
2.1. The Transition Phases

2.1.1. Transition comprises of three phases:

- 2.1.1.1. the period from (and including) the Contract Commencement Date to (but excluding) the date of transfer of any part of the Services at the Service Commencement Date (the "**Pre-Transition Phase**");
- 2.1.1.2. the period from (and including) the Service Commencement Date to (and including) the date of completion of the transfer of all of the Services from the Existing Service Provider to the Service Provider at the actual achievement of the Transition Milestone Criteria for the Final Service Transition Milestone (the "**Transition Phase**"); and

2.1.1.3. the period following the achievement of the Transition Milestone Criteria for the Final Service Transition Milestone until any and all outstanding issues relating to Transition have been resolved and/or completed to the Authority’s reasonable satisfaction (the “**Post-Transition Phase**”).

2.1.2. An outline of the transition phases set out in paragraph 2.1.1 above and the types of Transition Milestone applicable during Transition is set out graphically in the following diagram for illustration.



2.2. The Transition Plans

2.2.1. The Transition Plans consist of the:

2.2.1.1. **High-Level Transition Plan** attached in Appendix 2 (High-Level Transition Plan); and

2.2.1.2. **Detailed Transition Plan** to be developed by the Service Provider in accordance with the provisions of paragraph 3.2 of this Schedule and consistent with the High-Level Transition Plan.

2.2.2. The Service Provider shall ensure that all Transition Plans contain all the deliverables required under this Contract to meet the Transition Milestone Criteria including but not limited to those set out in Appendix 3 (Milestone Criteria).

2.3. Assurance Events and Transition Milestones

2.3.1. The Assurance Events and Transition Milestones are set out in the High-Level Transition Plan in Appendix 2 and include:

- 2.3.1.1. a series of Assurance Events to Assure the Authority that preparations are on track culminating in a Transition Milestone for the Service Provider to take over responsibility for the Services or a particular part of the Services;
- 2.3.1.2. the Transition Milestones and associated Transition Milestone Dates that include:
 - 2.3.1.2.1. the **Service Commencement Date** when the initial set of the Services and/or responsibility for all Services shall transfer to the Service Provider;
 - 2.3.1.2.2. if applicable, the **Interim Service Transition Milestones** when subsequent sets of Services shall transfer to the Service Provider;
 - 2.3.1.2.3. if applicable, the systems integrator transfer Milestone when the Service Provider shall take over responsibility for carrying out any system integrator role;
 - 2.3.1.2.4. the **Final Service Transition Milestone** at which point the Service Provider shall deliver all of the Services; and
 - 2.3.1.2.5. other Transition Milestones as set out in the High-Level Transition Plan and/or the Detailed Transition Plan.

2.4. Milestone achievement process

- 2.4.1. Not less than twenty-eight (28) days prior to the Transition Milestone Date for each Transition Milestone the Service Provider shall submit a Transition Milestone Completion Plan to the Authority that shall include:
 - 2.4.1.1. details of the proposed programme for meeting the Transition Milestone Criteria for the Transition Milestone by the relevant Transition Milestone Date;
 - 2.4.1.2. details of all extensions of time arising from Authority Events requested or agreed or determined in accordance with Clause 50 (Authority Events) of the Contract and any consequent changes to the Transition Milestone Date;
 - 2.4.1.3. details of all aspects of the Transition Milestone Criteria already achieved in whole or in part prior to the Transition Milestone Date and achievement of such criteria; and
 - 2.4.1.4. a timetable for achieving all outstanding aspects of the Transition Milestone Criteria,

and the Service Provider shall subsequently provide the Authority with satisfactory evidence of delivery of such outstanding aspects of the Transition Milestone Criteria in all cases within two (2) Business Days of such delivery or achievement, as applicable.

- 2.4.2. The Service Provider shall provide the evidence of achievement of the Transition Milestone Criteria in accordance with the timetable provided to the Authority pursuant to paragraph 2.4.1 above and shall submit an application in writing to the Authority for a Compliance Certificate for each Transition Milestone on the date from which the Service Provider believes that it is entitled to that Compliance Certificate, provided that in relation to each

Transition Milestone not more than one application for a Compliance Certificate may be submitted to the Authority and be outstanding at any one time.

2.4.3. The Service Provider shall provide such additional information and assistance as the Authority and any nominee may reasonably require to satisfy the Authority that the Service Provider has achieved the Transition Milestone Criteria. Within ten (10) Business Days of the provision of all such information and assistance, the Authority shall in its absolute discretion issue either:

2.4.3.1. a **Compliance Certificate** dated as of the date the Transition Milestone Criteria were achieved by the Service Provider, which shall confirm that the Service Provider has achieved the Transition Milestone Criteria and that it is entitled to the Charges associated with that Transition Milestone from the date of the Compliance Certificate;

2.4.3.2. a **Qualified Compliance Certificate** dated as of the date the Authority considers sufficient Transition Milestone Criteria were achieved and which confirms that the Service Provider is provisionally entitled to the Charges associated with that Transition Milestone from the date of the Qualified Compliance Certificate, but that there are other outstanding criteria which the Service Provider must still achieve in order to retain such payments pursuant to paragraph 2.4.18.3.2; or

2.4.3.3. a **Non-Compliance Certificate** dated as of the date the Service Provider stated in its application that it believed it was entitled to the Compliance Certificate, which shall state that the Service Provider has not fully achieved the Transition Milestone Criteria for the applicable Transition Milestone and that it is not entitled to the Charges associated with that Transition Milestone or any part of such payments.

2.4.4. The Authority's entitlement to exercise its discretion under this paragraph shall not be limited or otherwise impaired due to a Compliance Certificate having been issued in relation to a different Transition Milestone.

Dispute Procedure

2.4.5. Where the Service Provider disputes the issue of a Qualified Compliance Certificate or a Non-Compliance Certificate, it may refer the matter for resolution to the Transition Governance Group and/or the Service Provider may refer the matter for resolution in accordance with Clause 33 (Dispute Resolution).

Non-Compliance Certificate

2.4.6. The Authority shall only be entitled to issue a Non-Compliance Certificate in circumstances where the Service Provider has failed to complete the Transition Milestone Criteria for the Transition Milestone and/or a Non-Compliance Certificate is issued after the Consultation Period in accordance with paragraph 2.4.17.2.

2.4.7. Where the Authority issues a Non-Compliance Certificate, it shall include on the certificate specific reasons for the Service Provider's failure to obtain a Compliance Certificate which the Service Provider must address to obtain a Compliance Certificate.

- 2.4.8. As soon as reasonably practicable after the receipt of a Non-Compliance Certificate and in any event within ten (10) Business Days, the Service Provider shall provide the Authority with full details of a revised programme for remedying as soon as possible its failure to satisfy the Transition Milestone Criteria together with a new date by which the failure to satisfy such Transition Milestone Criteria shall be remedied and the terms of any Corrective Action Notice(s) shall be complied with.
- 2.4.9. Subject to paragraph 2.4.10, the Service Provider shall carry out the actions in the revised programme referred to in paragraph 2.4.8 by the new date and the Authority and the Service Provider shall comply with this paragraph 2.4 accordingly in relation thereto.
- 2.4.10. The Authority may, at its discretion, reject a revised programme and/or new Transition Milestone Date submitted in accordance with paragraph 2.4.8, whereupon the Service Provider shall resubmit a further revised programme and/or new Transition Milestone Date in accordance with paragraph 2.4.8 and paragraph 2.4.9 and this paragraph 2.4.10 shall then apply.

Qualified Compliance Certificate

- 2.4.11. Where the Authority issues a Qualified Compliance Certificate, it shall include on the certificate specific reasons for the Service Provider's failure to obtain a Compliance Certificate which the Service Provider must address to obtain a Compliance Certificate.
- 2.4.12. Following the issue of a Qualified Compliance Certificate, the Service Provider shall provide the Authority with all information and assistance as the Authority may reasonably require to confirm that the outstanding Transition Milestone Criteria and Corrective Action Notice(s) (if any) have been or are being properly resolved.
- 2.4.13. The Service Provider shall address the reasons for failure to obtain a Compliance Certificate and, within fourteen (14) days of the issue of the Qualified Compliance Certificate (or such longer time period as the Authority may in its absolute discretion grant), shall provide the Authority with evidence to the Authority's satisfaction that each of the reasons for failure to obtain the Compliance Certificate and each issue specified in any Corrective Action Notice(s) have been fully resolved.
- 2.4.14. The Authority shall confirm within five (5) Business Days of the expiry of the time period granted by the Authority for the resolution of the outstanding Transition Milestone Criteria pursuant to paragraph 2.4.13 whether all such outstanding Milestone Criteria have been properly resolved within the time period.
- 2.4.15. If the Service Provider has resolved all outstanding Milestone Criteria to the Authority's satisfaction within the time period set out in paragraph 2.4.13, The Authority shall endorse the Qualified Compliance Certificate issued pursuant to paragraph 2.4.3.2 with the word "Compliant" and the date of such endorsement. Such Qualified Compliance Certificate shall then be deemed for all purposes to be a Compliance Certificate as if it had been issued as of the date of the Qualified Compliance Certificate.

Consultation process

2.4.16. If the Service Provider has failed to comply with all outstanding Transition Milestone Criteria and any Corrective Action Notice(s) within the time period set out in paragraph 2.4.13, the Authority, in its absolute discretion, shall either:

2.4.16.1. grant the Service Provider such additional time to satisfy the Transition Milestone Criteria as The Authority in its absolute discretion may decide, subject to such additional or amended requirements as the Authority considers in its absolute discretion to be appropriate, whereupon the Qualified Compliance Certificate issued pursuant to paragraph 2.4.3.2 shall be amended by the Authority to reflect such additional time and the provisions of this paragraph 2.4 shall apply to such Qualified Compliance Certificate as if such additional time had been included in the original time period granted pursuant to paragraph 2.4.13 for resolution of the outstanding Milestone Criteria; or

2.4.16.2. notify the Service Provider in writing:

2.4.16.2.1. that it intends to issue a Non-Compliance Certificate in accordance with paragraph 2.4.17 upon the expiry of twenty eight (28) days (or such longer period as the TfL Director of Customer Experience in his absolute discretion determines in accordance with paragraph 2.4.17.2) from the date of such notification; and

2.4.16.2.2. the name of the TfL Director of Customer Experience to whom the Service Provider may make a representation in writing in relation to the intention referred to in paragraph 2.4.16.2.1 above.

2.4.17. Upon receipt of notification pursuant to paragraph 2.4.16:

2.4.17.1. the Service Provider may within fourteen (14) days (the "**Submission Period**") submit in writing to the TfL Director of Customer Experience such details of the situation which resulted in the notification pursuant to paragraph 2.4.16.2 as it, in its absolute discretion, determines are relevant together with a proposal for resolving the situation; and

2.4.17.2. the TfL Director of Customer Experience shall make oneself reasonably available to consult with a member of Service Provider Personnel during a period of fourteen (14) days from the end of the Submission Period or such longer period as the TfL Director of Customer Experience in their absolute discretion determines (the "**Consultation Period**").

2.4.18. Without prejudice to the Authority's other rights and remedies under the Contract, upon expiry of the Consultation Period, the Authority may:

2.4.18.1. endorse the Qualified Compliance Certificate with the word "Compliant" and the date of such endorsement, whereupon such Qualified Compliance Certificate shall be deemed for all purposes to be a Compliance Certificate as if it had been issued as of the date of the Qualified Compliance Certificate;

2.4.18.2. grant such additional time to satisfy the Transition Milestone Criteria as the Authority in its absolute discretion may decide, subject to

such additional or amended requirements as the Authority considers in its absolute discretion to be appropriate and the provisions of this paragraph 2.4 shall apply as if such grant of additional time had been made pursuant to paragraph 2.4.16.2.1; or

2.4.18.3. endorse the Qualified Compliance Certificate with the words "Non-Compliant" and the date of such endorsement, such endorsement having been countersigned by the TfL Director of Customer Experience, whereupon:

2.4.18.3.1. such Qualified Compliance Certificate shall be deemed to be a Non Compliance Certificate as if it had been dated as of the date of the Qualified Compliance Certificate and the provisions of this paragraph 2.4 shall apply accordingly and for the purposes of paragraph 2.4.7 the date of receipt of such Non-Compliance Certificate shall be the date of endorsement pursuant to this paragraph 2.4.18.3; and

2.4.18.3.2. the Service Provider shall not be entitled to the Charges associated with the Transition Milestone and within thirty (30) days of the date of such endorsement the Service Provider shall repay to the Authority all or a proportion of any such payments that the Authority in its absolute discretion shall specify at the date of such endorsement.

2.4.19. Where the Service Provider obtains a Compliance Certificate in accordance with this paragraph 2.4, the Charges associated with that Transition Milestone shall be payable to the Service Provider from the date written by the Authority on the Compliance Certificate.

2.5. Further consequences of not achieving milestones

2.5.1. Without prejudice to other provisions of the Contract, if any of the events in the following table occur, then the consequences associated with the event specified in the table shall apply.

Milestone Event	Milestone consequences
Subject to Clause 50 (Authority Events), the Service Provider does not achieve the Service Commencement Date within 60 days of the originally planned date (" the SCD Long-Stop Date ").	The Authority shall have the right to terminate the Contract in accordance with Clause 34.1.9).
Subject to Clause 50 (Authority Events), the Compliance Certificate for the Final Service Transition Milestone is not achieved prior to 18 months of the Contract Commencement Date (" the Transition Long-Stop Date ").	The Authority shall have the right to terminate the Contract in accordance with Clause 34.1.10.

3. Pre-Transition Phase

3.1. Preparation and Assurance activities

3.1.1. To prepare for Transition and Assure the Authority that the Service Provider has prepared for Transition, the Service Provider shall:

- 3.1.1.1. carry out the activities defined in the Transition Plans to prepare for Transition and achieve the Transition Milestone Dates set out in the High-Level Transition Plan and/or the Detailed Transition Plan in accordance with the process set out in paragraph 2.4;
- 3.1.1.2. carry out detailed Transition planning in accordance with paragraph 3.2 and the High-Level Transition Plan;
- 3.1.1.3. demonstrate, within the proposed Transition Plans, that relevant and sequential milestones have been set that provide on-going Assurance to the Authority as to the quality and completeness of the Transition Plans and the Service Provider's delivery against such plans;
- 3.1.1.4. carry out contingency planning; and
- 3.1.1.5. meet the associated Milestone Criteria in accordance with the High-Level Transition Plan and/or the Detailed Transition Plan.

3.2. Detailed Transition planning

- 3.2.1. Commencing on the Contract Commencement Date the Service Provider shall carry out detailed Transition planning and the Service Provider and the Authority shall work together to agree the Detailed Transition Plan which shall define the detail of the activities and deliverables required to perform Transition and which shall reflect and expand on the High-Level Transition Plan.
- 3.2.2. The Service Provider shall be responsible for drafting the Detailed Transition Plan and shall submit the draft Detailed Transition Plan to TfL within twenty eight (28) days after the Contract Commencement Date, and the Authority shall, and shall use reasonable endeavours to procure that the Existing Service Provider shall, provide reasonable input in relation to the detailed Transition activities to be set out in the Detailed Transition Plan.
- 3.2.3. The Authority and the Service Provider shall use reasonable endeavours to agree the Detailed Transition Plan as soon as reasonably practicable following submission of the draft Detailed Transition Plan to the Authority pursuant to paragraph 3.2.2 and in any event within twenty eight (28) days of the submission, or such later date as the Parties shall agree in writing.
- 3.2.4. If the Parties do not agree the Detailed Transition Plan within the time periods set out in paragraph 3.2.3 above, the matter shall be treated as a Dispute and resolved in accordance with paragraph 6 (Transition Governance and Management) and Clause 33 (Dispute Resolution) provided that it is acknowledged that:
 - 3.2.4.1. The Service Provider is not responsible for the input of the Existing Service Provider into the draft Detailed Transition Plan or any failure of the Existing Service Provider to provide such input; and
 - 3.2.4.2. Without limiting the Service Provider's obligation to use reasonable endeavours pursuant to paragraph 3.2.3, the Service Provider will therefore not be liable for any delay or other consequence to the extent the same arises from delay or failure on the part of the Existing Service Provider.

- 3.2.5. Without prejudice to other provisions of this Contract, the Detailed Transition Plan shall be consistent with the High-Level Transition Plan and shall include, at a minimum:
- 3.2.5.1. detail that is deemed sufficient by the Authority in relation to each of the Transition Milestones, activities, deliverables, criteria and other items covered under the High-Level Transition Plan and the Service Provider shall ensure that additional detail is included in the Detailed Transition Plan in relation to any of the aforementioned at the Authority's reasonable request;
 - 3.2.5.2. the detailed allocation of responsibilities between the Service Provider and any sub-contractors-, and any instances where cooperation of the Authority and/or of the Existing Service Provider is required;
 - 3.2.5.3. detailed and clear dependencies on the Authority and the Existing Service Provider in relation to each Transition Milestone or Transition Milestone Criteria provided that unless otherwise agreed by the Authority in writing, such dependencies shall not be more extensive than the Transition Dependencies;
 - 3.2.5.4. detailed safeguards to minimise disruption to the Authority's business, customers and/or the Authority's relationship with Third Parties; and
 - 3.2.5.5. clear analysis of Transition risks and justifications for the implementation approaches taken in the Detailed Transition Plan.
- 3.2.6. Once the Detailed Transition Plan has been agreed by both Parties pursuant to paragraph 3.2.3, the Service Provider shall comply with and implement such Detailed Transition Plan. Any changes to the agreed version of the Detailed Transition Plan shall be subject to the Authority's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.2.7. The Service Provider shall take part in joint planning activities with the Existing Service Provider and the Authority in accordance with the High-Level Transition Plan.

4. Transition Phase

4.1. Transition principles

- 4.1.1. The Service Provider shall deliver Transition in accordance with the Transition Plans.
- 4.1.2. Without prejudice to other provisions of the Contract, the Service Provider shall co-operate with the Existing Service Provider in an effective and timely manner to deliver Transition.
- 4.1.3. The Service Provider shall ensure that Transition does not rely on any periods of unavailability or degradation of the Services and/or Existing Services.
- 4.1.4. The Service Provider shall carry out its Transition activities in such a way that:
 - 4.1.4.1. the Transition activities do not adversely affect the Existing Services and/or Services being delivered;

4.1.4.2. the Transition activities do not impact the Service Levels throughout Transition; and

4.1.4.3. The Authority and the Existing Service Provider are kept informed of Transition progress and status of Transition.

4.1.5. The Service Provider shall only Transition and operate any part(s) of the Services from the Transition Milestone Date for those part(s) of the Services and only after the Service Provider has received a Compliance Certificate or Qualified Compliance Certificate with respect to those part(s) of the Services.

4.1.6. The Service Provider acknowledges and agrees that continuity of the Existing Services and the Services (as applicable) is of paramount importance to the Authority and the Service Provider shall not compromise the continuity of such services in its Transition Plans or activities.

4.1.7. The Service Provider shall manage data security, health and safety, quality and the environment in accordance with industry principles and best practice.

4.1.8. The Service Provider shall carry out training in accordance with Schedule 5 (Training) and the Transition Plans, and shall carry out any training as is reasonably required for the efficient Transition of the Services.

4.1.9. The Service Provider shall notify the Authority in writing if any Key Personnel become unavailable (due to any period of paid or unpaid leave, illness or otherwise) for more than two (2) weeks during the Transition Period. Where such notification is made then the replacement of Key Personnel should be made in accordance with Clause 15.2 (Key Personnel).

4.2. Transition of Services

4.2.1. The Transition of Services from the Existing Service Provider to the Service Provider shall be carried out in accordance with the Transition Plans and the following Transition Milestones pursuant to paragraphs 2.2, 2.3 and 3.2 of this Schedule and subsequently Varied into the Contract in accordance with Schedule 9 (Form of Variation)

Unique Transition Milestone reference	Transition Milestone date	Unique Transition Milestone name	Transition Milestone description
[Note to Service Provider: Table to be completed from relevant milestones in Appendix 2.]			
		Service Commencement Date	[initial services] cutover from the Existing Service Provider to the Service Provider.

		Final Service Transition Milestone	[final services] cutover from the Existing Service Provider to the Service Provider. The Service Provider is responsible for providing all Services from this Transition Milestone.

5. Post-Transition Phase

5.1.1. The Service Provider shall closedown Transition activities in accordance with the High-Level Transition Plan and the following Transition Milestones, pursuant to paragraphs 2.2, 2.3 and 3.2 of this Schedule and subsequently Varied into the Contract in accordance with Schedule 9 (Form of Variation):

Unique Transition Milestone reference	Transition Milestone date	Unique Transition Milestone name	Transition Milestone description
		E.g. Transition closure Milestone 1	[Note to Service Provider: Table to be completed]

5.1.2. The Service Provider shall deposit IPR in accordance with paragraph 2.8 of Schedule 10 (IPR Management and Licences).

6. Transition Governance and Management

6.1. Transition management and reporting

6.1.1. The Service Provider shall manage and report on Transition.

6.1.2. The purpose of the Transition Governance Group is to review progress of Transition and address any matters relating to Transition. The Transition Governance Group shall meet each Period or on such other more frequent basis as required by the Authority. The Parties agree that in the lead-up to the Transition Milestones such meetings will be held every week and/or as required by the Authority.

6.1.3. The Authority shall prepare the meeting agenda and the TfL Transition Manager shall chair the meeting. At the end of each meeting there shall be an agreed set of actions which the Authority shall circulate within one (1) Business Day and, where necessary, the Authority shall subsequently produce formal minutes of the relevant Transition Governance Group meeting which shall be circulated within three (3) Business Days of each meeting.

6.1.4. Without limiting the earlier provisions in this paragraph 6.1, the following table summarises the required arrangements in respect of Transition Governance Group meetings.

ATTENDEES		
Authority	Service Provider	Third Parties
TfL Transition Manager TfL Service Operations Manager	Transition Project Manager Service Operations Manager	Existing Service Provider: Nominated representative responsible for handback Nominated representative responsible for service operation

FREQUENCY AND LOCATION
Once each Period, or on such other more frequent basis as required by the Authority, in London at a location determined by Authority. In the lead-up to Service Transition Milestones these meetings will be held as a minimum every week.

TRANSITION MANAGEMENT ROLE	
Review of last meeting	<ul style="list-style-type: none"> The Parties shall review and approve the previous Transition Governance Group meeting minutes and action log (if applicable). Authority shall notify the Service Provider if it deems any outstanding actions in the action log to be closed (otherwise, such actions shall remain open until closed by Authority and notified to the Service Provider in writing).
General	<p>The objectives of the Transition Governance Group meetings are to:</p> <ul style="list-style-type: none"> review and update the risk register for Transition; review the Programme Report for Transition; review progress against the Transition Plans; review and resolve Transition issues, conflicts and discrepancies; review upcoming Transition activities and opportunities; ensure good team/Service Provider relationship with clarity of roles, responsibility and communications; and ensure that Services are being Transitioned and delivered to achieve the required outcomes for users.

INPUTS AND OUTPUTS	
Required Inputs	<ul style="list-style-type: none"> a risk register for Transition;

	<ul style="list-style-type: none"> • Programme Report for Transition; • Transition Plans; • Discrepancies; and • escalated Transition issues.
Required Outputs	<ul style="list-style-type: none"> • meeting actions; • meeting minutes where necessary; and • updated project risk register for Transition.

7. Transition Dependencies

7.1. General

7.1.1. Any failure by the Authority and/or the Existing Service Provider (as the case may be) to meet a Transition Dependency shall be dealt with pursuant to Clause 50 (Authority Events).

7.2. Transition Dependencies

7.2.1. Pursuant to paragraph 3.2, the Parties shall agree the Transition Dependencies. The Transition Dependencies shall be subsequently Varied into the Contract in accordance with Schedule 9 (Form of Variation).

Dependency area	Dependency description
	<p><i>[Note to Service Provider: Table to be completed based on</i></p> <ul style="list-style-type: none"> • <i>TfL dependencies; and</i> • <i>Existing Service Provider dependencies</i> <p><i>identified in the Service Provider's High-Level Transition Plan.]</i></p>

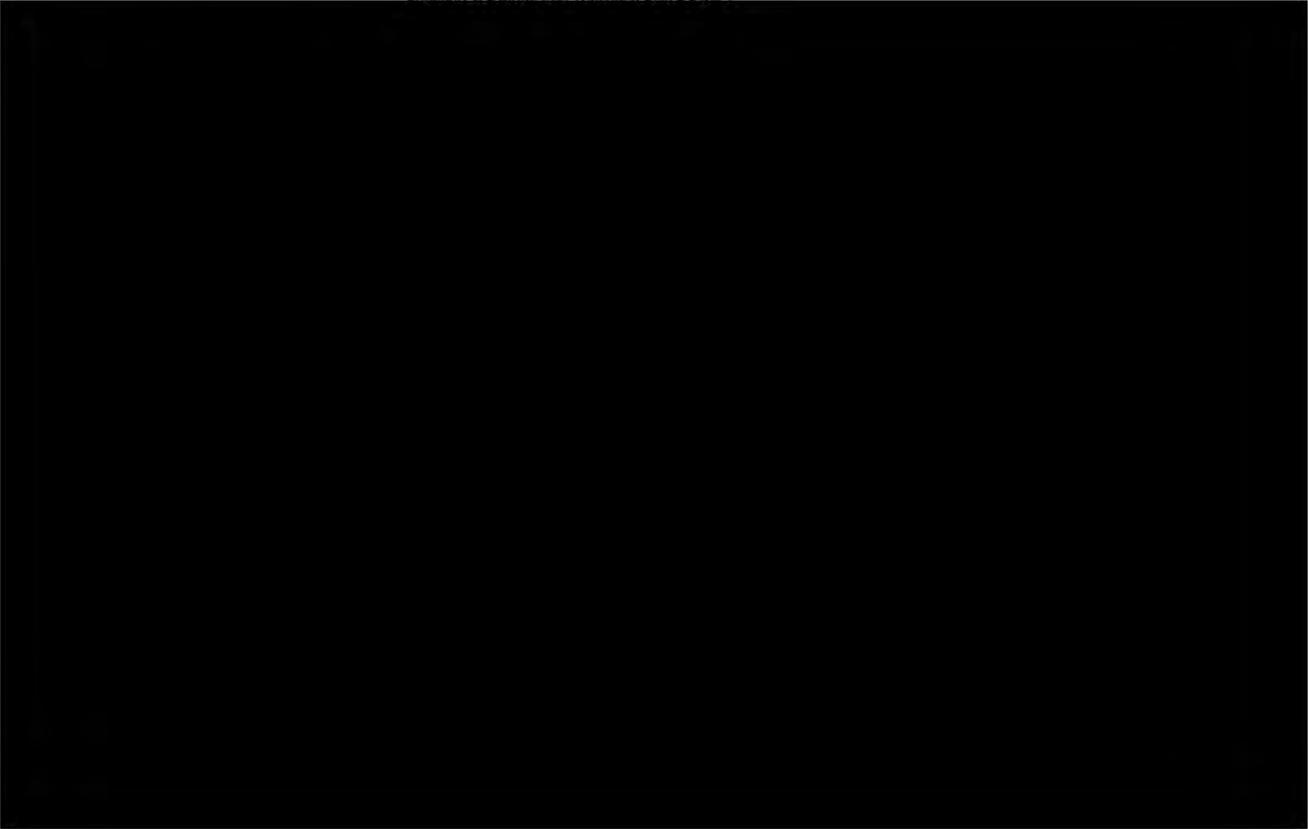
APPENDIX 1 – HIGH-LEVEL GOVERNANCE STRUCTURE

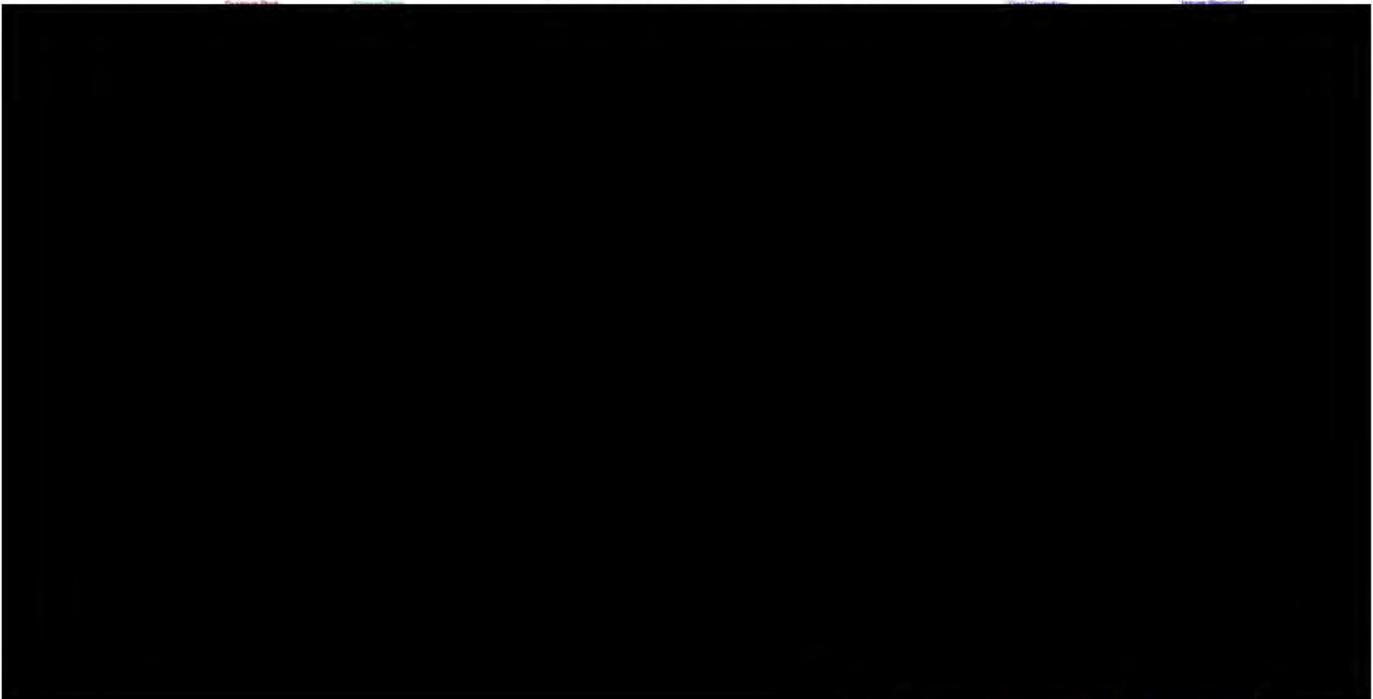


APPENDIX 2 – HIGH-LEVEL TRANSITION PLAN

The below High-Level transition Plan, as submitted by the Service Provider as part of the procurement process, is subject to change to reflect the actual Service contracted for under this Call-Off Contract.

Appendix B - High Level Transition Plan - Page 1





APPENDIX 3 – MILESTONE CRITERIA

Pursuant to paragraph 3.2 of this Schedule, the Service Provider and the Authority shall work together to agree the Transition Milestone Criteria which shall be subsequently Varied into the Contract in accordance with Schedule 9 (Form of Variation).

	Transition Milestone Criteria	Activities	Date required by

APPENDIX 4 – TRANSITION REQUIREMENTS

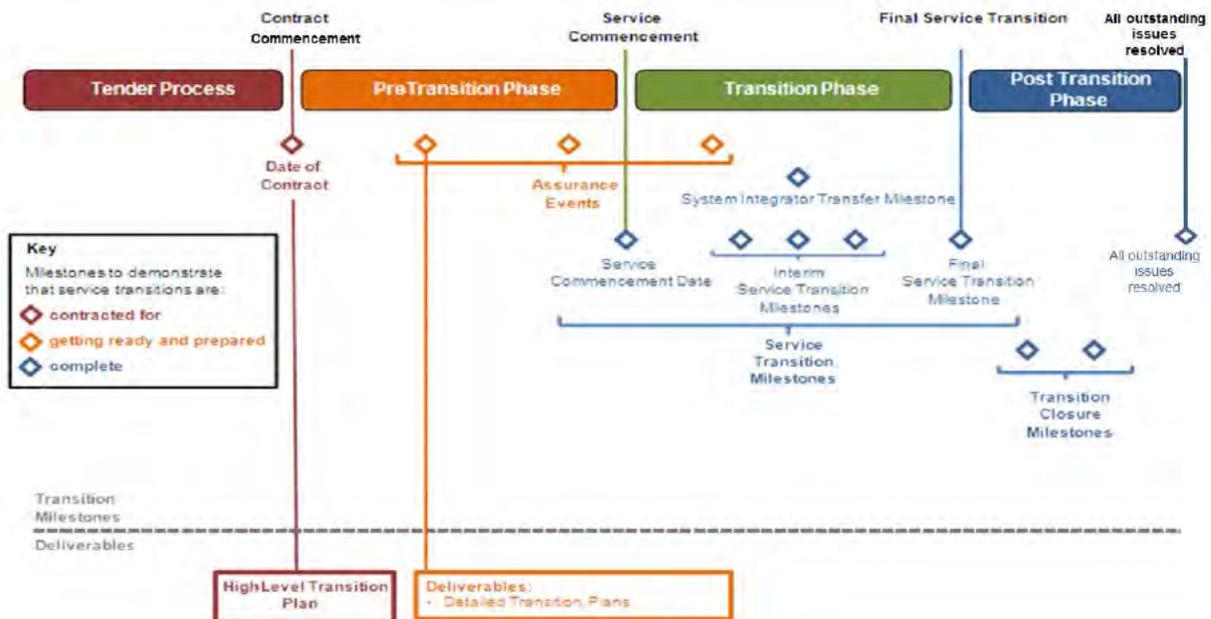
1. Overview

- 1.1. The aim of this document is to provide the Service Provider with an understanding of what requirements are needed to enable them to create a High-Level Transition Plan and related information as required within this Schedule 3 (Transition).
- 1.2. The information provided as part of the Service Provider's response, as a Bidder, to the procurement of the Services will form the basis for the requirements relating to the Transition Plan of the Services and the Transition meetings which shall be held with the Service Provider post Contract Commencement Date.
- 1.3. The purpose of the Transition Plans is to layout the tasks and activities that need to take place to efficiently outsource the Services from the Authority (or its Existing Service Provider) to the Service Provider, from the initial preparations to the full and final handover of all operations.
- 1.4. The Transition Plan timings will be used alongside the Transition Milestone Charges as detailed in Table 5 of Schedule 7 (Pricing Schedule).

2. Transition Plan Contents

- 2.1. In fulfilling the Service Provider's Transition obligation under the Contract the Service Provider shall take into account and address the following:
 - 2.1.1. The Transition Plan shall address the transition of the entire Service scope as detailed in Schedule 4 (Service Scope Specification) and shall include, at a minimum, the activities and Milestones as detailed in paragraph 3 of this appendix and the Transition requirements detailed in paragraph 4 of this appendix, with associated timescales.
 - 2.1.2. The Service Provider's proposed solution to the Concessions System, consisting of both the Customer Online Component and Managed User Component, requirements may be hosted in one of two ways; TfL hosted or cloud hosted. The Transition Plan must clearly stipulate the selected hosting method as stated in their winning bid as part of the procurement of this Contract.
 - 2.1.3. The Service Provider shall document key dependencies and Transition Milestone Criteria.
 - 2.1.4. A risk log with mitigating actions and assessment of Service quality to ensure a smooth transition shall be adopted at appropriate stages of the transition shall be proposed by the Service Provider.
 - 2.1.5. The Service Provider shall propose a High-Level Governance Structure to manage and govern the Transition activities.

The diagram below shows how the transition phases are structured.



3. Transition Plan Activities and Milestones

- 3.1. Pursuant to paragraph 3.2 of this Schedule 3, the Service Provider's proposed High-Level Transition Plan shall be developed by the Service Provider, with the Authority's input, into a Detailed Transition Plan.
- 3.2. As a minimum, the following key activities and milestones shall be included in the High-Level Transition Plan:

Ref	Activity / Milestone	Title	Description
1	M	Contract Commencement Date	Date on which the Contract is due to start, as stipulated in Schedule 1 (Key Contract Information).
2	M	Service Commencement Date	The date of the first transfer of any part of the Service (e.g. Service Provider starts to take calls or undertakes Card Fulfilment, both are dependent on the Concessions System).
3	M	Final Service Transition Milestone	The date of completion of the transfer of all elements of the Services.
4	M	All outstanding issues resolved	Date of completion and resolution of any and all outstanding issues relating to

Ref	Activity / Milestone	Title	Description
			transition by the Service Provider to the Authority's satisfaction.
5	A	Transition planning	The Service Provider to undertake transition planning with the Authority and the Existing Service Provider (as required).
6	A	TUPE activities	The Service Provider shall undertake TUPE activities as appropriate for this Service.
7	A	Service Provider recruitment	The Service Provider to select appropriate staff to handle the work involved. This activity is to be managed solely by the Service Provider.
8	A	Authority training of Service Provider trainers	The Authority to provide training to the Service Provider's trainers as detailed in Appendix 2 of Schedule 5 (Training)
9	A	Service Provider training of Authority and Third Parties	The Service Provider to provide training to the Authority and Third Parties as nominated by the Authority on how to use the Supplier System (with various content that would be required for the different types of usage).
10	A	Service Provider training of their staff	The Service Provider to to train their staff in the Service and also align with the Authority's training content, including: Contact handling, Card Fulfilment, Scheme Management and Concession Systems development.
11	M	Training complete (Service Provider, Authority and Third Party)	The activities in item 9 and 10 have been complete.

Ref	Activity / Milestone	Title	Description
12	M	Intellectual Property Rights (IPR) key documentation deposit complete	Dates at which key IPR documentation, as detailed under paragraph 1.1.2.2 of Schedule 10 (IPR Management and Licenses), are deposited in line with IPR deposit requirements as detailed in Schedule 10 (IPR Management and Licenses).
13	A	Systems development	The Service Provider to develop the Supplier System as required by the Authority.
14	A	Testing and Assurance	The Service Provider to provide testing activities and Assurance for all aspects of Service Transition, including: Contact handling, Card Fulfilment, Scheme Management and Supplier Systems development.
15	M	Concessions System testing and Assurance complete	The Service Provider to complete all testing and Assurance activities for the Concessions System.
16	M	Data migration complete	The Service Provider to undertake and successfully migrate Data for the Concession System.
17	A	Third Party Accreditation	The Service Provider to undertake the Third Party accreditation required as referred to in Schedule 6 (Systems Integration).
18	M	Systems integrator role transfers to Service Provider	Date at which the systems integrator role transfers from the Existing Service Provider to the new Service Provider.
19	A	Stock audit and provision	The Service Provider to work with the Authority to assess the stock required and receive

Ref	Activity / Milestone	Title	Description
			delivery.
20	M	Service Provider joins Authority change and release process	This is when the Service Provider becomes part of the Authority's change and release process for changes to the Service. This will need to occur in advance of the Service Commencement Date.
21	A	Disaster recovery planning	The Service Provider will provide a Major Incident Plan for the Service.
22		Not used	
23		Not used	
24	M	Handover of ongoing system functionality development (existing to new Service Provider)	The Service Provider will plan to take on changes in functionality of the Concessions System that have been planned with the Existing Service Provider.

4. Transition Requirements

4.1. The following Transition requirements are to be adhered to in the Transition of the Service:

Timeline	
Duration	The transition shall take no longer than eighteen (18) months from Contract Commencement Date to the Final Service Transition Milestone date.
Duration - Snagging	The period between Final Service Transition Milestone and All outstanding issues resolved shall take no longer than three (3) months.
Peak period	Some Transition activities, which shall be agreed with the Authority, shall be avoided leading up to and during the Peak period. These are activities that may have an effect on the Service Provider's ability to perform the Service within the required Service Levels.
Data Migration	
Service closure	In the event it is necessary to disable aspects of Service for a

	time period as required for the purpose of Data migration and the entire Service transition, then it shall be restricted to no longer than five (5) calendar days. This is to limit the impact to our Customers and to TfL.
Data sources	Data required for the Service is currently held in several places: <ul style="list-style-type: none"> • By a Third Party supplier to the Authority in the Central System related to our Card Fulfilment and journey history • By the Authority in a SAP CRM system, as used by TfL internal contact centre and Third Party suppliers. • By the Existing Service Provider of the TfL Concession Schemes Management Service in their system.
Data format	If applicable the Authority shall provide the Customers' Data held in the Existing Service Provider's system to the Service Provider for the ongoing support of the Service. The Data will be supplied in the format detailed in Appendix 5 (Data Migration Information) of Schedule 4 (Service Scope Specification). The Service Provider shall accept the Data in the format and structure provided by the Authority. The Service Provider shall use their own format and structure to store the Data in their Concessions System.
General	
Customer impact	The Service Provider shall plan and act to minimise impact to Customers and other users of the service (the Authority and its Third Parties) when planning and delivering the transition.
Forecasting for Transition	During the Transition Period, forecasting will be the responsibility of both the Service Provider and the Authority together. From the commencement of the Post-Transition Phase, forecasting will be carried out by the Service Provider, as detailed within Schedule 4 (Service Scope Specification).
System Functionality Development	
System Change Freeze	The Authority shall agree a system change freeze date for system development with the Existing Service Provider. The Authority and the Service Provider shall agree a system development work pipeline for changes to the Contract System requirements, which the Service Provider shall incorporate into the Transition Plans.
Functional specification development	It is envisaged that there will be some changes to the requirement in regards to the Concessions System (e.g. functionality associated with a new scheme) from the point of ITN to a Service Provider's Service Commencement Date. It will be necessary for the Service Provider to implement these changes so that the Concessions System functionality are comprehensive and relevant to the time of release.
IPR	
IPR	The Service Provider shall deposit any applicable IPR content, in line with Schedule 10 (IPR Management and Licenses),

before or on the the Final Service Transition Milestone date.

5. Technology Transition Principles

5.1. The technology Transition principles are rules and guidelines that the Service Provider must uphold during planning and execution of the technical elements of the Transition. The existing system records all Customer information in a single Oracle database instance, the principles therefore focus on Data migration as the key element of the technology Transition.

5.2. The principles are as follows:

General	
The use of bespoke tooling shall be kept to a minimum	Service Provider is to assess the use of any COTS Product tooling to enable database migration and where economically and functionally beneficial for the Authority, the Service Provider is to use such COTS Product database migration tooling to support technical activities such as database migration.
TfL shall remain in control at all times during technical transition	Where a situation arises that the Service Provider can no longer deliver an element of the technology solution as agreed with the Authority, the Service Provider shall consult the Authority for approval.
The Transition architecture shall support parallel running	For assurance purposes, the Transition shall support parallel running with the existing system provided by the Existing Service Provider.
Big bang style of Transition should be avoided	The complexity of the existing system and Services mean that a big bang style transition is not deemed appropriate. Service Provider shall appropriately assess other options such as adopting an incremental style of transition approach.
Transition should be seamless to a Customer.	The Transition of the Supplier System shall not create additional obligations on a Customer. For example, Customers shall not be required to take specific action in order for their Data to migrate.
Data	
Migration of Data shall be auditable	When Data migrates between the existing system and new Concessions System, an audit trail detailing the source, destination, transformations applied, date of migration, and outcome is required. Status reports shall be made available to the Authority during the Transition indicating the success rate of migration as it progresses at a frequency to be agreed with the Authority.
100% of Data shall be migrated and be error free	It is not envisaged that TfL will retain the existing system live after Transition and therefore 100% of source Data should be migrated and proven to be error free. In addition to this, the

	target database schema does not need to replicate the source schema design.
Migration of Data should be automated as far as possible	TfL does not envisage a large programme of manual Data scripting. There are >1,000,000 Customers in the existing system therefore making manual scripting of Customer Data inappropriate.
Migration of a Customer should be consistent across all channels	When a Customer's Data has migrated, it should be applied to both the COC and MUC. Therefore a Customer having migrated to the new Concessions System will only be manageable on that system.
Migration processes shall meet or exceed TfL's Information Security Policy	The Service Provider shall adhere to TfL's Information Security Policy, as detailed in Appendix 7 of Schedule 15 (Standards), through the Transition period. It shall not be possible for Data to be lost, intercepted, or in any other way exposed to non-intended recipients pre, during, or post migration.
Migration processes shall meet or exceed TfL's Cyber Security Policy	The Service Provider shall adhere to TfL's Cyber Security Policy, as detailed in Appendix 10 of Schedule 15 (Standards), through the Transition period.

4. SCHEDULE 4 – SERVICE SCOPE SPECIFICATION

0. Definitions and Interpretations

0.1. The following definitions and acronyms appear throughout this Schedule.

"11-15 Oyster Photocard"	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
"16+ Oyster Photocard"	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
"18+ Student Oyster Photocard"	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
"5-10 Oyster Photocard"	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
"60+ London Oyster Photocard"	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
"Admail"	a Royal Mail service that enables the Service Provider to print a Transport for London address on the Service reply items, which when returned by an applicant, Customer, or anyone else will in fact be delivered to the Service Provider's nominated business address;
"Apprentice Oyster Photocard"	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
"Athletes London Oyster Photocard"	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
"Bus & Tram Pass"	means a Travel Product of that name or its equivalent which permits a Customer unlimited travel on the Bus and Tram network which forms part of the Transport Network;
"Call Handling Charges"	charges payable by the Authority for Talk Time;
"Card Carrier Letter"	means a letter that accompanies a Card as part of the Card Fulfilment process.
"Card(s)"	shall have the meaning given in paragraph 1.4.4 of Schedule 4 (Service

	Scope Specification);
"Case Record"	means a record stored within the Authority's MS Dynamics to manage, record and capture all customer interactions;
"Central System"	means the central database which holds Customers' card Data;
"Completed Application"	means application for a new, replacement, reissue or renewal Card, which has passed all the required application stages and is ready for Card Fulfilment;
"Contact(s)"	means all forms of contact with a Customer including but not limited to contact by telephony calls, correspondence which may be in the form of email, fax, letter, webform and webchat;
"Eligible Customer"	means a person who is eligible to receive concessionary travel in accordance with their associated Concessions Scheme;
"EOS"	Enforcement and On-Street Operations, a division within TFL's organisation;
"Graphic User Interface" or "GUI"	Oyster card Management System, which holds Data relating to ticket products held on Oyster cards and recent journeys made by the cardholder (including its successor);
"Help Desk Support Service Day"	has the meaning set out in paragraph 3.2.4 of Schedule 8 (Service Management);
"Hotlist Delay"	means the Concessions System function whereby the disablement of a Card due to being Hotlisted is delayed based on a pre-determined (but configurable) number of days based on the Hotlist reason;
"Hotlisting" or "Hotlist"	means the process of remotely disabling a Card, including all the products on it via request to the Authority's central database which holds Oyster card customer Data;
"ID Verification Letter Barcode"	means the Barcode generated by the Concessions System and populated on ID Verification Letters;

"ID Verification Letter"	means a letter generated via the Concessions System, with configurable fields, used by Customers to validate their identity at a Post Office;
"Interactive Voice Response" or "IVR"	is a telephony technology that can read a combination of touch tone and voice input;
"Level 1 Help Desk"	means the technical help desk provided by the RCC Contractor and shall operate throughout the Help Desk Support Service Day;
"Mystery Shopper Survey"	means an assessment of the Service Provider's quality and compliance to processes, conducted by the Authority or an independent research company commissioned by the Authority;
"Odd-Period"	any date range selection for a Travelcard period;
"Online Schemes"	shall have the meaning set in paragraph 1.2 of Schedule 4 (Service Scope Specification);
"Oyster Card Transaction Analyser" or "OCTAgone"	means reporting tool used to interrogate Data relating to Travel Products held on Oyster Cards and recent journeys made by Customers (including its successor);
"Oyster Professional User System" or "OPUS"	means Authority owned web based application used to process Customer refunds (including its successor);
"Pay As You Go" or "PAYG"	means usage of a Card for travel on the Transport Network that is paid for by Customers on a journey by journey basis;
"Photo Update Form"	a document containing a unique system generated barcode and fields for an applicant to affix a photograph as well as other relevant information required for application verification and processing;
"Police Oyster"	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
"Renewal Process"	shall have the meaning given in paragraph 3.6 of Schedule 4 (Service Scope Specification);
"Schemes"	means Concessions Schemes;

"Service Provider Site"	means any building used by the Service Provider to carry out the Services (or any of them) required under the Contract;
"SMS"	Short Message Service;
"SP Agent(s)"	means the Service Provider's customer service agent involved in providing the Services;
"Spoilage", "Spoilt" or "Spoils"	refers to damaged, corrupt or defaced Card that cannot be used for travel;
"Station List "	A list of stations on the Transport Network;
"Test Cards"	means Cards that are produced to test the successfulness of functionality and associated application of fares;
"TfL Network"	shall mean Bus, Tube, Tram, DLR, London Overground, TfL Rail, Emirates Air Line and River Bus;
"Traffic Day"	means the period between the start of operations for the first passenger service on the Transport Network on any day and the end of operations for the last passenger service on the Transport Network on the following day but prior to the first passenger service on the next day. As of date of Contract this shall be from 5:00am to 04:29am of the following calendar day;
"Train the Trainer"	shall have the meaning given in paragraph 1.1 of Appendix 2 of Schedule 5 (Training);
"Travelcard(s)"	means a Travel Product of that name or its equivalent which permits a Customer unlimited travel on parts on the Transport Network;
"Veterans Oyster Photocard"	means the Concessions Scheme of that name as described in Appendix 6 of Schedule 4 (Service Scope Specification);
"Virtual Private Network" or "VPN"	a Virtual Private Network extending a private network across a public network, such as the Internet, enabling users to send and receive data across shared or public networks as if their computing devices were directly connected to the private network;

"Young Person's Behaviour Code"	https://tfl.gov.uk/fares-and-payments/penalties-and-enforcement/young-persons-behaviour-code
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1. Introductions

1.1. As part of TfL's fares and ticketing solutions, TfL provides various schemes for Eligible Customers to obtain concessionary travel on selected Transport Network.

1.2. The schemes under the scope of concessionary travel are as following:

- 1.2.1. 5-10 Oyster Photocard;
- 1.2.2. 11-15 Oyster Photocard;
- 1.2.3. 16+ Oyster Photocard;
- 1.2.4. 18+ Student Oyster Photocard;
- 1.2.5. Apprentice Oyster Photocard;
- 1.2.6. 60+ London Oyster Photocard;

referred to as (the "**Online Schemes**")

- 1.2.7. Veterans Oyster Photocard;
- 1.2.8. Engineers Oyster Photocard;
- 1.2.9. Athletes London Oyster Photocard;
- 1.2.10. Police Oyster card; and
- 1.2.11. Any other schemes that the Authority may introduce from time to time.

all respectively referred to as (the "**Concessions Schemes**").

1.3. This Schedule outlines the Service Provider and Authority obligations for the management and administration requirements of the Services in scope of this Contract to manage the end to end solution of providing such concessionary travel.

1.4. The management of the Concessions Schemes shall consists of:

- 1.4.1. the development, implementation, integration, continuous management and support of a Concessions System to manage the Authority's Concessions Schemes as detailed in paragraph 2;
- 1.4.2. the undertaking of Scheme Management activities required to facilitate and manage eligibility of concessionary travel to Customer, working with Scheme Partners and Third Parties as detailed in paragraph 3;
- 1.4.3. providing contact centres services and handling of Customer Contacts relating to Concessions Schemes, as detailed in paragraph 4;
- 1.4.4. managing of the processing and fulfilment of Oyster card, Oyster Photocard and any other type of card that the Authority may introduce from time to time ("**Card(s)**") relating to the issue of Concessions Schemes as detailed in paragraph 5;

1.4.5. General requirements relating to the Service are detailed in paragraph 6.

1.5. The Service Provider is required to deliver the Service as detailed within this Schedule and the accompanying appendices.

2. Concessions System

2.1. Introduction

2.1.1. This section outlines the specific requirements regarding the Concessions System, which shall be accessible to multiple types of users for different purposes.

2.1.2. The Concessions System shall be developed, maintained and supported by the Service Provider to handle, process, manage and administer the Concessions Schemes.

2.1.3. The Service Provider shall undertake, as and when instructed by the Authority, scheduled and ad-hoc Changes and CSM Activities on the Concessions System to ensure the smooth running of the system, the Concessions Schemes and continued improvement of a Customer's experience.

2.1.4. The Service Provider's obligations for the initial development and implementation of the Concessions System is detailed in Schedule 3 (Transition).

2.2. Key functionality

2.2.1. The Service Provider shall provide, maintain and support a Concessions System, based around the concept architecture and solution detailed in Annex 2 (Concessions System Concept Architecture) of Appendix 7 (System Requirements), to support the management of Concessionary Schemes in accordance with the requirements set out in Appendix 7 (System Requirements) and in accordance with this Schedule, including associated appendices.

2.2.2. In accordance with the requirements in Appendix 7 (System Requirements), the Concessions System shall provide the following key functionality:

2.2.2.1. enable potential Online Scheme Customer's with access via the Customer Online Component (COC) to enable them to create and manage web account(s), complete and submit application(s) for Oyster Photocard(s), , view and make purchases of Travelcard(s) & PAYG credit, view journey history, and report a lost, stolen or damaged Oyster Photocard;

2.2.2.2. provide authorised personnel of the Authority, Service Provider and Scheme Partners, as detailed for non-Service Provider users in Appendix 8 (User Access), access to the Managed User Component (MUC) with configurable pre-set permissions levels to read, edit, create and delete data in the Concessions System, where the permission are to

protect the integrity and privacy of the data and the Concessions System, and for the user to be able to perform their role; and

2.2.2.3. provide the applicable Scheme Partners access, with relevant functionality, via the MUC to;

2.2.2.3.1. submit Card applications for the schemes listed under 1.2.8, 1.2.9 and 1.2.10;

2.2.2.3.2. validate applications of schemes; and

2.2.2.3.3. Register and re-register to continue being a Scheme Partner for Education Establishments.

2.3. System Interfaces

2.3.1. The Service Provider shall interface the Concessions System in accordance with the requirements set out in Schedule 6 (Systems Integration) and the Interface Register in Appendix 3 (System Interface Specification) of Schedule 6 (Systems Integration). The system interface specification is subject to change and the Authority shall work with the Service Provider to address any changes needed for the interface of the Supplier System.

2.4. Concessions System Operating Manuals

2.4.1. Pursuant to paragraphs 3.4 of Appendix 6 (Document Management) of Schedule 8 (Service Management), the Service Provider shall create and maintain Operating Manuals of the Concessions System.

2.5. Disaster Recovery Capability

2.5.1. The Authority operates a disaster recovery capability for the Services.

2.5.2. A disaster recovery test is carried out on the Services every six (6) months to ensure that all parties, architecture and sub systems that are responsible to deliver the Services have up to date documentation and resource is experienced in carrying out the processes necessary to move the Services onto the Authority's disaster recovery site. The test includes the movement of the Services from the Authority's primary site to the Authority's secondary disaster recovery site out of working hours at a pre-agreed date and the movement of the Service out of working hours back to the primary site at a pre-agreed later date.

2.5.3. The Service Provider is required to undertake the necessary work to support the disaster recovery capabilities for the Services to ensure the disaster recovery is successful.

2.6. Hosting System

2.6.1. On-premises Hosting System

2.6.1.1. The Authority shall provide the Hosting System on which the Service Provider's Concessions System will be hosted. The Authority's Hosting System is to support the Service Provider's infrastructure solution requirements for the Authority hosted solution.

[Please refer to the Service Provider's infrastructure solution for the Authority's Hosting System provided at ITN Phase 2B stage]

3. Scheme Management

3.1. Introduction

3.1.1. This section outlines the Service Provider's obligations to manage and facilitate data sharing with the various Scheme Partners and other Third Parties, where applicable, for validation of eligibility of Scheme application, registration (including re-registration) to become a Scheme Partner and other matters relevant to the applicable Schemes.

3.1.2. Any business agreement, policy or matters alike, raised by Education Establishments or other Scheme Partners, shall be dealt with by the Authority.

3.2. Management of Scheme Partners and Third Parties

3.2.1. The success of the Authority's Concessionary Schemes is largely based on the data sharing and validation agreements the Authority has with Third Parties including the Scheme Partners as listed in paragraph 2.3 of Appendix 6 to this Schedule.

3.2.2. The Service Provider shall:

3.2.2.1. undertake the requirements as set out in paragraph 2 (Scheme Partners/Third Parties) of Appendix 6 (Concessions Scheme eligibility information) which contains specific requirements regarding the management and interface with the individual Scheme Partners and other Third Parties;

3.2.2.2. be responsible to manage the day to day operational management of the (circa) 700 Education Establishments registered on the 18+ Student Oyster Photocard Scheme, the exact number is subject to change over the Term of the Contract, including registration, reregistration and audits, in accordance with paragraph 3 of Appendix 6 (Concessions Scheme eligibility information);

3.2.2.3. share data with Scheme Partners for validation of application and eligibility of schemes, not limited to Authority schemes, in accordance with Appendix 6 (Concessions Scheme eligibility information);

3.2.2.4. Enabling and disabling Customer accessibility to submit online applications at a specific date, as provided by the Authority, for Schemes on the Concessions System;

3.3. Data extract

3.3.1. The Service Provider shall provide data extracts to the Authority upon the Authority's request.

3.3.2. The data extracts may include those used by the Authority to engage with their Customers to advise them of additional information. This is undertaken through mailshot campaigns through mediums of email/letters/SMS.

3.3.3. The Service Provider shall provide data extract of Customer details, as requested by the Authority, to provide the mailshot campaign or alternatively the Service Provider may undertake the campaign activity themselves where instructed via a Change Request Form in accordance with paragraph 9 of Schedule 8 (Service Management) and shall be Charged in accordance with Table 6 (CSM Activity) of Schedule 7 (Pricing Schedule).

3.3.4. The Authority may request up to 20 data extract for any 12 month period. In the event the Authority requires additional data extract, these may be instructed via a Change Form Request in accordance with paragraph 9 of Schedule 8 (Service Management) and shall be Charged in accordance with Table 6 (CSM Activity) of Schedule 7 (Pricing Schedule).

3.3.5. Unless otherwise agreed between the Parties, data extracts shall be provided within 48 hours (occurring over Business Days).

3.4. Hotlisting

3.4.1. Customers can only have one active scheme Card at any time, therefore lost, stolen, damaged, failed or to be cancelled Cards require Hotlisting to prevent fraudulent use.

3.4.2. Scenarios for a Card to be Hotlisted may arise from, and not limited to, the following:

3.4.2.1. Customer's eligibility for a scheme ceases;

3.4.2.2. A Customer reports their Card to be lost, stolen or damaged;

3.4.2.3. A Scheme Partner reports a Card to be to be lost, stolen or damaged via the Managed User Component or agreed interface;

3.4.2.4. In accordance with ref 7 of Appendix 13 (Duplicate matching), an SP Agent has undertaken duplicate matching of a Veterans applicant's details and identified the applicant already holds a Veterans Photocard;

3.4.2.5. In accordance with ref 1 to 6 of Appendix 13 (Duplicate matching), the Concessions System has undertaken duplicate matching of an Online Scheme applicant's details and identified the applicant already holds a Photocard of that same scheme, and the applicant has continued with the application;

3.4.2.6. A Scheme Partner reports the Customer as not eligible for the scheme;

3.4.2.7. A Scheme Partner reports the Customer as no longer eligible for the scheme, excluding where the Scheme Partner indicates not to renew the Customer's Card as part of the Renewal Process.;

3.4.2.8. A Scheme Partner has failed to report an Apprentice Oyster Photocard applicant as eligible within 100 days of the applicant's having paid the administration fee;

3.4.2.9. A Photocard has reached the expiry date;

3.4.2.10. An Education Establishment becomes ineligible to participate in the 18+ Student Oyster Photocard scheme, resulting in students/Customers of that Education Establishment becoming ineligible for the scheme; and

- 3.4.2.11. The Authority reports a Card to be Hotlisted via the Managed User Component.
- 3.4.3. The Service Provider shall Assure the Authority that Cards are being Hotlisted in accordance with this paragraph 3.4.
- 3.4.4. The Service Provider shall assign a reported Card to a Hotlist Reason Code as provided in Appendix 10 (Hotlist Reason Codes) and shall apply the associated Hotlist Delay day (as indicated in Appendix 10), where applicable, in the Concessions System, where it can be used for reporting by the Authority.
- 3.4.5. The Service Provider shall create and maintain a Hotlist file, for each Concessions Scheme, in the Concessions System with details of the reported Cards.
- 3.4.6. The Hotlist file shall contain the Card details in accordance with Appendix 11 (Hotlist and De-Hotlist Request File Definition) with the relevant RCC Contractor's Hotlist Reason Code set out in Appendix 10 (Hotlist Reason Codes) of this Schedule assigned to each Card.
- 3.4.7. The Service Provider shall provide and permit the Authority with access at any time to export a copy of the Hotlist file.
- 3.4.8. The Service Provider shall assist the Authority with technical support for exporting the Hotlist file.
- 3.4.9. The Authority sends the file to the RCC Contractor for the Cards to be Hotlisted through the Authority's Central System. Without access to the file, the Authority is unable to Hotlist reported Cards.
- 3.4.10. The Service Provider shall maintain an up to date Hotlist file at all times. Where the Service Provider fails to comply with the requirement, the Authority may issue the Service Provider with a Corrective Action Notice in accordance with Clause 16 (Corrective Action Notices).
- 3.5. Customer and Scheme Partner terms & conditions and Data Protection notice**
- 3.5.1. On an annual basis the Authority shall provide a new set of terms and conditions, which shall include a Data Protection notice, for Zip, 18+ Student Oyster Photocard and Education Establishment to adhere to for the following academic year, to the Service Provider 20 Business Days prior to the commencement to the academic year.
- 3.5.2. Subject to the above paragraph 3.5.1, the Service Provider shall incorporate the new terms and conditions into the Concessions System.
- 3.5.3. Any amendments to existing terms and conditions, including the Data Protection notice, shall be instructed via a Change Request Form in accordance with paragraph 9 of Schedule 8 (Service Management) and shall be Charged in accordance with Table 6 (CSM Activity) of Schedule 7 (Pricing Schedule).
- 3.6. Renewal of expired Cards**
- 3.6.1. Selected Schemes are subject to renewal, whereby a Card is renewed for the same Scheme, subject to the eligibility criteria and business rules of that scheme ("**Renewal Process**"). The Renewal Process is applied to:

- 3.6.1.1. Veterans Oyster Photocard;
 - 3.6.1.2. Athletes London Oyster Photocard;
 - 3.6.1.3. Engineer Oyster Photocard;
 - 3.6.1.4. 18+ Student Oyster Photocard; and
 - 3.6.1.5. any other schemes that the Authority may introduce from time to time where the scheme is subject to the Renewal Process.
- 3.6.2. The Service Provider shall manage the Renewal Process in accordance with the applicable scheme business rule and requirements set out in Appendix 12 (Card Renewals).
- 3.6.3. The Service Provider shall include provisions for the Renewal Process within the appropriate forecasting requirements under this Schedule.
- 3.6.4. Unless otherwise stated by the Authority or within Appendix 12 (Card Renewals), issuing of the “renewed” Photocards shall take place before the expiry of the Customers existing Photocard and shall be encoded to start on the day following the day of the existing Photocards expiry date.
- 3.6.5. The cost for Card Fulfilment element of the Renewal Process shall be Charged in accordance with paragraph 2.2.3 (Card Fulfilment) of Schedule 7 (Pricing Schedule)
- 3.6.6. The cost for posting the Veterans Oyster Photocard scheme application shall be Charged in accordance with paragraph 2.3 (Ad-Hoc Charges) of Schedule 7 (Pricing Schedule)
- 3.6.7. The Service Provider shall ensure that any Travel Products or PAYG credit on an existing Photocard is transferred to the new card, where applicable.
- 3.7. Management, validation and authentication of applications**
- 3.7.1. Where the Concessions System does not undertake any element of part therefor of the verification of an applicant’s eligibility criteria to the applying scheme and/or the application requirement criteria for that scheme, the Service Provider shall undertake such verification, where it may be a manual process, in accordance with verification eligibility and application criteria as detailed for each scheme in Appendix 6 of this Schedule.
- 3.7.2. Pursuant to above paragraph, manual intervention may include but is not limited to:
- 3.7.2.1. validate an applicant’s photograph, whether returned within the Photo Update Form or uploaded by the applicant, Scheme Partner or SP Agent, against the photograph guidelines;
 - 3.7.2.2. scan and associate an applicant’s photograph, where a Photo Update Form was used, to the applicant’s record in the Concessions System;
 - 3.7.2.3. validate applications for a 18+ Student Oyster Photocard made by placement students;
 - 3.7.2.4. scan and associate an education establishment letter to the placement student’s applicant’s record in the Concessions System;

- 3.7.2.5. validate and process paper applications for Veterans Oyster Photocard which shall include the scanning and associating of the following items to the applicant's record in the Concessions System:
 - 3.7.2.5.1. Veterans Oyster Photocard application form;
 - 3.7.2.5.2. Applicant's photograph; and
 - 3.7.2.5.3. Supporting evidence of eligibility;
- 3.7.2.6. request any missing details from the responsible police force, where the information has not been provided for Police Oyster card applications;
- 3.7.2.7. update an applicant's record in the Concessions System with notes of any developments in progressing an application (new or replacement Card) and subsequent fulfilment;
- 3.7.2.8. manage, validate data shared with Scheme Partners; and
- 3.7.2.9. manage obtaining date of birth evidence where there has been a date of birth mismatch between the MUC and as provided at a Post Office.

4. Contact handling

4.1. Introduction

- 4.1.1. This section outlines the management and administration requirements of the Contact handling element of the Services, which shall include:
 - 4.1.1.1. Providing contact centre services to effectively manage both the call and Correspondence demand;
 - 4.1.1.2. providing telephony support in relation to the Concessions Schemes;
 - 4.1.1.3. responding to Customer Correspondence which include but are not limited to enquires relating to:
 - 4.1.1.3.1. requesting a refund;
 - 4.1.1.3.2. online purchases;
 - 4.1.1.3.3. reporting a lost/stolen/damaged or failed cards; and
 - 4.1.1.3.4. requesting a replacement cards;
 - 4.1.1.4. general support of the Schemes, including:
 - 4.1.1.4.1. administering refunds of Travelcards and PAYG for eligible Customers for reasons such as; incomplete journeys, the Oyster Photocard being left at home, interim period (subject to business rules) due to failed Oyster Photocard, overlapping Oyster Photocards, cancel and cancelled and surrendered Oyster Photocards;
 - 4.1.1.4.2. responding to Customer requests for further details on the Schemes;
 - 4.1.1.4.3. Assisting applicants with their scheme application; and

4.1.1.4.4. providing Customers with support for replacement Cards where a Customer has experienced a lost, stolen or damaged Cards or has a failed Card.

4.2. Contact Centre Operational Hours

4.2.1. The Service Provider shall provide contact centre services for call handling of the Authority's Concessions Scheme Customers between 08:00 and 20:00, seven (7) days a week, excluding Christmas Day.

4.2.2. SP Agents shall be logged onto systems and applications, ready to receive calls at 08:00 am.

4.2.3. SP Agents shall also be available to receive calls (including being logged onto all systems and applications) for any caller who made the call before the end of the contact centre operating hours (before 20:00pm), until such time that there are no callers waiting in the call queue.

4.2.4. The working hours and days may be subject to change and shall be agreed between the Authority and the Service Provider prior to any changes.

4.3. Telephony Demand

4.3.1. The Service Provider shall manage 100% of the Authority's total call minutes for this Service. However, the total call minutes are subject to fluctuations and therefore no minimum call minutes are guaranteed over the Term the Contract.

4.4. Process Documents

4.4.1. The Services, processes and steps the Service Provider shall undertake to perform activities supporting Contact handling are detailed in Appendix 1 (Process Documents).

4.5. Forecasting

4.5.1. The Service Provider shall be responsible for forecasting the demand of calls and Correspondence in scope of the Contract. The Service Provider shall use their own forecast to manage their resources, including Service Provider Personnel, to deliver the Services and to meet Service Levels.

4.5.2. An initial list of activities, events and trends for the Service Provider to use as a baseline for their initial forecast will be provided by the Authority at Contract Commencement Date.

4.5.3. From the Contract Commencement Date, the Service Provider shall be responsible for monitoring and incorporating any future activities, events and trends into their forecasts.

4.5.4. The Service Provider shall provide commentary to accompany the forecast detailing factors contributing to the forecast and any reasonable risks clearly highlighted by the Service Provider in such forecast.

4.5.5. The Service Provider shall provide a forecast of Contact demands at the following intervals, where requested by the Authority:

4.5.5.1. Yearly – each Period for the succeeding 13 Periods, itemised by Period;

4.5.5.2. Quarterly – in Periods 13, 3 & 6 for the succeeding 3 Periods and in Period 9 for the succeeding 4 Periods; and

4.5.5.3. Weekly – each week, two weeks in advance, itemised by day and hour; and

in formats to be agreed between the Authority and the Service Provider.

4.6. Call handling

4.6.1. The Service Provider shall manage, respond, log and create a record of all calls received and made where a customer record, within the Concessions System, have not previously been created for the Customer. Where a customer record already exists for the Customer, the SP Agent shall update the record with the Customer's enquiries. Failure to create or update a customer record may result in cases being escalated.

4.6.2. The Customer case record shall be raised by the SP Agent who originally responded to the call. A SP Agent shall accurately record the Customer's details and provide accurate notes of any issues or enquiries raised by the Customer.

4.6.3. All refund requests from Customers received via the telephony channel shall be logged by the SP Agent on both the Authority's MS Dynamics system and the Concessions System.

4.6.4. The Service Provider shall use their own Telephony System to manage all inbound and outbound calls routed through the Authority's Interactive Voice Response (IVR) system.

4.6.5. The Service Provider shall comply with the telephony requirements detailed in Appendix 11 (Telephony Requirements) of this Schedule.

4.6.6. Calls shall be answered by a SP Agent and not by the Service Provider's telephone system (e.g. voicemail).

4.6.7. In the current process, Customers can view their journey history statement through their web account. This facility currently only applies to 18+ Student Oyster Photocard, Apprentice Oyster Photocard and 60+ London Oyster Photocard schemes. The Service Provider shall provide support to other Concessions Scheme card holders who may request, via telephony, a copy of their journey history statement to be sent to them.

4.6.8. SP Agents shall assist Customers, whilst on the call, by creating an online account, populating an application and taking payments for Customers whom are unable to submit an online application for the following schemes; 5-10 Oyster Photocard, 11-15 Oyster Photocard, 16+ Oyster Photocard and 60+ London Oyster Photocard schemes.

4.6.9. The Service Provider shall regularly and proactively review and update the customer records with the Customer's most current contact details (address, email, telephone numbers etc.) to enable Customers to be contacted swiftly and efficiently.

4.6.10. Customer facing telephone numbers and IVR menus shall be provided by the Authority.

4.6.11. Telephony wait messages will be provided by the Authority.

4.6.12. The Service Provider shall always call a Customer in the first instance when seeking to resolve a Customer complaint or in any situation where the nature of the query or issue requires a swift response back to the Customer.

4.6.13. The Service Provider shall transfer calls to the Authority or other Third Party contact centres where the Service Provider is unable to resolve the Customer's query because it does not relate to Concessions Schemes.

4.7. Call recording

4.7.1. The Service Provider shall provide call access to call recordings for all calls handled in relation to the Services. Each call shall be individually recorded.

4.7.2. The Authority shall have direct access to all live and historic call recordings at all times to allow the Authority to undertake audits and investigate complaints efficiently.

4.7.3. The Service Provider shall keep call recordings for a minimum retention time of six (6) months (no call recordings shall be deleted other than those that exceed the retention period), after which the calls shall be destroyed securely in line with compliance with legislation such as the Data Protection Act 1998 and the Freedom of Information Act 2000, as well as adherence to TfL's Information and Record Disposal schedule in Appendix 2 document; Oyster concessionary schemes disposal schedule, of Schedule 15 (Standards).

4.7.4. The Service Provider shall give each call a unique identifier when the calls are logged in the Telephony System.

4.7.5. The Service Provider shall ensure that each call is associated with the SP Agent that responded to the call when calls are logged.

4.8. Correspondence

4.8.1. The Authority shall log Concessions related Correspondence it receives on MS Dynamics against Case Records for the Service Provider to manage and respond to Customers in accordance with the applicable process document.

4.8.2. The Service Provider shall manage, respond, log and create a record of all Correspondence received and made where a customer records, within the Concessions System, have not previously been created for the Customer. Where a customer record already exists for the Customer, the SP Agent shall update the record with the Customer's enquiries. Failure to create or update a customer record may result in cases being escalated.

4.8.3. For the avoidance of doubt, the management of inbound Correspondences shall exclude, but not limited to, the following inbound Correspondence where the information is required as part of an application for a Card:

4.8.3.1. receipt of Veteran Oyster Photocard scheme paper applications;

4.8.3.2. requests for a Veteran application form;

4.8.3.3. receipt from Customer of requested missing information(s) required to complete an application;

- 4.8.3.4. Photo Update Forms returned by an applicant for the Service Provider to scan and attach to the Customer record ;
 - 4.8.3.5. letter of confirmation of eligibility from a 18+ placement student's education establishment;
 - 4.8.3.6. returned Oyster Photocards that have been unable to be delivered to the Customer; and
 - 4.8.3.7. eligibility proof such as date of birth
- 4.8.4. The Customer case record shall be raised by the SP Agent who originally responded to the Correspondence. A SP Agent shall accurately record the Customer's details and provide accurate notes of any issues or enquiries raised by the Customer.
- 4.8.5. For Correspondence relating to a requests for a refund, the Service Provider shall process refunds for Customers in accordance with the refunds rules detailed in document reference 2.2.1 (Concessions Photocard Interim Refund) of Appendix 1 (Process Documents).
- 4.8.6. The Service Provider shall respond or contact the Customer via telephony in the first instance, where the Customer has provided a telephone number(s), to address the Customer query or issue raised. If the Customer cannot be contacted via telephone then only should the Customer be contacted via email or letter.
- 4.8.7. All refund requests received via Correspondence shall be logged by the Service Provider on both the Authority's MS Dynamics system and the Concessions System.
- 4.8.8. The Authority shall provide a series of standard email and letter reply templates for the Service Provider to use for Correspondence. The templates are subject to change and updated versions will be developed in collaboration between the Service Provider and the Authority.
- 4.8.9. Unless otherwise agreed with the Authority in advance, The Service provider shall send letter Correspondence using Royal Mail 1st Class (or equivalent) postage. The Service Provider shall make proposals to ensure that the most cost-effective postage rate is secured in accordance with Clause 23.2 (VfM).
- 4.9. Contact Handling Reporting**
- 4.9.1. The Service Provider shall report and account separately for the operation of each service as detailed in Appendix 3 (Reporting Requirements).
- 4.9.2. The Service Provider shall provide the Authority with access to real time and historical call data through the Service Provider's reporting system.
- 4.9.3. The Service Provider shall run reports from their Telephony System at the interval of three (3) times a day, daily, weekly and Periodic. The Service Provider shall provide commentary on their performance against the key performance indicators for each report type detailed in the reporting requirement document in Appendix 3 (Reporting Requirements).

- 4.9.4. Where performance targets or Service Levels are not met, the Service Provider shall provide a commentary on why the Service Levels were not met.
- 4.9.5. The Service Provider shall issue a Periodic report with commentary to the Authority on the Tuesday at 10:00 after Period end for review and discussion at the Service Review Meeting.
- 4.9.6. The Service Provider shall provide a copy of their reporting data format and details at Contract Commencement Date.
- 4.9.7. The Service Provider shall report on all Customer complaints received in a Period by 8:00pm of the first Thursday of the following Period. The report shall include the following detail:
- 4.9.7.1. nature of the complaint, how it was resolved and any suggestions on improvements by the Customer;
 - 4.9.7.2. date of the complaint;
 - 4.9.7.3. name of the Service Provider's Personnel that handled the complaint; and
 - 4.9.7.4. date of resolution or any escalation to the Authority.
- 4.9.8. The Service Provider shall report on all Customer commendations received in a Period by 8:00pm of the first Thursday of the following Period. The report shall include the following details:
- 4.9.8.1. nature of the commendation;
 - 4.9.8.2. date the commendation was received;
 - 4.9.8.3. name of Service Provider Personnel that handled the commendation; and
 - 4.9.8.4. name and details of the person the commendation relates to.
- 4.9.9. Any suspicious applications for a replacement Card shall be reported to the Authority within one (1) day of the request being made.
- 4.9.10. The Authority may request additional ad-hoc reports from the Service Provider from time to time.
- 4.9.11. Where an ad-hoc report request is made by the Authority before midday, the Service Provider shall, by 20:00 of that same Business Day, acknowledge such request and agree (acting in good faith) with the Authority a reasonable timeframe by when the report will be provided to the Authority.
- 4.9.12. Where an ad-hoc report request is made by the Authority after midday on a Business Day or is made on a day that is not a Business Day, the Service Provider shall, by 17:00 of the following Business Day, acknowledge such request and agree (acting in good faith) with the Authority a reasonable timeframe by when the report will be provided to the Authority.
- 4.10. Knowledge sharing and communication**
- 4.10.1. The Service Provider shall ensure that Service Provider Personnel are updated on any information required to service Customer and Scheme

Partners enquiries in line with processes and procedures, provided by the Authority.

- 4.10.2. The Service Provider shall provide a plan and report on how Changes are to be managed and communicated to the Service Provider Personnel every quarter for Assurance.

4.11. Complaints

- 4.11.1. The Service Provider shall manage other types of complaints in addition to the complaints listed in Appendix 1 (Process Documents) of this Schedule.

- 4.11.2. The Service Provider can expect to receive complaints from Customers regarding but not limited to:

- 4.11.2.1. the Authority's services;
- 4.11.2.2. the Service Provider's Personnel;
- 4.11.2.3. the Authority's Personnel; and
- 4.11.2.4. Data and Privacy Protection

- 4.11.3. Complaints in relation to paragraph 4.11.2.1 shall be transferred to the Authority's operated contact centre.

- 4.11.4. Complaints in relation to paragraph 4.11.2.2 shall be logged and passed on to the Service Provider's duty manager and subsequently to the Service Provider Customer Service Executive if the issue cannot be resolved.

- 4.11.5. Complaints in relation to paragraph 4.11.2.3 shall be logged and passed onto the Authority's Performance Duty Desk within 24 hours.

- 4.11.6. Complaints in relation to paragraph 4.11.2.4 shall be logged and passed to the Authority's Privacy and Data Protection Team.

- 4.11.7. All general Concessions Schemes complaints shall be resolved in accordance with the processes listed in Appendix 1 (Process Documents) of this Schedule.

- 4.11.8. All complaints and commendations shall be reported in accordance with paragraph 4.9.7.

4.12. Quality Audits

- 4.12.1. The Authority shall undertake Periodic quality and compliance to Concessions Scheme process audits on the SP Agents. In addition to this, the Authority shall also perform quality and compliance audits on the SP Agents through an independent Third Party.

- 4.12.2. The audit assessments shall be based on the criteria detailed in Appendix 4 (Quality Measurement Criteria). The SP Agents will be measured against the criteria set by the Authority and the criteria set by the Top 50 Mystery Shopper Survey.

- 4.12.3. The Authority and the Service Provider will review the results of the audits, discuss and plan for actions for resolving any ongoing issues at the

Service Review Meeting every Period to be implemented at the Service Provider's cost.

5. Card Fulfilment

5.1. Introduction

- 5.1.1. The Authority offers concessionary travel to Customers who meet the Authority's Concessions Schemes eligibility criteria. Concessions Schemes Customers are issued with either, depending on the Concessions Scheme, an Oyster Photocard or Oyster card for travel on, where valid, the selected Transport Network.
- 5.1.2. The Service Provider shall manage and undertake the Card Fulfilment of Completed Applications received from Eligible Customers for the Concessions Scheme.
- 5.1.3. The Service Provider shall comply with the Concessions Schemes policy and requirements as detailed in Appendix 6 (Concessionary Schemes Eligibility Information) for the delivery of the Services.

5.2. Scope

- 5.2.1. The Service Provider shall manage the Card Fulfilment for the Concessions Schemes.
- 5.2.2. The Service Provider shall verify that the following below criteria, for the Online Schemes and Veteran Oyster Photocard scheme, has been met prior to Card Fulfilment to the Eligible Customer:
 - 5.2.2.1. completion of online application form (Online Schemes);
 - 5.2.2.2. receipt of new application payment (Online Schemes);
 - 5.2.2.3. request and receipt of Card replacement payment, where applicable, made for lost, stolen or damaged Cards;
 - 5.2.2.4. request made for failed Card replacement;
 - 5.2.2.5. paper application received, scanned and added to customer record (Veteran Oyster Photocard scheme);
 - 5.2.2.6. Photo Update Form, scanned and added to customer record, where applicable, (Zip schemes, 60+ London Oyster Photocard, Veterans Oyster Photocard);
 - 5.2.2.7. proof of eligibility received and validated (Veteran Oyster Photocard scheme);
 - 5.2.2.8. photograph meets guidelines;
 - 5.2.2.9. Education Establishment approval for 18+ Student Oyster Photocard scheme;
 - 5.2.2.10. education establishment student placement letter received, scanned and added to record for the 18+ Student Oyster Photocard scheme (placement students applications);

- 5.2.2.11. proof of London residence, where required (selected applications of 16+ Oyster Photocard);
 - 5.2.2.12. ID Verification Letter, where required, received, validated and payment made at the collection point managed by a the applicable Authority sub-contractor (currently Post Office) (Zip and 60+ London Oyster Photocard schemes);
 - 5.2.2.13. identified and made arrangement to transfer any remaining PAYG credit, from a Customer's 5-10 Oyster Photocard to their requested 11-15 Oyster Photocard, within the parameters set by the Authority;
 - 5.2.2.14. identified and made arrangement to transfer any remaining PAYG credit, from a Customer's 11-15 Oyster Photocard to their requested 16+ Oyster Photocard, within the parameters set by the Authority;
 - 5.2.2.15. identified and made arrangement to transfer any remaining PAYG credit and/or Travelcard, from a Customer's 16+ Oyster Photocard to their new 16+ Oyster Photocard, where a Customer remains eligible subject to paragraph 14.3.1.2 of Appendix 6 of this Schedule, within the parameters set by the Authority;
 - 5.2.2.16. for replacement Card requests where the Card has been reported as lost, stolen, damaged or failed; identify and make arrangements for transfer of PAYG and/or Travelcard products in accordance with paragraphs 10.8 and 10.9 of Appendix 6 to this Schedule;
 - 5.2.2.17. subject to paragraphs 5.2.2.13 to 5.2.2.16, where a PAYG credit and/or Travelcard cannot be transferred, either due to a technical issue or because the amount is outside the parameters as set by the Authority, process a refund of such value to the Customer;
 - 5.2.2.18. the Customer's window, as detailed in requirement ID CON_COC_REQ_060 of tab (Customer Online Component) of Annex 3 (Concessions System Requirements) of Appendix 7 (System Requirements), to buy Travelcard and/or PAYG credit has elapsed (18+ Student Oyster Photocard and Apprentice Oyster Photocard schemes);
 - 5.2.2.19. duplicate matching to ensure Customer do not hold multiple Photocards;
 - 5.2.2.20. duplicate matching against Disabled Person's Freedom Pass (60+ London Oyster Photocard); and
 - 5.2.2.21. application of non-concessionary 11-15 Oyster Photocard.
- 5.2.3. For Police Oyster card, Athletes London Oyster Photocard & Engineers Oyster Photocard schemes, the following stages and criteria shall be met prior to Card Fulfilment of Card to the Customer:
- 5.2.3.1. data uploaded by Scheme Partner or the Service Provider (where applicable i.e. on behalf of police BTP/CoIP applications);
 - 5.2.3.2. Scheme Partner verification of Customer eligibility of the applicable scheme;
 - 5.2.3.3. request and receipt of Card replacement payment, where applicable, made for lost, stolen or damaged Cards ;

- 5.2.3.4. request and receipt of Card replacement payment, where a replacement Card was Hotlisted due to the police force failure to return the failed/damaged reported card;
- 5.2.3.5. failed Card replacement request;
- 5.2.3.6. photo meets guidelines (Engineers Oyster Photocard & Athletes London Oyster Photocard);
- 5.2.3.7. for replacement Card requests where the Card has been reported as lost, stolen, damaged or failed; identify and make arrangements for transfer of PAYG and/or Travelcard products in accordance with paragraphs 10.8 and 10.9 of Appendix 6 of this Schedule; and
- 5.2.3.8. subject to paragraphs 5.2.3.7, where a PAYG credit or Travelcard cannot be transferred, either due to a technical issue or because the amount is outside the parameters as set by the Authority, process a refund of such value to the Customer;

5.2.4. The Service Provider shall undertake Card Fulfilment for:

- 5.2.4.1. applications made by Customers online via the Customer Online Component (for Online Schemes);
- 5.2.4.2. applications made by Customers using a paper application (Veterans Oyster Photocard scheme);
- 5.2.4.3. applications made by the British Olympic Authority (BOA), via the Managed User Component, as detailed under paragraph 19 (Athletes London Oyster Photocard Scheme) of Appendix 6 (Concessions Scheme Eligibility information) for Athletes London Oyster Photocard scheme;
- 5.2.4.4. applications made by RCC Contractor, via the Managed User Component, as detailed under paragraph 20 (Engineers Oyster Photocard Scheme) of Appendix 6 (Concessions Scheme Eligibility information) for Engineers Oyster Photocard; and
- 5.2.4.5. applications made by police organisations including MPS, CoLP & BTP, via the Managed User Component and where applicable the Service Provider's dedicate email address, as detailed under paragraph 18 (Police Oyster card scheme) of Appendix 6 (Concessions Scheme Eligibility information) for Police Oyster card.

5.3. Card Fulfilment printing

- 5.3.1. All artwork shall be supplied by the Authority.
- 5.3.2. The Service Provider will accept artwork from the Authority in all the following formats:
 - 5.3.2.1. Adobe PDF (Press Quality);
 - 5.3.2.2. Adobe Illustrator Encapsulated PostScript (EPS) (Creative Suite (CS) compatible); and
 - 5.3.2.3. Adobe InDesign (Creative Suite (CS) compatible).
- 5.3.3. The Service Provider shall receive and send artwork via the Authority's Secure File Transfer Protocol (SFTP) site.

- 5.3.4. All Cards will be supplied by the Authority and will already contain pre-printed artwork, except for Engineers Oyster Photocard which will be not be pre-printed.
- 5.3.5. The quality and standard of the Service Provider's Card printing shall be subject to agreement and approval by the Authority.
- 5.3.6. The Service Provider shall encode all Cards in accordance with the parameters detailed in Annex 3 (9571-67001 DEU To Controller – EIS Rev L) of Appendix 2 (Accreditation Terms and Plan) and Appendix 4 (Oyster Photocard Encoding Parameters) of Schedule 6 (Systems Integration) using a Desktop Encoding Unit (DEU) provided by the Authority.
- 5.3.7. Using the information held in the Concessions System, the Service Provider shall print all Cards in accordance to the Authority's Card Printing Guideline, as provided by the Authority, and updated from time to time.

5.4. Pack and Dispatch

- 5.4.1. The Authority may instruct the Service Provider to provide additional communication to be sent with a Card.
- 5.4.2. An Oyster wallet, provided by the Authority, shall be inserted into the envelope provided by the Service Provider, where applicable.
- 5.4.3. When issuing a Card Carrier Letter, the letter must contain the following information:
 - 5.4.3.1. Customers name;
 - 5.4.3.2. Customers's address;
 - 5.4.3.3. Oyster card number;
 - 5.4.3.4. The Card associated with the Customer; and
 - 5.4.3.5. additional information supplied by the Authority.
- 5.4.4. Each Card Carrier Letter shall be populated based on the scheme, Customer, reason for Card Fulfilment i.e. new or replacement Card, and any Travel Products loaded onto the Card. The format of the Card Carrier Letter shall be subject to approval by the Authority.
- 5.4.5. In addition to the Card Carrier Letter, a Police Oyster card conditions of use letter shall also be enclosed when issuing a Police Oyster card.
- 5.4.6. Dependent on the schemes, there may be instances where the Authority may require the Service Provider to provide Customers with promotional or further non-personalised inserts. This will either be at the time a Card is dispatched or at another time specified by the Authority. This will be agreed with the Service Provider in advance.
- 5.4.7. The Service Provider shall dispatch Cards to the address provided by the Customer on their application, with the exception of:
 - 5.4.7.1. Athlete London Oyster Photocards, which shall be dispatched to the British Olympic Authority;
 - 5.4.7.2. Non-London and non-UK resident Zip Oyster Photocards, which shall be dispatched in accordance with paragraph 5.4.8;

- 5.4.7.3. Police Oyster cards, which shall be dispatched in accordance with paragraph 5.4.9; and
- 5.4.7.4. Engineers Oyster Photocard, which shall be dispatched to the RCC Contractor.
- 5.4.8. The Service Provider shall batch non-London and non-UK resident Zip Oyster Photocard by the nominated Visitor Centre (VC) on the Customer's application, and shall courier the batched Cards, every third Wednesday (unless otherwise advised by the authority) to an Authority sub-contractor, to deliver them to the respective VCs for the Customer to collect.
 - 5.4.8.1. The batched Cards shall include any fulfilled Zip Cards that are scheduled to be collected by the requesting non-London and non-UK resident Customer within seven (7) to 28 days from the date the Cards are collected by the Service Provider's courier.
 - 5.4.8.2. The batches Cards shall be couriered to an Authority sub-contractor no less than seven (7) days before the earliest Customer collection date in the batch of Card.
 - 5.4.8.3. Unless otherwise specified by the Authority to the Service Provider, the batches are made up of 16 Cards, or less where there is less than 16 unbatched Cards for the same VC.
 - 5.4.8.4. Each batch shall be enclosed with a printed batch summary on a single side of A4 paper containing:
 - 5.4.8.4.1. a unique batch number;
 - 5.4.8.4.2. each Photocards application reference number;
 - 5.4.8.4.3. each Customer's full name;
 - 5.4.8.4.4. each Customer's nominated collection date;
 - 5.4.8.4.5. space for the Customer to sign upon collection;
 - 5.4.8.4.6. space for the Visitor Centre staff to make note of ID presented by the Customer upon collection;
 - 5.4.8.4.7. space for the Visitor Centre staff to note the date Card returned, where the Customer failed to pick up the Card;
 - 5.4.8.4.8. space control bag number, where Card is being returned; and
 - 5.4.8.4.9. withdrawal paperwork number, where the Card is being returned.
- 5.4.9. All Police Oyster cards shall be batched by common police force address and dispatched to such address as supplied by the specific police force within the Card request and as held within the MUC.
- 5.4.10. Unless otherwise agreed with the Authority in advance or in accordance with to paragraph 5.4.11, the Service Provider shall send Cards using Royal Mail 1st Class (or equivalent) postage.
- 5.4.11. The Service Provider shall use a courier for dispatch of scheme Photocards where there is high volume of Photocards being dispatched subject to Appendix 12 (Card renewals). This applies to:

5.4.11.1. Athletes London Oyster Photocard as there are only four (4) expiration dates a year; and

5.4.11.2. Engineer Oyster Photocards as all the cards have the same expiration date.

5.4.12. Pursuant to paragraphs 5.4.9 and 5.4.11, the Service Provider shall make proposals to ensure that the most cost-effective postage rate is secured in accordance with Clause 23.2 (VfM).

5.4.13. The Service Provider shall dispatch Cards in accordance with the timescales set out in Appendix 1 (Service Levels) of Schedule 8 (Service Management).

5.4.14. The Customer record in the Concessions System shall reflect where and where the Card was dispatched to.

5.5. Spoils and rejections

5.5.1. The Service Provider shall:

5.5.2. mark 'UNISSUED' across the Card face side for any Cards that have become damaged or have been incorrectly printed;

5.5.3. not dispatch a damaged or incorrectly printed Card to a Customer;

5.5.4. securely destroy all damaged or incorrectly printed Cards;

5.5.5. make a record of all spoiled cards, recording the following information:

5.5.5.1. Card number; and

5.5.5.2. spoil reason in accordance with paragraph 5.5.6;

and Spoils and rejections shall be reported to the Authority with the Periodic Service Performance Report.

5.5.6. The Service Provider shall record card Spoils using the following reasons:

5.5.6.1. card damaged in transit to Service Provider;

5.5.6.2. card delivered to Service Provider without serial number;

5.5.6.3. card unable to be used owing to damage during storage on Service Provider's site;

5.5.6.4. card unable to load into stacker;

5.5.6.5. personalisation details not printed;

5.5.6.6. personalisation details printed out of alignment;

5.5.6.7. personalisation details printed on incorrect side;

5.5.6.8. personalisation details printed upside down;

5.5.6.9. incorrect photo printed;

5.5.6.10. incorrect Customer details printed;

5.5.6.11. wrong card variant used for concession applicable;

5.5.6.12. card damaged in Service Provider's personalisation process;

- 5.5.6.13. unable to add PAYG onto card;
 - 5.5.6.14. unable to add Travelcard or other time based product onto card;
and
 - 5.5.6.15. replacement card unable to receive transferred product.
- 5.5.7. The Service Provider shall notify the Authority if Cards were spoiled for a reason not provided in paragraph 5.5.6.
- 5.5.8. In the event the reason for the spoiled card is in accordance with:
- 5.5.8.1. paragraph 5.5.6.1 or 5.5.6.2, no fee shall be payable to the Service Provider as they would be unable to use these cards for fulfilment;
 - 5.5.8.2. paragraphs 5.5.6.3 to 5.5.6.12, no fee shall be payable to the Service Provider as the reasons are within the Service Provider's responsibility;
 - 5.5.8.3. paragraphs 5.5.6.13 and 5.5.6.14, a fee may be payable to the Service Provider, subject to an investigation to assess the liable party for the spoilage; and
 - 5.5.8.4. paragraph 5.5.6.15, a fee shall be payable to the Service Provider.
- 5.5.9. Where a Card application cannot be fulfilled for any reason, the Service Provider shall record the application as rejected, with the rejected reason, on the Customer record in the Concessions System, where the Concessions System shall generate a rejection notification to the Customer (requirement ID CON_MUC_REQ_230 of tab (Managed User Component) of Annex 3 (Concessions System Requirements) of Appendix 7 (System Requirements)).
- 5.5.10. The Service Provider shall update the rejection status over time as missing information is provided and the Card is issued.
- 5.6. Authority Requested Issue of Cards**
- 5.6.1. The Service Provider shall respond to ad-hoc Card Fulfilment requests from the Authority to issue Cards, including Test Cards. Any ad-hoc requests (excluding Test Cards in accordance with the paragraph below) shall be requested in accordance with Clause 41 (Contract Variation).
 - 5.6.2. Ad-hoc requests for Test Cards, not exceeding 25 quantities per request, shall be instructed via a Change Request Form in accordance with paragraph 9 of Schedule 8 (Service Management) and shall be Charged in accordance with Table 6 (CSM Activity) of Schedule 7 (Pricing Schedule)
- 5.7. Process Documents**
- 5.7.1. The Services, processes and steps the Service Provider shall undertake to perform activities supporting Concessions Schemes Card Fulfilment are detailed in Appendix 1 (Process Documents).
- 5.8. Card Fulfilment Demand**
- 5.8.1. The Service Provider shall manage all Card Fulfilment demands for the Concessions Schemes. Demands are subject to fluctuations and therefore no minimum Card volumes are guaranteed over the Term the Contract.

5.9. Card Fulfilment Forecasting

- 5.9.1. The Service Provider shall be responsible for forecasting all Card Fulfilment demand including Card renewal/re-application to be done by existing card holders required under applicable Schemes; such as Veteran Oyster Photocard, Athletes London Oyster Photocard, Engineers Oyster Photocard and 18+ Student Oyster Photocard.
- 5.9.2. The Service Provider shall be responsible for forecasting all stock for the delivery of the Services and shall provide such stock forecast each Period for the succeeding 13 Periods in a format to be agreed between the Authority and the Service Provider.
- 5.9.3. The Service Provider shall use their own forecasts to manage their resources to deliver the Services and to meet the Service Levels.
- 5.9.4. The Authority shall provide historic demand including trend profiles to the Service Provider within three (3) days of Contract Commencement Date.
- 5.9.5. From the Contract Commencement Date, the Service Provider shall be responsible for monitoring the demand and take into account any event, activities or trend that may impact the demand profile, in their forecasts.
- 5.9.6. The Service Provider shall provide commentary to accompany the forecast detailing factors contributing to the forecast and clearly highlighting any reasonable risks to the forecast.
- 5.9.7. The Service Provider shall provide a forecast of Concessions Scheme Card Fulfilment demands each Period for the succeeding 13 Periods in a format to be agreed between the Authority and the Service Provider.

5.10. Provision and Support of Equipment

- 5.10.1. The Authority will supply the following Authority Assets to the Service Provider for the delivery of the Services:
 - 5.10.1.1. Desk Encoder Units (DEU) including their associated Keyboard Video and Mouse (KVM) switches and power supply units;
 - 5.10.1.2. Card Readers (MOVIE Readers);
 - 5.10.1.3. Station Computer (SC);
 - 5.10.1.4. WAN communication links; and
 - 5.10.1.5. Router, used to provide connectivity to the Authority's Central System.
- 5.10.2. The Authority shall make and fund support arrangements for the Authority Assets.
- 5.10.3. The number of Authority Assets, as detailed in Appendix 1 (Authority Assets) of Schedule 6 (Systems Integration), to be supplied by the Authority to the Service Provider for the provision of the Services is subject to change and shall be agreed between the Authority and the Service Provider from Contract Commencement Date, and kept under review during the Term of the Contract.

- 5.10.4. The Authority shall provide the Wide Area Network (WAN) communication link for the Authority Assets as listed in Appendix 1 (Authority Assets) of Schedule 6 (Systems Integration).
- 5.10.5. The Service Provider will need to accommodate the Authority's Assets, and have Internet Security and Acceleration (ISA) servers for secure connections at their site.
- 5.10.6. The Service Provider shall provide a suitably clean and damp free environment for the Authority Assets listed in paragraph 5.10.1, including any spare assets.
- 5.10.7. The Service Provider shall:
 - 5.10.7.1. Inform the Authority promptly of any problems affecting production capacity;
 - 5.10.7.2. carry out any tests recommended by RCC Contractor;
 - 5.10.7.3. undertake any recommendation by the RCC Contractor to swap out selected Authority Assets; and
 - 5.10.7.4. facilitate pre-arranged site visits by RCC Contractor to install and maintain the equipment and connections.
- 5.10.8. As part of the general maintenance of the Authority Assets and to ensure business as usual, from time to time the Service Provider may be expected to undertake the below actions, where the Authority will provide spares:
 - 5.10.8.1. DEU hard reset
 - 5.10.8.2. Station Computer hard reset
 - 5.10.8.3. DEU Personal Computer swap
 - 5.10.8.4. Master Module (MM) swap
 - 5.10.8.5. MM Power Supply Unit (PSU) swap
 - 5.10.8.6. Keyboard Video Mouse (KVM) swap
 - 5.10.8.7. DEU swap
 - 5.10.8.8. Station Computer swap
- 5.10.9. Pursuant to paragraph 1.3 of Appendix 2 (Concessions specific training requirements) of Schedule 5 (Training), the Authority shall train suitable Service Provider Personnel on the use of the Authority Assets and swapping out activities.
- 5.10.10. The Service Provider shall undertake swapping out of faulty Authority Assets in accordance with the Authority's RCC Contractor's device user guide and manual which shall be provided by the Authority within three (3) day of Contract Commencement Date.
- 5.10.11. The Service Provider shall be liable for any costs associated with the repair of Authority Assets where the repair has risen due to the Service Provider's non-conformance to the Authority Asset user guide/manual.

- 5.10.12. In the event of equipment failure, the Service Provider shall maximise use of the remaining operational equipment supplied to them under the Contract, including switching equipment between Card Fulfilment production of schemes where practicable, and also between Service Provider Sites.
- 5.10.13. At its discretion and in order to meet peaks in demand, or deal with equipment failures, the Authority may require equipment to be transferred between its service providers and the Service Provider shall provide all reasonable co-operation as may be required by the Authority.
- 5.10.14. The Authority Assets remain the property of the Authority and shall be returned to an address specified by the Authority, at the Authority's expense, on expiry or termination of the Contract.
- 5.10.15. The Service Provider shall be required to supply all, but not limited to: personal computers; conventional printers; communications equipment; and internet access needed to support web browsing and printing at its own cost.
- 5.11. Card Fulfilment materials, stock maintenance and storage**
- 5.11.1. The Authority shall be responsible for the procurement, content, production and delivery of the following consumables to the Service Provider:
- 5.11.1.1. marketing and information leaflets;
 - 5.11.1.2. Oyster Photocards (for all schemes excluding Police Oyster card);
 - 5.11.1.3. Oyster cards (for Police Oyster card scheme); and
 - 5.11.1.4. Oyster wallets.
- 5.11.2. The process for the Service Provider to order the Authority's consumables shall be agreed between the Service Provider and the Authority during Transition.
- 5.11.3. The Authority shall provide a Card and Oyster wallet delivery schedule every quarter (commencing on a date to be agreed between the Parties) to the Service Provider. The Service Provider shall use the delivery schedule to manage Card demand and for respective forecasting. The Service Provider shall review and respond within two (2) weeks of receiving the Authority's delivery schedule if they agree the delivery timescales.
- 5.11.4. The Service Provider shall adhere to the Authority's minimum stock request timescales to enable the Authority to have sufficient time to fulfil stock requests. The minimum stock request timescales are:
- 5.11.4.1. 8 - 10 week lead time for Authority to procure Cards; and
 - 5.11.4.2. 9 months lead time for Authority to procure wallets.
- 5.11.5. The Service Provider shall have a storage capacity to store, at a minimum, 120,000 Oyster Cards and four (4) Periods worth of stock required for Card Fulfilment.
- 5.11.6. The Service Provider shall store the Cards in temperatures between minus 20 degrees centigrade and 50 degrees centigrade.

5.11.7. Stocks of the Authority consumables are to be batched, boxed, arranged in palletes and stored at high level (minimum 1 metre) after shrink wrapping and will be subject to a regular audit check. The boxes are to be kept closed. 'Boxes' are those in which the Oyster Cards are delivered to the Service Provider's site.

5.11.8. The Service Provider shall regularly review and advise the Authority if any changes are required to be made to the Card Carrier Letter templates to make them suitable for use for delivering the Services.

5.12. Card Fulfilment reporting

5.12.1. The Service Provider shall report and account separately for the operation of each service as detailed in Appendix 3 (Reporting Requirements) of this Schedule.

5.12.2. The Service Provider shall generate reports and provide commentary on their performance against the targets set in Appendix 1 (Service Levels) of Schedule 8 (Service Management).

5.12.3. The Authority may request additional ad-hoc reports to be carried out by the Service Provider.

5.12.4. Where the Authority ad-hoc report request is made before midday, the Service Provider shall, by 20:00 of that same Business Day, acknowledge such request and agree with the Authority of a reasonable timeframe as to when the report will be provided to the Authority.

5.12.5. Where the Authority ad-hoc report request is made after midday on a Business Day, the Service Provider shall, by 17:00 of the following Business Day, acknowledge such request and agree with the Authority of a reasonable timeframe as to when the report will be provided to the Authority.

5.12.6. The Service Provider shall develop and provide online reporting facilities to enable the Authority to track Service Levels and business trends through regular Periodic reports and carry out ad-hoc queries requested by the Authority.

5.12.7. Additional or ad-hoc reports shall include, but are not limited to, daily, weekly, Periodic and ad-hoc breakdowns and totals by:

5.12.7.1. each Scheme;

5.12.7.2. issue type (first issue, failed card replacement, lost or stolen, replacement and other issue types);

5.12.7.3. the number of card requests received per day;

5.12.7.4. the turnaround time for cards issued by date and schemes;

5.12.7.5. the number of damaged cards;

5.12.7.6. the number of returned cards by the Authority's mail delivery supplier;

5.12.7.7. the average queued-to-despatch time for cards issued each day;
and

5.12.7.8. the number of cards dispatched each day outside the Service Levels as detailed in Appendix 1 (Service Levels) of Schedule 8 (Service Management).

5.12.8. Any suspicious applications for a replacement card shall be reported to the Authority within one working day of the request being made.

6. General Requirements

6.1. Introduction

6.2. Innovation and Development

6.2.1. The detail and nature of the Schemes is subject to change and the Service Provider will be expected to respond flexibly. Demand profiles may be affected by marketing campaigns run by the Authority. The Authority may wish to make significant changes to the existing Schemes, removal of Schemes, or the introduction of new Schemes. Equally, improvements in smartcard functionality or the Authority systems may change the way concessions and related products are delivered. The type of improvements or project works the Authority is considering implementing in the future are, but are not limited to, the following:

6.2.1.1. Adopt TfL Online Style to Customer facing parts of the Concessions System. Style and guidelines to be provided by the Authority

6.2.1.2. Single Sign On – the integration of the Oyster Photocard website and associated system application with the Authority’s existing Single Sign On solution, thereby providing Customers access to Oyster Photocard, Oyster Card, contactless payment cards and other services, that may be included from time to time, through a single ID and password;

6.2.1.3. Webchat – implementation of a real time communication service with Customers using either: an Authority provided web chat software application solution that the Service Provider will interface with, or a solution that requires the Service Provider to provide an in built web application within the Concessions System;

6.2.1.4. Telephony system – migration to the Authority’s telephony system such as Avaya Control Manager or a similar telephony system to improve productivity and enhance the Customer’s experience;

6.2.1.5. Authority Customer Relationship Management system – the Service Provider may be required to interface any part of their Supplier System with the Authority’s MS Dynamics system;

6.2.1.6. Automatic Hotlisting – incorporating functionality that will allow the Service Provider’s Concessions System to generate files containing Customer’s Card details and Hotlist Reason Code , where a reissue of a Card has been logged/activated on the system, to be automatically sent directly to the RCC Contractor for Hotlisting;

6.2.1.7. Mobile sales application – integrate with the Authority’s mobile ticketing application allowing Customers to manage their Card account via the application.

6.2.1.8. Call recordings – migration to a centralised Authority call recording solution.

6.2.2. The Authority has had a positive experience working with contact centre specialists to date and in particular in fostering a collaborative approach to making improvements to business as usual matters and the development of new services and products. As a consequence there will be an expectation that the Service Provider will commit appropriate resources to the Authority on a frequent basis, to be involved in discussions, project meetings and workshops to develop appropriate solutions to meet the Authority's ongoing business requirements.

6.2.3. The Service Provider shall recommend innovations and changes to processes, including Customers application processes, to enable the Authority to improve turnaround time, cost and quality of the Services and shall provide support as reasonably required by the Authority to implement any recommendations approved by the Authority.

6.2.4. The Service Provider and the Authority shall collaborate to resolve all outstanding details in information, technology, process, resourcing and plans.

6.3. Process Documents

6.3.1. The Service Provider shall provide the Services described in this Schedule in accordance with the Authority's applicable process documents (the "**Process Documents**") as updated from time to time. The current form of the Process Documents as at the date of this Contract is as set out in Appendix 1 (Process Document Register) to this Schedule.

6.3.2. The Authority shall provide electronic copies of the Process Documents to the Service Provider within three (3) days of the Contract Commencement Date.

6.3.3. The Service Provider shall regularly review the Process Documents throughout the Term of the Contract to identify opportunities to (i) improve processes that are no longer fit for purpose (ii) generate efficiencies and/or (iii) improve the quality of the services. The Service Provider shall present the reason(s) and recommendation(s) of any opportunities for improvement identified to the Authority, at a Service Review Meeting, for approval or rejection by the Authority.

6.3.4. The Authority may perform its own due diligence on the proposed improvements before it accepts or rejects the Service Provider's proposed amendments to a Process Document.

6.3.5. The Authority shall be responsible for updating Process Documents and circulating any revised Process Document(s) to the Service Provider and any Third Party that undertakes services covered in the Process Document.

6.3.6. The Authority, at its discretion, shall send draft updated Process Document(s) to the Service Provider for the Service Provider to review within a timeframe as agreed by the Parties.

6.4. Use of the Authority System and Applications

- 6.4.1. The Service Provider shall use systems and applications that are provided, maintained and supported by the Authority for the delivery of the Services. The list and details of the systems and applications to be provided are detailed in Appendix 2 (Authority Systems Applications).
- 6.4.2. Pursuant to Appendix 2 (Authority System Applications), the Service Provider shall use a Virtual Private Network (VPN) connection with the Authority to access the Authority's systems and applications via a remote access software login (currently Citrix Receiver) to the Authority's network. This arrangement is subject to change, depending on technological advances suitable to the Authority. The Service Provider shall use the Authority advised version of Citrix Receiver software.
- 6.4.3. The Service Provider shall use the up to date supported version of web browsers as detailed in Appendix 2 (Browser and Device Support). The Service Provider shall indicate the name and version of the browser they plan on using.
- 6.4.4. The Service Provider shall comply with the Authority's connection terms policy as detailed in Appendix 3 (TfL Code of Connection Policy) of Schedule 15 (Standards).
- 6.4.5. The Service Provider's access to and use of the Authority systems and applications is subject to the Service Provider's Personnel (as determined by the role(s) assigned to the personnel) having successfully undertaken and passed the competence levels required for the Privacy and Data Protection and Payment Card Industry Data Security Standard – Module 1.
- 6.4.6. The Service Provider's Personnel (as applicable) shall undertake the required training for gaining access annually in order for access to continue to be granted to the Service Provider Personnel required to have access to the Authority's systems and applications. The Authority's professional communities portal shall be used by the Service Provider and the training content and format shall be provided by the Authority. The Service Provider shall provide proof that training has been completed by the use by the Service Provider of the Authority's professional communities portal.
- 6.4.7. The Service Provider shall complete a systems access request form, as provided by the Authority, when Service Provider Personnel move into a role that requires new or amended access status to the Authority's systems and applications. The Service Provider shall give (7) Business Days' notice prior to when the access is required or a change to access status is required. Requests for access shall only be made after the activities in the above paragraph 6.4.6 have been completed.
- 6.4.8. The Service Provider will ensure that Service Provider Personnel shall not share the passwords issued and shall be responsible for ensuring that all passwords are kept confidential.
- 6.4.9. The Service Provider shall promptly notify the Authority of any requirements for system access passwords to be reset where the password has been shared or where the Service Provider Personnel has forgotten their password.
- 6.4.10. The Authority may elect to reset passwords periodically.

6.4.11. The Service Provider shall complete a systems access request form when Service Provider Personnel leaves or moves into a role that no longer requires access to the Authority's systems and applications. The Service Provider shall give three (3) Business Days' notice. For unplanned leavers including dismissals the Service Provider shall notify the Authority within 24 hours of any such change.

6.5. Training

6.5.1. The Authority shall provide electronic copies of the Authority training material to the Service Provider within three (3) days of the Contract Commencement Date.

6.5.2. Train the Trainer training shall be provided by the Authority as part of the initial transition of the Service and in the event of any subsequent updates or changes to the hardware or software forming part of the Authority Assets, as detailed in Appendix 1 (Authority Assets) of Schedule 6 (Systems Integration).

6.5.3. The Service Provide may use the Authority training material or the Service Provider may tailor the Authority training material in accordance with paragraph 1.2 of Schedule 5 (Training) to deliver training to Service Provider Personnel.

6.6. Fraud and suspicious activity

6.6.1. The Authority undertakes regular checks on fraudulent and suspicious activities. The Service Provider shall assist the Authority in any investigation into fraud or suspicious activities.

6.6.2. The Authority shall provide, and the Service Provider shall comply with, guidelines for investigating irregular or suspicious activity where the cases are in relation to the Service Provider Personnel.

6.6.3. The Authority shall provide any evidence of irregular activity identified in the Authority's systems and applications to the Service Provider for full investigation. The outcome of the Service Provider's investigation shall be sent to the Authority within ten (10) Business Days of the Authority providing the evidence. The Service Provider shall review such evidence on a case by case basis and shall promptly agree a course of action with the Authority's Internal Audit Department and the Service Provider to correct the irregular activity and prevent the reoccurrence of the irregular activity.

6.6.4. The Service Provider shall support the Authority and implement measure for the prevention of fraudulent and misuse of the Concessionary travel and use of the Concessions System.

6.6.5. The Authority may request ad-hoc reports to be carried out by the Service Provider where fraudulent activity is suspected.

6.7. Security

6.7.1. The Service Provider shall Assure the Authority that any premises to be used to deliver the Services, will adopt security measures, as Assured by the Authority, to protect and separate the Authority's Data from other clients data to reduce the risks of any criminal, or other activity to the detriment of the Authority, to an agreed level, as low as reasonably practicable.

- 6.7.2. Paragraph 6.7.1 above is subject to TfL Assurance Audit Programme as described in paragraph 3 of Schedule 14 (Assurance).
- 6.7.3. The Service Provider shall have and maintain written practices and procedures. These will include but not be limited to:
- 6.7.3.1. levels of logical security to be applied and maintained in order to protect the software process, such that 'end to end' security of the process is achieved. Access/password levels shall be devised for Service Provider Personnel, with any attempt at unauthorised access being referred automatically to management, with a distinct transaction audit trail being maintained.
 - 6.7.3.2. physical security, including intruder detection;
 - 6.7.3.3. fire prevention/detection; and
 - 6.7.3.4. action to be taken to suspend and/or investigate any Service Provider Personnel or Service Provider Site suspected of aiding fraudulent and/or criminal activity or aiding a breach of security.
- 6.7.4. The Service Provider shall demonstrate that these policies, systems and processes have been designed to comply with BS7799 (Part 1)/ ISO/IEC 27001, PCI DSS Level 1 and any other industry best practice that may be issued from time to time.
- 6.7.5. As the Cards, Travel Products and PAYG credit are secure and valuable items, the Service Provider shall ensure any Service Provider Personnel have undertaken Disclosure and Barring Service in England (DBS) or Basic Disclosure Scotland in Scotland (BDS) checks before providing any of the Services under the Contract, and as directed by the Authority.
- 6.7.6. Pursuant to Clause 24 (Records, Audits and Inspection) the Authority reserves the right to conduct audit checks on DBS or BDS certificates annually or at such other time as may be reasonably required by the Authority. The Service Provider shall maintain and provide a report containing a list of all Service Provider Personnel requiring access to the Authority's systems and applications on a Periodic basis.
- 6.7.7. The Service Provider will take all possible steps to limit the potential for loss or misuse of any Authority Assets. The Service Provider shall be responsible for any losses caused by fraud, misuse, negligence or wilful default by a Service Provider Personnel.
- 6.8. Payment processing and accounting**
- 6.8.1. With exception of payments made by applicants or Customers at a Post Office, all payments for new Cards, and where applicable the purchase price of any Travel Product or PAYG value purchased on the Card, Card replacement fee and Education Establishment registration fees are made via the Concessions System.
 - 6.8.2. The Service Provider shall process payments from Customers and Third Parties for registration fees, administration fees, Travel Products or PAYG credits purchased via the Concessions System.

- 6.8.3. The Service Provider shall use their own payment gateway provider to process payments.
- 6.8.4. The Service Provider shall assist the Authority in defending chargebacks relating to payments processed by the Service Provider, in the event a Customer has disputed a transaction with their banking organisation, for a transaction allegedly processed by the Service Provider.
- 6.8.5. The Service Provider shall provide details, as required in the Chargeback Information Template for each disputed transaction, and shall submit the completed template to the Authority within five (5) calendar days of receiving the request for information from the Authority. Where the Service Provider fails to comply with the requirement, the Authority may issue the Service Provider with a Corrective Action Notice in accordance with Clause 16 (Corrective Action Notices).
- 6.8.6. The Service Provider shall be Payment Card Industry Data Security Standard (PCI-DSS) Level 1 compliant and will ensure that they act in a PCI-DSS Level 1 compliant manner. Pursuant to Clause 30.12 (Protection of Personal Data), the Service Provider shall:
- 6.8.6.1. Inform the Authority within 24 hours, if the Service Provider should suffer a card Data breach.
- 6.8.6.2. Provide a plan within 30 days for remediation, should the Service Provider fall out of PCI-DDS Level 1 compliance. Failure to maintain Level 1 compliance may result in termination at the Authority's discretion.
- 6.8.7. The Service Provider shall be liable for any costs arising and penalties issued by the card schemes (Visa, MasterCard, American Express) in relation to non-compliance with the PCI-DSS standard.
- 6.8.8. All card payments shall be processed by the Authority's merchant acquirer as appointed from time to time. All transactions shall be authorised online and shall utilise Address Verification System (AVS) and Card Verification Value (CV2) security code verifications. Transaction charges shall be borne by the Authority. The Authority's merchant acquirer will settle card payments directly into the Authority's bank account.
- 6.8.9. The Service Provider shall accept only American Express, Electron, Maestro, MasterCard and Visa payment cards.
- 6.8.10. All payment card transactions are to be authorised and cleared prior to issuing any Cards. Any failure to carry out this requirement will be at the cost of the Service Provider.
- 6.9. Data retention**
- 6.9.1. The Service Provider shall retain and dispose of all Data, including Personal Data, in accordance with Clause 24 (Records, Audit and Inspection) and the Authority's disposal schedule; Oyster concessionary schemes disposal schedule, as detailed in Appendix 2 of Schedule 15 (Standards).
- 6.9.2. Data retention rules may be changed by the Authority from time to time.

6.10. Secure disposal

6.10.1. Disposal of materials, including all Personal Data (as applicable), must be carried out at the Service Provider's premises using crosscut shredding equipment, or other secure disposal method approved by the Authority.

6.10.2. The sub-contractor, if any, used for this process, must be approved by the Authority's fraud and security department.

6.11. Roles and responsibilities

6.11.1. The delivery of the Services requires resources with the expertise and knowledge in each specialist area of the Services to respond and resolve issues and queries efficiently for Service continuity.

6.11.2. The following have been identified as core roles that the Service Provider shall be required to undertake as part of the Contract. This list of roles and responsibility descriptions is not exhaustive. The roles have been identified to ensure that requests and queries can be handled by the relevant subject matter expert to ensure efficient resolution.

6.11.3. Where there is no defined proportion of time required per role in the table below, the Service Provider shall be required to ensure that each person delivering this role is available for a sufficient amount of the time in order to deliver the Services to the Authority in accordance with the provisions of this Contract.

Role	Responsibility Description	Name
Contract Manager	Responsible for dealing with escalations and agreement of Contract Variations.	[REDACTED]
Account Manager	Responsible for overall management of the Contract, contract billing, and oversight of operations across the Service Provider's organisation.	[REDACTED]
Incident Manager	Responsible for leading the Service Provider's response and co-ordinating actions required in the event of any Major Incident. The Out of Hours Contact should fulfil this role out of working hours.	[REDACTED]
Service Operations Manager – Card Fulfilment	Responsible for the following elements related to Card Fulfilment: performance against Service Levels under this Contract, forward planning in terms of strategy, resourcing, and forecasting.	[REDACTED]
Service Operations Manager – Contact handling	Responsible for the following elements related to Contact handling: performance against Service Levels under this Contract, forward planning in terms of strategy, resourcing, and forecasting.	[REDACTED]

Concessions System Product Owner	Responsible for performance against Service Levels under this Contract in terms of the Concessions System. Acts as a technical subject matter expert for the Concessions System.	[REDACTED]
Technical Delivery Manager	Responsible for the technical delivery of the solutions for the Contract. This will cover any technical changes to the Concessions System, telephony, or any other component.	[REDACTED]
Solution/Enterprise architect	Responsible for owning the end to end architecture for the systems included in the Concessions System.	[REDACTED]
Programme Portfolio Manager	Accountable for leading and overseeing the Programme Portfolio as set out in Schedule 13 (Project and Programme Lifecycle)	[REDACTED]
Quality Assurance Manager	Responsible for the Service Provider's compliance with its quality assurance, control and management obligations within the Contract.	[REDACTED]
Contact Centre Manager	Responsible for the management of the day to day delivery of the Services for Contact handling.	[REDACTED]
Card Fulfilment Manager	Responsible for the management of the day to day delivery of the Services for Card Fulfilment.	[REDACTED]
Reporting Analyst	Responsible for acting as the subject matter expert on management information and reporting activities related to the Contract.	[REDACTED]
Resourcing Analyst	Responsible for undertaking the regular updates for workforce management and staff rosters.	[REDACTED]
Peak Manager	Responsible for Peak period planning, Peak period forecasting, resolving issues that occur during Peak, and ownership of performance against Service Levels under this Contract for the Peak period.	[REDACTED]
Learning and Development Manager	Responsible for planning, delivering, monitoring, and updating appropriate training for the delivery of the service under the contract. This includes changes to the service, training new joiners, and the monitoring and development of staff performance.	[REDACTED]
Communications Manager	Responsible for planning and communicating updates to staff on initiatives, changes to process, key events or other information pertinent to the delivery of the service under the Contract.	[REDACTED]

Out of Hours Contact	<p>The Service Provider shall provide an out of working hours contact. This role will be responsible for resolving issues that have arisen out of hours. This will cover the time:</p> <ul style="list-style-type: none"> • before 08:00 and after 18:00 Monday to Friday • 24 hours every weekend • 24 hours every Bank Holiday <p>This will need to be a person with the authority to take appropriate action. This role will need to be performed on a rota basis.</p>	
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6.12. Meetings

6.12.1. The Service Provider shall provide suitably qualified staff to attend meetings at the Authority's premises or conference call (as agreed by the Authority). These are likely to include, but are not limited to:

Meeting Name	Content	Attendees	Location	Frequency
Contact Handling performance meeting	Weekly telephony and correspondence performance.	Authority CCO Hub Manager CCO Attendees or weekly huddle Service Provider Contact Centre Manager	Conference call	Weekly
CSM Activity Progress Meeting	* Sprint review. * Development. * Future works pipeline	Authority Revenue Policies Technical Authority Service Provider Account Manager Business Analyst Programme Portfolio Manager	Conference call	Weekly
Concessions System future work planning	* Future work aspirations. * System backlog review	Authority Revenue Policies Technical Authority Service Provider Account Manager Concessions System Product Owner Project Manager	Face to Face either at the Service Provider's or Authority's offices	Quarterly
Peak planning	* Forecasting * Scheme changes * Stock availability	Authority Contact Manager CCO Hub Manager Service Delivery Manager Revenue Policies Service Provider Equivalent roles	Face to face at either the Service Provider's or TfL's offices or Conference call at other times	Periodically from 6 Periods prior to Peak Period

Peak Period daily calls	*Review issues. * Performance update * Actions for escalation	<u>Authority</u> CCO Hub Manager Revenue Policies <u>Service Provider</u> Peak Manager	Conference calls	Daily (Business Days) during Peak Period
Innovation and improvements	* Discuss current and forthcoming innovations * Improvements and cost savings	<u>Authority</u> Revenue Policies Service Manager Commercial Manager Contact Centre Manager <u>Service Provider</u> Account Manager Equivalent roles	Face to Face either at the Service Provider's or Authority's offices	Quarterly

6.13. Commercial Issues Register

6.13.1. The Authority shall maintain a list of all commercial issues which it wishes to discuss and attempt to resolve at the Service Review Meeting (the “**Commercial Issues Register**”). The Service Provider shall notify the Authority of any commercial issues it wishes added to the Commercial Issues Register.

6.14. CSM Activities

6.14.1. A list of regular and ad-hoc activities relating to the provision of the Concessions Scheme with pre-set Charges (“**CSM Activities**”) is detailed under paragraph 3.2 of Schedule 7 (Pricing Schedule).

6.14.2. The Authority shall instruct the activities in the above paragraph, via a Change Request Form in accordance with paragraph 9 of Schedule 8 (Service Management).

6.15. General requirements for materials, stock maintenance and storage

6.15.1. The Service Provider shall be responsible for the forecasting, procurement and managing deliveries of the following consumables:

6.15.1.1. 100 gsm Evolution Business type A4 paper or equivalent for letters (for letters to Customers including those sent as part of a Customer Campaign, Concessions Customer Correspondence, police conditions of use letter and as a result of a trigger);

6.15.1.2. Oyster Photocard Card Carrier Letter headed paper with two micro-perforations (for Card Fulfilment);

6.15.1.3. Freepost envelopes with an Authority provided Admail address printed on the envelopes; and

6.15.1.4. 90 gm white window envelopes, size 114mm x 235mm free from any company logo or names and printed with an Admail return address (for Card Fulfilment, letters and any application forms sent to Customers).

- 6.15.2. The Service Provider shall carry out a benchmarking process and ensure the Service Provider consumables are procured at best value.
- 6.15.3. The Authority shall provide design and format of letters and email templates.
- 6.15.4. The Service Provider shall maintain appropriate storage capacity to hold stock and to make arrangements to maintain sufficient stock at all times.
- 6.15.5. The Service Provider shall report on stock, in accordance with the Authority's Stock Report Template, to the Authority within five (5) days before each Period end.
- 6.15.6. The Service Provider will be required to hold 10% of all stock at a secondary site. The Service Provider can choose to hold the stock at a location that is not their disaster recovery site.
- 6.15.7. The Service Provider shall ensure stock is stored between 15% and 95% humidity.
- 6.15.8. The Service Provider must ensure stock is stored in a place that is free from dust.
- 6.15.9. The Service Provider must apply First in First out (FiFo) principles in the management and rotation of stock.
- 6.15.10. Where Authority stock is replaced by new versions, the Service Provider shall arrange and undertake destruction of old stock in its possession at no cost to the Authority.
- 6.15.11. The Service Provider shall provide the Authority, upon request, a certificate/confirmation signed by a duly authorised representative of the Service Provider confirming compliance with the above paragraph 6.15.10.
- 6.16. Return address requirement**
- 6.16.1. The Service Provider shall use a Transport for London Admail return address for any Service related white mail where the mail is being sent to, or may be returned to, the Service Provider. This shall include but is not limited to:
- 6.16.1.1. as a return address on envelopes used to enclose a letter response to Customer Correspondence and letter notification, as detailed in Annex 6 (Notification triggers) of Appendix 7 (System Requirements) of this Schedule;
- 6.16.1.2. as a return address on envelopes used to enclose Cards;
- 6.16.1.3. as a return address for freepost return envelopes included when dispatching a Photo Update Form or a Veterans paper applications; and
- 6.16.1.4. as provided over the telephone or by Correspondence to applicant, Customers or Scheme Partners for reasons such as education establishment placement student letter (paragraph 15.7.3 of Appendix 6) and Veteran proof of eligibility (paragraph 17.6.5.8 of Appendix 6).
- 6.17. Peak period**

- 6.17.1. Due to the nature of the 16+ Oyster Photocard and 18+ Student Oyster Photocard scheme, that being aligned with the scholastic academic year, demand for processing of Photocard applications, card fulfilment and contact handling considerably increases to a peak in August through to October, inclusive.
- 6.17.2. The Service Provider shall plan and be prepared for each Peak period to ensure that they and their systems, including the Concessions System, are able to manage the increased demand to the applicable Peak period Service Levels as detailed in Appendix 1 of Schedule 8 (Service Management), and that applications for the 16+ and 18+ Student schemes may only be submitted within the application window, as provided by the Authority.
- 6.17.3. The Authority shall provide a high-level Peak period planning cycle to the Service Provider before the commencement of each Peak planning year, which shall outline the high-level requirements and the associated due dates.
- 6.17.4. An initial Peak planning meeting shall be held between the Parties in February before the commencement of each academic year, and shall continue on a Periodic basis until November, where the Parties shall undertake a lessons learnt meeting.
- 6.17.5. The Service Provider shall be responsible for a number of planning and delivery activities which shall include but are not limited to the following:
- 6.17.5.1. Peak period forecasting, in accordance with paragraph 4.5 (forecasting for calls and correspondence) and paragraph 5.9 (Card fulfilment forecasting);
 - 6.17.5.2. Stock maintenance in accordance with paragraph 5.11 (Card fulfilment materials, stock maintenance and storage) and paragraph 6.15 (general requirements for materials, stock maintenance and storage);
 - 6.17.5.3. Submit training documents in accordance with paragraph 2.4 of Appendix 2 of Schedule 5 (Training), and update accordingly where changes to a scheme have taken place;
 - 6.17.5.4. Recruitment plan for the Service Provider's estimated headcount required during Peak period;
 - 6.17.5.5. Training Plan in accordance with paragraph 3.1 of Schedule 5 (Training)
 - 6.17.5.6. Concessions System readiness; testing and Assurance of system functionality is in working order for Peak period;
 - 6.17.5.7. Telephony System readiness; testing and Assurance of system functionality is in working order for Peak period;
 - 6.17.5.8. SP Agent readiness; which may include any additional or transferred staff having been recruited and/or trained on the Service;
 - 6.17.5.9. Provision of Peak management reporting as detailed in Annex 1 of Appendix 3 of this Schedule;

- 6.17.5.10. Participation in Peak meetings and calls as detailed in paragraph 6.12;
- 6.17.5.11. Maintenance of a Peak issues log, which shall be shared with the Authority daily prior to the Peak period daily calls as detailed in paragraph 6.12; and
- 6.17.5.12. Any other activities as identified in a lessons learnt meeting subsequent to previous Peak periods.

6.18. Fares Revisions

- 6.18.1. The Authority is required to undertake regular Fares Revision of the Travelcard prices. Fares Revisions are undertaken at a minimum three (3) times a year with a major Fares Revision on (circa) 2nd January of every calendar year. The fares of some Travelcards may change.
- 6.18.2. The Authority's fares and through fares shared with Train Operating Companies, Tram, London Overground, DLR, Emirates Air Line and River Bus services will be reviewed and may be changed as part of a Fares Revision. The Authority may make other changes, such as the introduction of new Travel Products or removal of existing Travel Products, in conjunction with a Fares Revisions as appropriate.
- 6.18.3. The Authority shall instruct the Service Provider, via a Change Request Form in accordance with paragraph 9 of Schedule 8 (Service Management), of any activities and dates the Service Provider is required to adhere to implement as an outcome of the Fares Revision, and such implementation activities shall be Charged in accordance with the applicable item in Table 6 (CSM Activity) of Schedule 7 (Pricing Schedule).
- 6.18.4. Depending on the Fares Revision package the Authority shall instruct the Service Provider to undertake one or more of the below time critical activities, as detailed in Table 6 (CSM Activities) of Schedule 7 (Pricing Schedule):
 - 6.18.4.1. Travelcard price adjustments;
 - 6.18.4.2. Amendment to Travel Products codes;
 - 6.18.4.3. DEU testing;
 - 6.18.4.4. Customer facing information banners;
 - 6.18.4.5. Station List amendment; and
 - 6.18.4.6. Zone description amendment.
- 6.18.5. The activities listed above are not exclusively to a specific element of the Service and the Service Provider shall be responsible to ensure any change made in one element of the Service is reflected in other elements of the Service, including but not limited to; configuration of Travel Product codes in the Concessions System shall result in the correct codes being loaded onto a Card in respect to Card Fulfilment, and that staff are briefed appropriately.
- 6.18.6. For reasons outside the Authority's control, Fares Revision packages are subject to change at late notice. Due to the impact on Customers, the Service Provider shall use best endeavours to accommodate these changes.

6.18.7. Guidance on January Fares Revision timetable for Travelcard prices:

Day	Action
98	The Authority provides the Service Provider with the list of provisional Travelcard price adjustments for the relevant Fares Revision.
70	The Authority provides the Service Provider with final list of Travelcard price adjustments.
30	As Travelcards can be bought 30 days in advance the Service Provider's Customer Online Component will display two sets of Travelcard prices and allow Customers to buy Travelcards at both the current and adjusted price according to the Travelcard start date selected by Customers.
10	<p>RCC Contractor shall provide the Authority with a full list of Travel Product codes at 10 calendar days before each Fares Revision go-live. The Authority shall forward such list to the Service Provider for the Service Provider to undertake checks to identify any new/amendment/deleted Travel Product codes.</p> <p>Where any new/amendment/deleted Travel Product codes are identified the Service Provider shall configure the Concessions System so that Travel Product codes are matched to the correct Travel Products.</p> <p>The Service Provider shall notify the Authority of when the amendments have been made.</p>
0	Only adjusted Travelcard prices are displayed and Customers can only buy Travelcards at the adjusted price.

APPENDIX 1 – PROCESS DOCUMENTS AT THE DATE OF THE CONTRACT

Doc Ref	Title	Version No.
1.1.1	Spoilt Photocard during fulfilment	Version 0.7
2.1.1	Concessions Photocard cancel surrender	Version 0.7
2.1.2	Concessions incorrect Oyster Photocard	Version 0.5
2.1.3	Concessions Photocard Season Ticket left at home	Version 0.7
2.1.4	Concessions Oyster Photocard lost, stolen and damaged Cards	Version 0.8
2.1.5	Concessions failed Oyster Photocard	Version 0.7
2.1.6	Transfer of Travel Products on replacement Oyster Photocard	Version 0.6
2.1.7	Concessions complaints and escalations process - telephony	Version 1.2
2.1.9	Reissue replacement Photocard (lost in post)	Version 0.5
2.1.10	Update Photocard photo	Version 0.6
2.1.11	Concessions Oyster Photocard not received	Version 0.5
2.2.1	Concession Photocard interim refunds	Version 0.6
2.2.2	Concessions Photocard overlapping tickets	Version 0.6
2.2.3	Concessions Photocard entry and exit	Version 0.5
2.2.4	Concessions Uncollected Order	Version 0.1
2.2.5	Concessions Correspondence Process	Version 0.1
2.2.6	Concessions Trades Up or Down	Version 0.1
2.2.7	Case Record Missing Customer Documents	Version 0.1
3.1.1	Education Establishment registration	Version 0.1

APPENDIX 2 – AUTHORITY SYSTEMS APPLICATIONS

1. The Service Provider shall use a Virtual Private Network (VPN) connection with the Authority to access the Authority's systems and applications via a remote access software login (currently Citrix as at the date of the Contract) to the Authority's network. This arrangement is subject to change, depending on technological advances suitable to the Authority.
 2. The VPN shall be created adhering to the following security requirements:
 - 2.1. The data link must be able to support up to 150 connected SP Agents per day.
 - 2.2. The data link must have enough bandwidth to support at least 75 concurrent connected SP Agents at a particular point in time.
 - 2.3. The data link network latency must not exceed a round trip delay of 50ms.
- The Service Provider shall create a Domain Name System (**DNS**) stub zone in order to resolve the Authority's addresses
3. The details of the applications and access information are included below.

1. Login to Citrix

- URL address to be confirmed by the Authority.. The URL may change from time to time and Service Provider is required to use the most current URL address advised by the Authority at all times .
- Input OneLondon login credentials.

4. Microsoft Dynamics Customer Relationship Management (MSD CRM)

Overview

MSD CRM is used to manage and record all Customer interactions. Each Contact can be recorded as either a Service Ticket, or a Customer Record can be set up if this does not already exist and the contact recorded via a Service Ticket for the Customer Record. The Service Tickets numbers generated via MSD CRM are also used in various other systems as a reference against any information stored. Service Tickets can be created via various means of Contact; telephone, email, web form, fax and letter. These are all viewable within MSD CRM and attached to the relevant Service Tickets.

Customer Record contain the Customers full name; address; telephone number; and email address. They also contain any documentation or emails sent in via the Customer. If any Service Tickets are found to contain any financial information, they can be marked as sensitive which prevents any personnel without the appropriate permission from viewing that Service Ticket.

MSD CRM is a cloud based solution, hosted by the Authority.

MSD CRM is accessed via a URL.

Application access steps:

1. Enter (URL TBC) in Internet Explorer and press login button on top right.

User credential management

This will be managed by the Authority

2. Graphical User Interface (GUI)**Overview**

Graphical User Interface (GUI) is used to interrogate the Oyster Card Management System (CMS), which holds data relating to Travel Products held on Oyster cards and recent journeys made by the cardholder. For example, an agent can use GUI to access details of an Oyster card and its possible owner. It can also be used to view a Customer's touch in/out journey history.

GUI accesses data stored on the Central System (CS) primary database to display following information.

- cardholder details
- card details
- recent PAYG transactions.
- Hotlist details
- cardholder search

GUI shows details of all Cards (unregistered, register-online, registered-using form). The agents can also overwrite CS data via the GUI. The database contains the following Customer details: Full Name; Address; Phone Number; Email Address; Security Answer; Travel Products; Discounts Applied; PAYG value and Journey History.

Application Access Steps:

1. Login to Citrix
2. Double Click on NSLD Prestige 5.3 icon
3. Enter login credentials to login



3. Oyster Extension on National Rail (OXNR)

Overview

OXNR knowledge base provides single source for looking up fares involving National Rail and TfL services. It is used to calculate journey cost.

OXNR provides a rich set of functionality including:

- Given a from/to location provides charge
- Given zones provide ticket costs for weekly, monthly etc.
- Station - address, map, pictures of key locations such as gate lines, POMS and TOM'S.

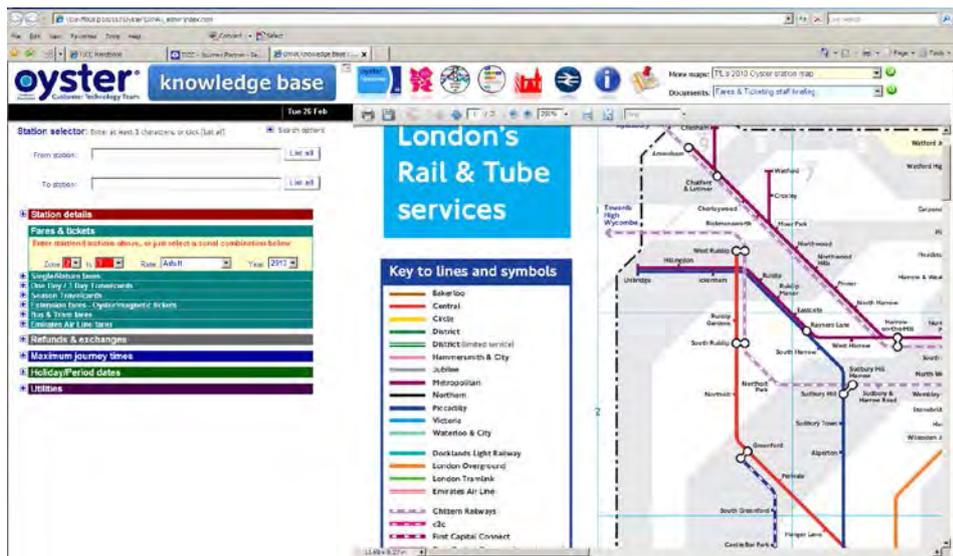
It is an html page hosted on a server which then includes other web sites as portlets on the main page. It accesses following external websites:

- OCC Fareviewer (<http://pdc2mcs003/FareViewer/>)
- TICC Journey Planner (http://journeyplanner.tfl.gov.uk/ticc/XSLT_TRIP_REQUEST2?language=en)
- TfL Oyster network map (<http://www.tfl.gov.uk/assets/downloads/oyster-rail-services-map.pdf>)
- National Rail Enquiries (<http://www.nationalrail.co.uk/>)
- Google Maps (<http://maps.google.co.uk/>)

It also has a series of static links to the Train Operating Companies (TOC) websites and certain other pages of interest:

Application Access Steps:

1. Enter URL provided in the internet explorer.



4. Oyster Professional User System (OPUS)

Overview

OPUS is the Authority owned web based application used to process non Contactless Payment Card (CPC) refunds to the Customer. Refunds can be processed in several ways, Web Account Credit; BACS; Payment Card; or as an Ad-Hoc Load direct to the Customers Oyster card. OPUS is also used to approve refunds generated by agents.

The OPUS website is also directly linked to the Oyster Online website on the TfL website.

Agents can access Customers online accounts as well as create online accounts for the Customer in order to process a refund. Refunds can also be processed directly to an Oyster card without the need for an online account; however this can only be done as an Ad-Hoc load. Agents can also replace any lost or stolen Oyster cards via OPUS. The OPUS contains access to the Oyster card Central System (CS), which holds data relating to tickets and products held on Oyster cards. It also accesses the off card details stored against the Oyster card such as Full Name; Address; Phone Number; Email Address; Security Answer; Travel Products; Discounts Applied; PAYG value; Journey History and all online transactions including refunds.

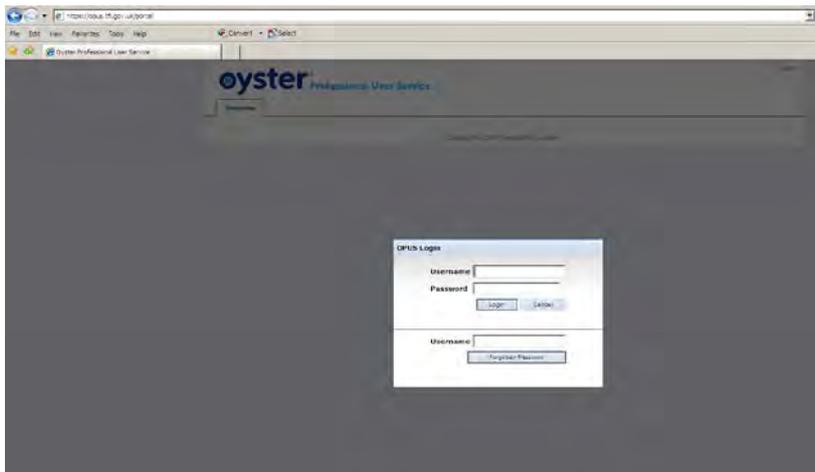
Agent can edit all the personal information or Hotlist a Customer Oyster card via OPUS or make transactions on behalf of a Customer.

Application Access Steps:

1. Login to Citrix
2. Double Click on OPUS icon
3. Press login button on top right



4. Enter login credentials to login



5. OCTAGone

Overview

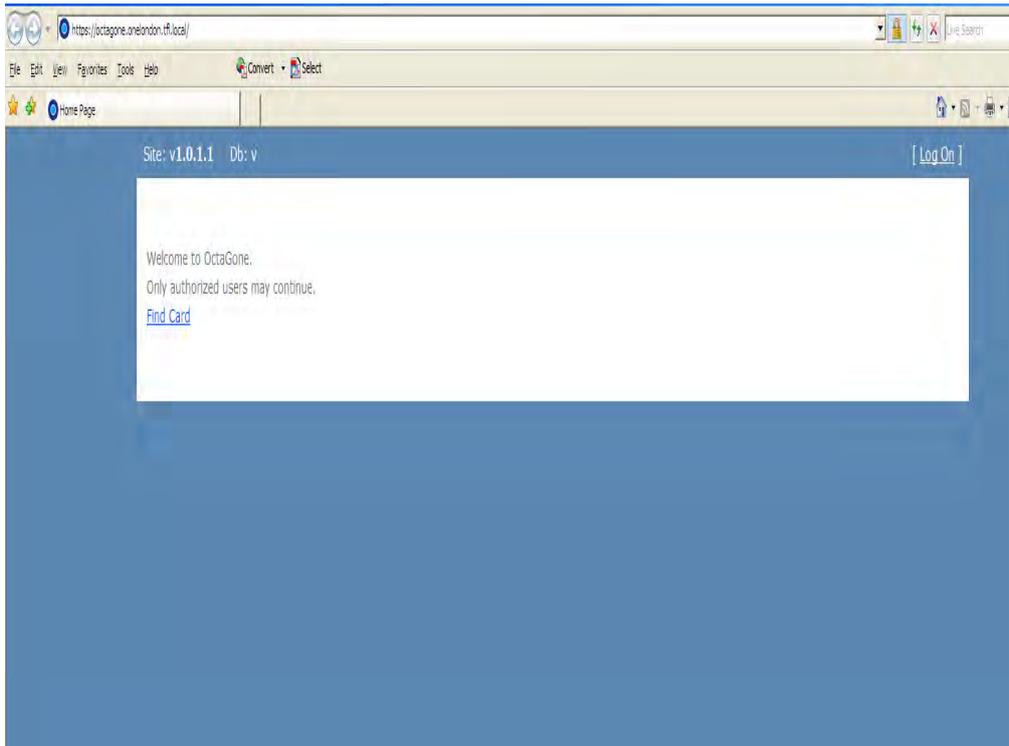
OCTAGone is a web based application used to interrogate the Oyster Card Management System (CMS), which holds data relating to ticket products held on Oyster cards and recent journeys made by the Customer. For example an agent can use OCTAGone to assess a Customer's touch in/out journey history to resolve an entry / exit refund case. It also holds Oyster card owner details if the Oyster card has been registered.

The database contains the all transaction and journey history on a 56 day rolling basis. This shows all purchases of either Travel Products or PAYG credit. It also shows all touches of the Oyster card on Oyster readers on the TfL network.

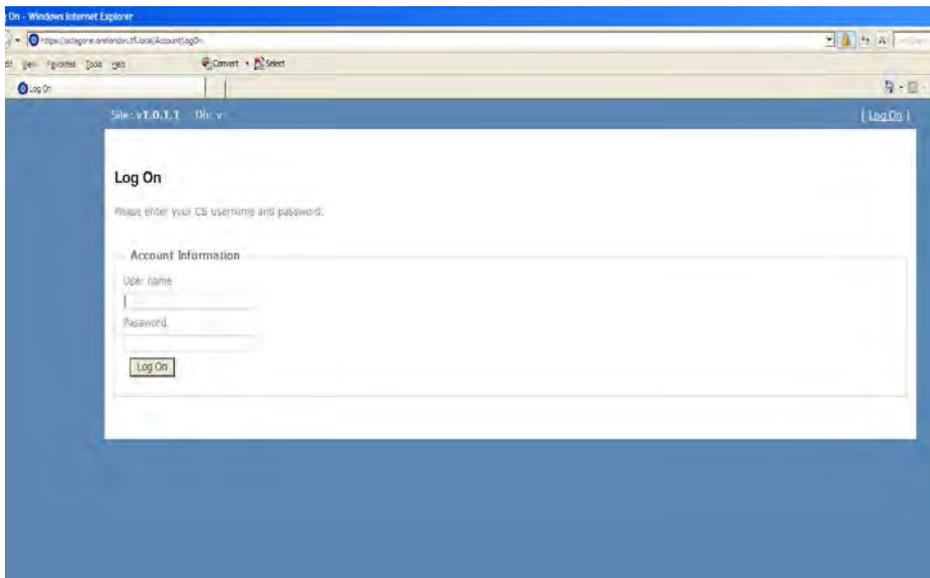
Agents have the ability to view the information held however they cannot edit any information displayed.

Application Access Steps:

1. Login to Citrix
2. Double Click on OCTAGone icon and press "Log On" on top right.



3. Enter login credentials to login.



APPENDIX 3 – REPORTING REQUIREMENTS

ANNEX 1 - REPORTS TO BE SUBMITTED BY THE SERVICE PROVIDER

1. Running total of “weekly” reporting shall commence from Sunday to Saturday.
2. Running total of Periodic reporting shall commence from the 1st day of the reporting Period.
3. All reporting shall be shown against any applicable targets set in Appendix 1 (Service Levels) of Schedule 8 (Service Management).

Report type	Key performance indicators included in report
Daily at 10:00	<p>All reporting for the previous Contact Centre Service Day:</p> <p><u>Call Handling</u></p> <ul style="list-style-type: none"> • Calls forecasted (per hour and for the day). • Calls received (per hour and for the day). • Call Abandonment Rate (percentage, against Service Level) (per hour and for the day). • Maximum Wait Time for the day. • Accumulative total of number of call transfers to the Authority’s contact centre and other contact centres per week and total for Period. • Number of calls transfers received (per week and total for the Period). • Wait Time for calls per Period, (average and percentage of calls answered within the Service Level, variance from Service Level) per hour and for the day. • Average Talk Time (against Service Level) (per hour and for the day). • Contact Centre Correspondence response (number of responses outside of the Service Level and how many days they are outside of the Service Level). • Commentary to explain any key trends, anomalies, Service Level breaches, or points of interest. <p><u>Card Fulfilment</u></p> <ul style="list-style-type: none"> • Card Fulfilment for daily between 0-10,000 Completed Applications (number of open Completed Applications by days it has taken to fulfil them, against the Service Level), broken down by each Scheme and by total. • Card Fulfilment for daily between 10,001 – 20,000 Completed Applications (number of open Completed Applications by days it has taken to fulfil them, against the Service Level), broken down by each Scheme and by total. • Card Fulfilment for daily over 20001 Completed Applications (number of open Completed Applications by days it has taken to

	<p>fulfil them, against the Service Level), broken down by each Scheme and by total.</p> <ul style="list-style-type: none"> • Commentary to explain any key trends, anomalies, Service Level breaches, or points of interest. <p><u>Staff Absence</u></p> <ul style="list-style-type: none"> • Staff absence figures for the day (including sick, duty sick, unplanned leave, absent), by Full Time Equivalent (FTE) and in hours. • Commentary to explain any key trends, anomalies, Service Level breaches, or other points of interest. <p><u>Peak period</u></p> <ul style="list-style-type: none"> • Daily report to be provided during the defined Peak period that details Card fulfilment, call handling and Correspondence.
<p>Weekly Report on Monday at 10:00</p>	<p>All reporting for the previous week (Sunday to Saturday):</p> <p><u>Call Handling and Contact Centre Correspondence</u></p> <ul style="list-style-type: none"> • Calls forecasted (per day and total for week). • Calls received (per day and the total for the week). • Calls answered (per day and the total for the week). • Call Abandonment Rate (percentage, against Service Level) per day and total for week. • Maximum Wait Time per day and maximum for the week. • Number of call transfers to the Authority's contact centre and Third Party contact centres per day and for the week. • Number of call transfers received by the Service Provider per day and for the week. • Time to answer calls (average and percentage of calls answered within the Service Level, variance from Service Level) per day and for the week. • Average Talk Time, against Service Level, per day and for the week. • Contact Centre Correspondence response time (number completed within the Service Level, number outside of the Service Level and how many days they are outside of the Service Level). • Commentary to explain any key trends, anomalies, Service Level breaches, or points of interest. <p><u>Card Stock – for Peak period only</u></p> <ul style="list-style-type: none"> • Number of Cards by Schemes in stock at any Service Provider Site, listed by site (rolling report showing all previous weeks totals as well). • Any card type for which there is less than four (4) months supply in stock in total at the Service Provider Site. • Number of card wallets, envelopes and other consumables at the Service Provider Site and any other storage facility. <p><u>Card Fulfilment</u></p>

	<ul style="list-style-type: none"> • Card Fulfilment for daily between 0-10,000 Completed Applications (number of open Completed Applications by days it has taken to fulfil them, against the Service Level) per day and total for week, broken down by each Scheme and by total. • Card Fulfilment for daily between 10,001-20,000 Completed Applications (number of open Completed Applications by days it has taken to fulfil them, against the Service Level) per day and total for week, broken down by each Scheme and by total. • Card Fulfilment for daily over 20001 Completed Applications (number of open Completed Applications by days it has taken to fulfil them, against the Service Level), broken down by each Scheme and by total. • Commentary to explain any key trends, anomalies, Service Level breaches, or points of interest. <p><u>Staff Absence</u></p> <ul style="list-style-type: none"> • Staff absence figures for each day (including sick, duty sick, unplanned leave, absent), by Full Time Equivalent (FTE) and in hours. • Commentary to explain any key trends, anomalies, Service Level breaches, or points of interest.
<p>Periodic on Tuesday after Period end at 10:00</p>	<p>All reporting for the previous Period:</p> <p><u>Call Handling</u></p> <ul style="list-style-type: none"> • Calls forecasted (per week and the total for the Period). • Calls received (per week and the total for the Period). • Calls answered (per week and total for Period). • Call Abandonment Rate (percentage, against Service Level, and variance to Service Level) per week and total for Period. • Maximum Wait Time per day and longest for the Period. • Number of call transfers to the Authority's contact centre and other Third Party contact centres per week and the total for the Period. • Number of calls transfers received by the Service Provider per week and total for the Period. • Time to answer calls (average and percentage of calls answered within the Service Level, variance from Service Level) per day, for each week, and for the Period. • Call Abandonment Rate (percentage, against Service Level), per day, per week and average for the Period. • Average Talk Time (against Service Level) per week and average for the Period. • Contact Centre Availability for calls (percentage availability, against Service Level) for the Period. • Commentary to explain any key trends, anomalies, Service Level breaches, or points of interest. <p><u>Mystery Shopper Survey</u></p> <ul style="list-style-type: none"> • Mystery Shopper Survey Satisfaction Rate results/data for telephony.

	<ul style="list-style-type: none"> • Mystery Shopper Survey Satisfaction Rate results/data for Correspondence. • Commentary from Service Provider on data, to explain any findings. <p><u>Freedom of Information Requests</u></p> <ul style="list-style-type: none"> • Freedom of Information Data Requests - Authority (number of FOI Requests, number of days to respond to for each request, against Service Level). • Freedom of Information request notification - Public (number of FOI Requests, number of days to respond to for each notification, against Service Level). <p><u>Correspondence</u></p> <ul style="list-style-type: none"> • Turnaround time to respond to Correspondence (Number outside of the Service Level and how many days they are outside of the Service Level). • Commentary to explain any key trends, anomalies, Service Level breaches, or points of interest. <p><u>Card Stock</u></p> <ul style="list-style-type: none"> • Number of cards by Schemes in stock at the Service Provider Site, listed by Site (rolling report showing all previous Period totals as well). • Any Card type for which there is less than 4 months supply in stock in total at the Service Provider Site. • Number of Card wallets, envelopes and other consumables at the Service Provider Site and any other storage facility. <p><u>Finance</u></p> <ul style="list-style-type: none"> • Payment Summary report- payments by Scheme over the Period made through the Service Provider's Payment Gateway - format to be provided to the Service Provider. • Collection Summary report- collection of products purchased over the period via the Service Provider's Payment Gateway - format to be provided to the Service Provider. <p><u>Finance Reporting</u></p> <ul style="list-style-type: none"> • Periodic estimate of Charges spend at Period end.
<p>Intraday reporting data (3 times daily at 09:30, 14:00, and 2015)</p>	<ul style="list-style-type: none"> • Call statistics - Number of calls: forecast, received, answered, Call Abandonment Rate (percentage, against Service Level) – by half hourly interval. • Outstanding Correspondence data (number of Correspondence cases in inbox at 08:00, at 18:00, difference between Correspondence number at 18:00 compared to 08:00, number of Correspondence cases outside of Service Level, percentage of Correspondence cases outside of Service Level). • Commentary to explain any key trends, anomalies, Service Level breaches, or points of interest.

ANNEX 2 – REPORTING FUNCTIONALITY PART A

1. The following is a list of reporting requirements that the Service Provider will include within its solution. The Authority will need to have access to the data and reporting functionalities as listed below.

Name	Description of Report
Average Talk Time - Annual	<p>Average time spent on the call with an Agent Annually (including hold time during the call).</p> <p>Measured from the time the call is answered by an Agent until the call is terminated or is transferred via the IVR to another IVR service option.</p>
Average Talk Time - Periodic	<p>Average time spent on the call with an Agent Periodically (including hold time during the call).</p> <p>Measured from the time the call is answered by an Agent until the call is terminated or is transferred via the IVR to another IVR service option.</p>
Average Talk Time - Consecutive	<p>Average time spent on the call with an Agent Consecutively (including hold time during the call).</p> <p>Measured from the time the call is answered by an Agent until the call is terminated or is transferred via the IVR to another IVR service option.</p>
Correspondence	<p>The Authority must be able to run a number of reports using the data below:</p> <ul style="list-style-type: none"> • Skill Name • Created Date • Date of latest Contact – i.e. when they first wrote in OR the date they wrote in the second/ third etc. time (re-open). • Status – open/ re-open/ completed etc. • Status change date – the last time a case was changed to a chosen status - for example, this allows us to report on when cases are completed • Working Days – excluding weekend and all bank holidays • Inside/ Outside SLA – depending on the SLA i.e. whether a case of number of cases are inside or outside SLA. We will need to be able to change the SLA ourselves. • Reason for Contact – might be more than one measure. • Location data • Contact notes • Channel –Agent name Created by • Completed by • Completed date • Completed Time • Type of contact

<p>Telephony</p>	<p>The Authority must be able to run a number of reports using the data below:</p> <ul style="list-style-type: none"> • Skill Name • Agent Name/ Agent ID • Date • Interval Time • Offered Calls • Answered Calls • Abandoned Calls • Short abandoned calls • Abandonment % • Average Talk Time • Average Hold Time • Average After Call Work • Average Handling Time • Average Speed of Answer • Average Abandon Time • Total Talk Time • Total Hold Time • Total After Call Work • Total Handling Time • Total Speed of Answer • Average Abandon Time • Service Level – number of calls answered within the SLA for the given time period, i.e. x number of calls answered within x seconds. • Service Level % - percentage of calls answered within SLA for the given time period. • Maximum Wait time • Maximum abandonment time • Average wait time • Outbound Calls • Outbound Time • Transfer Calls (and where) • Staff Time • Idle time
<p>Schedule Data</p> <p>Finance</p>	<p>Schedule information for Service Provider's Agents. Broken down by:</p> <ul style="list-style-type: none"> • Agent Name • Skill/Status • Start and End Time • Amount of time • Payment summary, this is required by mid-day Monday after Period end date, • Estimates (TFL estimates file) for the various schemes, this is used for accruals for the reporting Period. Deadline for this is Tuesdays after Period end..

ANNEX 3 – REPORTING FUNCTIONALITY PART B

1. A list of reporting requirements that the Service Provider will include within its solution is detailed in document CSM_Sch4_A3_a3_Reporting FunctionalityV3, as provided by the Authority at ITN Phase 2B and BAFO stage. The Authority will need to have access to the data and reporting functionalities as listed in the document.

APPENDIX 4 – QUALITY MEASUREMENT CRITERIA
ANNEX 1 – CORRESPONDENCE QUALITY GUIDANCE

Correspondence Quality Scorecard

The Correspondence quality scorecard is a matrix for checking the quality standard of a single piece of correspondence.

This allows correspondence to be checked for quality assurance and for Period reporting, which is submitted to the business.

The quality scorecard has been redesigned and streamlined into 13 standards, bringing it in line with the '13 Steps to Getting it Write' program.

It covers four main areas; Compliance, Behaviours, Query Resolution and Enquiry Channelling, which are broken down as follows:

Behaviours

Salutation & Opening Statement
Empathy
Positive Words & Expressions
Personalisation

Query Resolution

Writing Style & Tone
Grammar
Punctuation
Spelling
Style Guide

Compliance

Subject Line
Structure
Closing and Sign Off

Enquiry Channelling

Action Taken

Each question is structured to confirm if a specific criteria, action or task has been demonstrated, by a 'yes' or 'no' answer. There are three exceptions, where a 'not applicable' option is also available. This will help remove any confusion or ambiguity, and to ensure consistent scoring both for internal audits and Mystery Shopping Survey quality scores.

Guidance Notes

For each quality standard, a definition is provided. Where appropriate, both good and bad examples are given to provide further clarity. It may be worth noting the list is not exhaustive and is merely some ideas for best practice.

Categories	Definition	Good examples	Bad examples
Subject Line	The subject line should refer to the topic clearly. It must not include 'TfL', reference numbers, initials or employee numbers.	Lost Property – Bus Route 24 Station name, bus route number, name of place – 'Visit to London Zoo'	TfL: (ST: 4897563) bus query RE: FW:
Salutation & Opening Statement	The opening statement should engage with the customer and reflect the seriousness of the issue. The customer should be addressed correctly – (if name unknown; Dear Sirs or Dear Sir / Madam).	Thank you for your email of 5 May about the problems you experienced on the Central line. Thanks for your further email of 8 May about your Oyster refund. Dear Ms Jones	Thanks for contacting us... In response to your further email... Thank you for contacting the Oyster Helpline. Dear Barbara Jones
Empathy	The response should demonstrate an understanding of the thoughts, feelings, and emotions of the customer.	I'm sorry you were delayed on the District line and understand this must have been frustrating for you.	I am sorry to learn of the delay you experienced...
Writing Style & Tone	This should be semi-formal. The response should be written in Plain English and must include simple words and contractions. A contraction is a shortened version of two words.	Simple words: about, tell, check, do Contractions: I've, there's, won't, I'm	Complex words: advise, verify, action, regarding Expansions: I have, there is, will not, I am
Positive Words & Expressions	Encouraging words should be used. This helps to indicate what has been done / can be done for the customer in a positive manner. Irritators must be avoided. Positive language softens the tone before giving bad news.	Positive words: happy, delighted, my pleasure, good, excellent, fortunately, definitely, of course, great	Negative words: unfortunately, unable, failure, refuse, damage, error Irritators: Gesture of goodwill, goodwill gesture, please note, as mentioned previously, I've said before, you must

Structure	<p>A structured response should address all points raised in a reasonable order. This shows the customer that their query has been understood.</p> <p>It should have a clear beginning, middle and end and information should be logically grouped together.</p>	<p>Beginning: engages with the customer query</p> <p>Middle: forms the body of the response</p> <p>End: summarises the provided resolution</p>	No clear and logical flow. Information is not grouped together.
Action Taken	<p>The response should clearly indicate where the CSA has taken ownership.</p> <p>Response should refer to what action has been taken by the CSA. Information should always be precise and relevant.</p> <p>N.B. Hyperlinks, figures and refunds must be accurate.</p>	<p>I / We have looked into this for you and will make sure</p> <p>I have contacted the Buses Infrastructure team as they are responsible for....</p> <p>We will inspect the location and take the necessary action to repair the bus shelter.</p>	<p>I have passed the details onto the relevant team who'll inspect the location and arrange for the necessary repairs to be carried out.</p> <p>Transport for London aim to...</p>
Personalisation	<p>'Unique lines' refers to the inclusion of original words or sentences. This reinforces empathy and shows clear attention to detail.</p>	<p>I trust this information will help you when planning future journeys.</p> <p>I hope you enjoy your trip on the Emirates Air Line.</p>	<p>Response sounds generic and no attempt to create a personalised tone.</p> <p>I hope this information will help you in the future.</p>
Grammar	<p>Grammar refers to the way words are used to form logical sentences.</p>	<p>I am sorry bus routes 69 and 97 were both late on 19 November.</p>	<p>I am sorry bus routes 69 and 97 was both late on 19 November.</p>
Punctuation	<p>Punctuation helps to make writing clear and easy to read.</p>	<p>After we left, Grandma, dad and I went to the cinema. After we left Grandma, dad and I went to the cinema.</p> <p>What is this thing called, honey? What is this thing called honey?</p>	<p>After we, got on the bus. The driver took off sharply causing me, to stumble backwards</p>
Spelling	-	-	-

<p>Style Guide</p>	<p>The response should be written in line with TfL's Editorial Style Guide.</p> <p>It is important that complex ideas are written using simple language, sticking to the guideline of 20-25 words (maximum), per sentence. Font size and line spacing should not differ.</p> <p>The word 'Date' should be removed from customer service agent's response.</p> <p>Hyperlinks should be displayed correctly.</p>	<p>Date in SAP: 16 June 2014 Percentages: 85 per cent Correct user group: customers</p> <p>www.tfl.gov.uk/A127 Ardleigh Green Bridge</p>	<p>Date in SAP: Date: 16.06.14 Percentages: 85 %</p> <p>Incorrect user group: passengers</p> <p>http://tfl.gov.uk/travel-information/improvements-and-projects/a127-ardleigh-green-bridge#on-this-page-0</p>
<p>Closing & Sign Off</p>	<p>The closing statement must be semi-formal. It should thank the customer again, invite the customer to contact us and provide our telephone number.</p> <p>It is important that the customer service agent has used the appropriate sign off as this differs depending on the scenario.</p> <p>Correct format should be used – i.e. Kind regards rather than Kind Regards</p> <p>CSA must also include their full name and job title.</p>	<p>Thanks again for contacting us. If there is anything else we can help you with, please reply to this email. Alternatively, you can speak to one of our Customer Service Advisers on 0343 222 1234, who will be happy to help.</p> <p>Kind regards (email) Yours sincerely (letter)</p> <p>Yours faithfully (customer's name is unknown)</p> <p>Tom Brown</p> <p>Customer Service Adviser</p> <p>Transport for London Customer Services</p>	<p>I'm sorry I couldn't assist you further.</p> <p>Thanks again for taking the time to contact us. Please contact me again if you need any further assistance, or if you'd prefer to talk to us, please call us on 0343 222 1234.</p> <p>Tom Brown</p> <p>Customer Service Advisor TfL Customer Services</p>

ANNEX 2 – CORRESPONDENCE QUALITY SCORECARD

Correspondence

Quality Scorecard (version: 2)

Team Manager
Agent:
Date:
SAP Reference:
Overall score %:

	Yes	No	Total
1. Subject line Compliance			
A) Does the subject line make reference to the customer's enquiry?	<input type="checkbox"/>	<input type="checkbox"/>	
B) Is the subject line free from unnecessary words, characters and reference numbers?	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:			Total:
2. Salutation & Opening statement Behaviour			
A) Does the opening statement thank the customer for contacting us, and mention the date and correct method of contact?	<input type="checkbox"/>	<input type="checkbox"/>	
B) Does the opening statement make a specific reference to the customer's enquiry?	<input type="checkbox"/>	<input type="checkbox"/>	
C) Does the customer service agent address the customer correctly?	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:			Total:
3. Empathy Behaviour			
A) Is there an apology or acknowledgement of the customer's distress / concern?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> N/A
B) Is the apology / acknowledgement sincere and genuine, and make a specific reference to the customer's concern?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> N/A
Comments:			Total:
4. Writing style and tone Query Resolution			
A) Does the customer service agent avoid using formal language?	<input type="checkbox"/>	<input type="checkbox"/>	
B) Has the customer service agent used contractions where appropriate?	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:			Total:
5. Positive words and expressions Behaviour			
A) Does the customer service agent use positive words and / or phrases?	<input type="checkbox"/>	<input type="checkbox"/>	
B) Does the customer service agent avoid using negative language or explain before using it, as appropriate?	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:			Total:
6. Structure Compliance			
A) Is there a clear beginning, middle and end to the response?	<input type="checkbox"/>	<input type="checkbox"/>	
B) Is the information easily understood and presented in a logical order?	<input type="checkbox"/>	<input type="checkbox"/>	

Comments:			Total:
7. Action taken	Enquiry Channelling		
A) Does the customer service agent make clear what they have done / will do for the customer?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> N/A
B) Does the customer service agent answer all points correctly and with accurate, up to date information?	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:			Total:
8. Personalisation	Behaviour		
A) Where possible, does the customer service agent write unique lines that make specific reference to the customer's enquiry, after the opening statement?	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:			Total:
9. Grammar	Query Resolution		
A) Is the response free from grammatical errors?	<input type="checkbox"/>	<input type="checkbox"/>	
B) Are there two or less grammatical errors?	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:			Total:
10. Punctuation	Query Resolution		
A) Is the response free from punctuation errors?	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:			Total:
11. Spelling	Query Resolution	<input type="checkbox"/>	<input type="checkbox"/>
A) Is the response free from spelling errors?	<input type="checkbox"/>	<input type="checkbox"/>	
			Total:
12. Style Guide	Query Resolution		
A) Are all sentences no longer than 20-25 words?	<input type="checkbox"/>	<input type="checkbox"/>	
B) Is the response written in line with the TfL Style Guide (This includes jargon & date format)	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:			Total:
13. Closing and sign off			
A) Does the customer service agent thank the customer for contacting us and invite them to contact us again (including telephone number if appropriate)?	<input type="checkbox"/>	<input type="checkbox"/>	
B) Does the customer service agent include their name and job title, and sign off using <i>Kind regards</i> (for emails) OR <i>Yours sincerely</i> (for letters), <i>Yours faithfully</i> (if customer's name is unknown)?	<input type="checkbox"/>	<input type="checkbox"/>	
Comments:			Total:
Total (For each N/A, remove 1 from the maximum achievable total)			/25

Additional comments:

ANNEX 3 – TELEPHONY QUESTIONNAIRE

Questionnaire

Criteria	Questions about the SP Agent	(0) Not Achieved	(1) Partially Achieved	(2) Achieved
Behaviours	Use the appropriate greeting /salutation?		NA	
	Maintain communication during call and/or give explanations for any gaps in communication during enquiry?			
	Ask permission, explain why, advise for how long the customer was being placed on hold, and thank them upon return?		NA	
	Inform the customer of transfer in advance and explain why?		NA	
	Set the customer's expectation where a warm transfer was not possible?		NA	
	Give their name and thank customer for calling? (name given where appropriate)		NA	
Compliance	Correctly identify and verify (ID&V) customer and obtain correct customer details? (if required)		NA	
	Ask data protection question/inform the customer before creating an online account? (if relevant to the call)		NA	
	Provide the customer with a customer service (reference) number for the call? (where relevant)			
Enquiry Channelling	Ask the customer if they needed any further help? (where appropriate)		NA	
	Offer alternatives/additional information to empower customer to self-serve in future? (if appropriate)			
Query Resolution	Actively listen and clearly paraphrase key points back to customer to check that they understood the reasons for the customer's call?			
	Check that the customer understood the information provided? (if necessary)			
	Take the most appropriate follow up actions to assist the customer once first call resolution was not possible?			
	Provide clear and realistic timescales?			
	Record accurate and relevant information on the service ticket in MS Dynamics?		NA	
Personalisation	Took ownership of call and provided the best solution focussed on the customer (OWNERSHIP & PROACTIVENESS)			

	Used appropriate interpersonal skills - apologised/ empathised/ acknowledged customer emotions. Kept control of own emotions throughout the entire call. (FRIENDLINESS)		NA	
	Maintained an appropriate Pace, Pitch, Articulation and Tone (POLITENESS)			
	Provided accurate information in a clear and confident manner using jargon free language on call (EFFICIENCY & EAGERNESS)			

Guidance to complete the questionnaire

Criteria and Questions	(1) Not Achieved	(2) Partially Achieved	(3) Achieved
Behaviours			
Used the appropriate greeting/salutation	Did not demonstrate any part of the opening salutation/greeting or did not fully demonstrate the greeting	NA	Demonstrated greeting/salutation in full Thank you for your patience Good morning/evening/night (name) speaking Offer to take customer's name and use it during the call. How may I help?
Maintained communication during call - gave explanation for any gaps in communication during the enquiry (including entering details into system etc.)	Did not maintain conversation during the call. Gap of longer than 30 seconds, where no relevant communication was given by the agent. (this does not include customer filling gaps)	Mostly maintained conversation, but there was a gap of longer than 20 seconds where no relevant communication was given by the agent.	Maintained relevant conversation throughout and gave explanation for any slight gaps during the call. No gap longer than 20 seconds.
Correct process followed for use of hold	Placed customer on hold without asking permission, explaining why and for how long. Did not thank the customer for holding upon return.	NA	There is justification for putting the customer on hold. The adviser asked the customer's permission, explained why and for how long they were being placed on hold. The adviser returned and thanked the customer for holding. Maximum hold time is 2 minutes except where a longer hold time was communicated to the customer.

The correct process followed when transferring calls (if required)	Did not seek agreement from customer to be transferred or explain the reasons why it was necessary. Where warm transfer completed, did not explain the reason for the customer's enquiry to the person the call was being transferred to (to save them from repeating the information). Call transfer not justified. Where warm transfer was not possible, agent did not set the customer's expectation, (apologising and letting them know they would be transfer to a queue and would need to repeat their query).	NA	Fully explained reasons for the call transfer to the customer and got their agreement. Fully explained the reason for the customer's enquiry to the person the call was being transferred to, and any other relevant information. Where warm transfer was not possible, agent apologised and fully explained to the customer that they would be transferred to the queue and would need to repeat their enquiry.
Agent gave name (where relevant) and thanked customer for calling at the end of the call (if applicable, at any point during the call)	Did not demonstrate the closing	NA	Thanked the customer for calling and gave name where relevant (if a challenging call – used an appropriate close)
Compliance			
Correct Process for ID&V followed and customer details taken (if required)	Did not carry out the ID&V of the customer and or did not check that details taken were correct. Did not ask for customer's details or if previous Contact was made. Validated security answer and name with too much assistance	NA	Undertake ID&V of customer correctly and where appropriate, checked that the personal details were correct. Asked if previous Contact had been made. Asked the customer to provide details.
Asked data protection question (if relevant to the call). Informed the customer before creating online account and read out the disclaimers in full.	Did not ask data protection question (such as 'are you happy for me to pass your details?'). Created an online account without the customer's consent. Did not read disclaimer to the customer	NA	Asked customer if it was okay for them to pass their details onto a third party, as per data protection requirements. Customer informed of online account creation, disclaimer given and complied with requirements for marketing, privacy, opt- out and terms & conditions and where to find terms & conditions.
Provided the customer with the reference number? (where relevant)	No reference number offered	Reference number given, but did not ask customer to confirm	Confirmed that the customer had taken the reference number

Enquiry Channelling			
Offered further assistance (where appropriate)	Did not ask if customer needed further assistance	NA	Asked (with feeling) if there was any further assistance required
Offered alternatives/additional information to empower customer to self-serve in future/added value (if appropriate)	Failed to educate customer on any relevant information/extra benefits. Did not offer any additional information or advice (if appropriate)	Referred customer to available self service tools e.g. journey planner and TfL web site. Did not provide the customer with any additional information, extra benefits or useful advice (if appropriate)	Provide information that can prevent repeat Contact and clearly explained the self serve options to customer. Also provided additional information or useful advice. Advised the customer of extra benefits of a service/product i.e. CPC or best value combination (if appropriate)
Query Resolution			
Actively listened and clearly paraphrased key points back to customer to check understanding	Vague or no attempt to summarise the information. No use of active verbal nods	N/A	Summarised information quickly and accurately and used active verbal nods where relevant.
Checked that the customer understood the information provided (if necessary)	Did not check that the information was understood	Provided insufficient summary to check understanding	Confirmed customer understanding of information, when appropriate
Correct process followed where first call resolution is not possible	Did not identify that the enquiry had not been fully resolved and ended call without giving a reference number	Told customer to call back later or offered to call them back, but gave no name or reference number to the customer	Offered to call customer back at agreed time or agreed further action. Provided reference number or name to the customer. Called back as promised.
Time-scales given were realistic (if required).	None/incorrect timescales given	Unsure/uncertain or vague timescales given	Clear, correct and appropriate timescales given. Agreed 10 working day timescale given for responses that need investigation or 24 hours for a call back. (or relevant SLA)
Recording accurate, clear and relevant information on service ticket in MS Dynamics	Not logged, classification incorrect, notes inadequate, unclear, inaccurate and incorrectly assigned. Payee details incorrect.	NA	MS Dynamics classification and all details were accurate, notes were relevant, accurate and clear, case assigned correctly or completed where relevant. Payee details correct where