

SCHEDULE 1

Definitions

1. This schedule contains:
 - (A) a glossary of abbreviations used in the Agreement; and
 - (B) definitions of terms used in the Agreement.

PART 1: GLOSSARY OF ABBREVIATIONS

In the Agreement the following abbreviations shall have the following meanings:

3G	means third generation mobile technology
ACD	see Automatic Call Distributor
AEI	means the average earnings index
AFRL	means automatic first registration and licensing (system)
ALG	means the Association of London Government
ANPR	see Automatic Number Plate Recognition
APACS	means the Association for Payment Clearing Services
APP	see Automated Pre Payment
ASA	means the average speed of answer
ASCII	means the American Standard Code for Information Interchange
ATO	see Agreement to Operate
ATP	see Authority to Proceed
Autopay	see Automatic Payment
AutoPrePay	see Automated Pre Payment
BACS	means the Bankers Automated Clearance System
BCP	see Business Continuity Plan
BFG	means British forces
BME	means a Black and Minority Ethnic Business
BOps	see Business Operations

BSI	means the British Standards Institution
BVRLA	means the British Vehicle Rental & Leasing Association
CA	see Certification Authority
CC	See: (A) Contravention Candidate; or (B) Congestion Charging (as appropriate)
CCR	see Change Control Request
CCS	see Congestion Charging Scheme
CCTV	means closed circuit television
CCZ	see Congestion Charging Zone
CD	means compact disc
CD-R/W	means compact disc - re-writable
CD-ROM	means compact disc - read only memory
CI	see Chargeable Item
CLoCCS	see Central London Congestion Charging Scheme
COTS	see Commercial Off-The-Shelf
CSR	see Customer Service Representative
CSV	means comma separated values
CTI	means computer telephony integration
CV	means curriculum vitae
CVVC	see Contravention Validation and Verification Checking

CZ	see Charging Zone
DAT	means digital audio tape
DCAS	means the DSRC Charging Application Specification for the UK as published by the Department for Transport
DE	see Detection Event
D&EI	see Detection and Enforcement Infrastructure
DoE	means date of event
DP	see Data Protection
DPA	see Data Protection Act
DR	means disaster recovery
DSRC	see Dedicated Short Range Communications
DSS	means data security standards
DVD	means digital versatile disc
DVLA	see Driver and Vehicle Licensing Agency
DVLNI	see Driver and Vehicle Licensing Northern Ireland
E/I List	see Exclusion List or Inclusion List (as appropriate)
EC	means the European Community
eCLoCCS	see Extended Central London Congestion Charging Scheme
EDI	means electronic data interchange
EDRA	see European Debt Recovery Agency
EEA	means the European Economic Area
EETS	means the European Electronic Tolling Service

EFC	means electronic fee collection
e-GIF	means the e-Government Interoperability Framework as published by the Cabinet Office
EIR	see Environmental Information Regulations
EOps	see Enforcement Operations
EPI	means an Enforcement Performance Indicator
ER	see Evidential Record
ERC	see Emissions Related Charging
ESB	see Enterprise Service Bus
ETL	means extract, transform and load
ETR	see Electronic Transaction Record
EU	means the European Union
FAQ	see Frequently Asked Questions
FCO	means the Foreign and Commonwealth Office
FLA	means the Finance and Leasing Association
FOI	means freedom of information
FOIA	see Freedom of Information Act
FPN	means a fixed penalty notice
GAAP	means generally accepted accounting principles
GCSE	means the General Certificate of Secondary Education
GIF	means the graphics interchange format
GIP	see Good Industry Practice

GLA	means the Greater London Authority
GMT	means Greenwich Mean Time
GNSS	see Global Navigation Satellite System
GP	means general practitioner
GPRS	means general packet radio service
GPS	means global positioning system
GR	see GNSS Record
GSM	means global system for mobile communications
GUI	means Graphical User Interface
HEB	means health emergency badge
HGV	means heavy goods vehicle
HHC	means hand held computer
HHCT	means hand held computer terminal
HLD	see High Level Design
HOSDB	means the Home Office Scientific Development Branch
HTML	means hypertext markup language
IAP	means the EFC interoperable application profile for DSRC
ID	means identification
IES	see Intermediate Evidence Store
IPR	see Intellectual Property Rights
ISDN	means the integrated services digital network
ISO	see International Organization for Standardization

IT	see Information Technology
ITIL	means the IT infrastructure library
IVCR	see In Vehicle Clamping and Removal System
ITSEC	see Information Technology Security Evaluation Criteria
IVR	see Interactive Voice Response
JPEG	means the joint photographic experts group
LAN	see Local Area Network
LDM	see Logical Data Model
LEZ	see Low Emissions Zone
LFEPA	means the London Fire & Emergency Planning Authority
LTCC	means the London Traffic Control Centre
MI	see Management Information
MIS	see Management Information System
MoD	means the UK Ministry of Defence
MTA	see Mail Transport Agent
NCP	means National Car Parks Ltd
NHS	means the National Health Service
NOR	see Notice of Rejection
NRS	see Number Plate Recognition System
NtO	see Notice to Owner
NTP	means Network Time Protocol
OBU	see On-Board Unit

OCSP	means online certificate status protocol
ODETTE	means the Organisation for Data Exchange by Tele Transmission in Europe
OFTP	means the ODETTE file transfer protocol
OGC	means the Office of Government Commerce
OJEU	means the Official Journal of the European Union (formerly known as OJEC)
OMISS	means the open minimum interoperability specification suite
OSE	see On-Street Enforcement
PAF	means: (A) Postal Address File; or (B) Postal Address Format (as appropriate)
PAN	means personal account number
PATAS	means the Parking and Traffic Appeals Service
PC	means: (A) personal computer; or (B) Penalty Charge (as appropriate)
PCI	means the payment card industry
PCN	see Penalty Charge Notice
PCO	see Public Carriage Office
PDA	means personal digital assistant

PDF	means portable document format
PE	see Persistent Evader
PER	see Persistent Evader Registered
PES	see Permanent Evidence Store
PEU	see Persistent Evader Unregistered
PFI	means the Private Finance Initiative
PI	means: (A) Performance Indicator; or (B) public information (as appropriate)
PI Incident Report	see Performance Indicator Report
PIN	means personal identification number
PM10	means particles with a diameter of less than 10 microns in aerodynamic diameter
PMA	see Policy and Monitoring Advisor
PMIS	see Performance Management Information System
QA	see Quality Assurance
RAS	means remote access server
RAW	means the raw image format used by digital cameras containing unprocessed data from a sensor
RNIB	means the Royal National Institute of the Blind
ROM	means read only memory

RPA	means the Royal Parks Agency
RPI	means the retail price index
RTS	means return to sender
RZ	see Remote Zone
SAR	see Subject Access Request
SFD	see Service Failure Deduction
SFP	see Service Failure Point
SFT	means secure file transfer
SI	means a Statutory Instrument
SL	see: (A) Service Levels; or (B) Severity Level (as appropriate)
SLA	see Service Level Agreement
SME	means a Small or Medium-sized Enterprise
SMMT	means the Society of Motor Manufacturers and Traders
SMS	means short message service
SMTP	means simple mail transfer protocol
SO	see Scheme Order
SOR	see Statement of Requirements
SP	means: (A) Service Provider; or

	(B) Selected Partner (as appropriate)
SR	see Summary Record
TACACS	means terminal access controller access control system
TDS	see Technical Design Study
TEC	See Traffic Enforcement Centre
TECO	means traffic enforcement camera operation
TGB	see Thames Gateway Bridge
TIF	means the Transport Innovation Fund
TLRN	means the Transport for London road network
TPCSO	means Transport Police Community Support Officer
TPED	see Traffic Policing & Enforcement Directorate
TUPE	see TUPE Regulations
TW	means traffic warden
UK	means the United Kingdom of Great Britain and Northern Ireland
UTC	means universal time coordinated
V5C	means the registration document issued by the DVLA to the registered owner of a Vehicle
VAT	see Value Added Tax
VCP	see Virtual Charge Point
VDS	see Vehicle Data Service
VED	means vehicle excise duty

VO	see Variation Order
VOSA	see Vehicle and Operator Services Agency
VoSI	see Vehicle of Special Interest
VPN	means virtual private network
VRM	see Vehicle Registration Mark
VSS	means vehicle system software, an information system used by the Driver and Vehicle Licensing Agency
VUR	see Vehicle Usage Record
WAP	means wireless application protocol
WEE	means web-enabled enquiry
WEZ	see Western Extension Zone
WORM	means write once, read many
XML	means extensible markup language

PART 2: DEFINITIONS

In the Agreement the following terms shall have the following meanings:

“100% Discounted Fleet Partner” means a breakdown Organisation accredited by a body expressly approved by TfL in writing from time to time;

“Acceptable Service Level” has the meaning ascribed to it in paragraph 2.6 of schedule 5 (Service Level Agreement);

“Acceptance Testing” means the Testing envisaged to be undertaken under paragraph 9.1(E) of schedule 4 (Testing Regime);

“Accommodation Plan” has the meaning ascribed to it in paragraph 22.1 of schedule 3 (Milestones and Deliverables);

“Account” means a collection of Data to be stored by the Service Provider for each registered Customer;

“Accredited Recovery Organisation” means an organisation accredited:

- (A) by a certified accreditation body as operating to BS EN ISO 9001:2000 in accordance with PAS 43 published by the British Standards Institution or any British Standard or Specification for the time being replacing or amending the same; or
- (B) by a certified accreditation body in a Member State to an equivalent specification published by a national standards body in a Member State;

“Additional Services” means the services which may be called off by TfL, as set out in paragraph 1 of schedule 33 (Additional Services);

“Ad Hoc Report” means any report other than a Standard Report;

“Adjudication Service” means an independent body used by TfL from time to time that hears Appeals in relation to any of the Schemes;

“Adjudicator” means an adjudicator employed by the Adjudication Service;

“Administration Charge” means a charge which the Service Provider shall be required to charge Customers in relation to an administrative action, including but not limited to refunds, repayments and registrations, as detailed in the Statement of Requirements;

“Administrator” means an employee of an Organisation who is responsible for the management of Accounts relating to that Organisation and has the ability to add, remove or change users, set-up and manage Account access and PIN management;

“Affiliate” means, in relation to a party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that party from time to time;

“Agreed Capacity Plans” has the meaning ascribed to it in clauses 20.5(B) and 20.7 (As-Built Physical Architecture and Capacity Planning);

“Agreed Communications Plan” means the communications plan set out in Appendix 4 (Agreed Communications Plan) to schedule 24 (Equality and Diversity);

“Agreed Diversity Training Plan” means the diversity training plan set out in Appendix 2 (Agreed Diversity Training Plan) to schedule 24 (Equality and Diversity);

“Agreed Equality Policy” means the equality and diversity policy set out in Appendix 1 (Agreed Equity Plan) to schedule 24 (Equality and Diversity);

“Agreed Supplier Diversity Plan” means the supplier diversity plan set out in Appendix 3 (Agreed Supplier Diversity Plan) to schedule 24 (Equality and Diversity);

“Agreement” means this agreement including:

- (A) its schedules, any appendices or annexures (including without limitation to the generality of the foregoing the Statement of Requirements); and
- (B) the TfL Design;

“Agreement to Operate” or **“ATO”** means the agreement of TfL in respect of a Milestone in relation to which a Notice of Agreement to Operate has been issued by TfL and received by the Service Provider;

“Agreement to Release Payment” means the agreement by TfL to the release of a Milestone Payment in respect of the achievement of a Milestone;

“Air Quality Discount” means the Discount applicable to Vehicles qualifying for emission levels below a set threshold;

“Amendment Charges” means those Administration Charges which the Service Provider shall be required to charge Customers to make changes to details of such Customers held on the Service Systems, as detailed in the Statement of Requirements;

“Anomalous” means, in relation to an event or Data record, that an Anomaly has occurred;

“Anomaly” means a situation whereby it is suspected that a Customer's OBU is either not correctly fitted (including where an OBU is installed in a Vehicle other than the one to which it is registered) or not correctly operating, causing Usage Events to be incorrectly detected by certain Detection Units;

“Appeal” means an appeal made by the Registered Keeper/Person Liable against the issue of a PCN and/or against a Clamp and Removal action following the rejection of a Representation or after a Statutory Declaration;

“Appeal Pack” means an information pack to be prepared by the Service Provider in response to an Appeal or Statutory Declaration and which contains all information relevant to the case, as further detailed in section 5.11 (Appeal Consideration) of the Enforcement Operations Statement of Requirements;

“Appellant” means a person who has lodged an Appeal;

“Application Library” means a collection of Software components which is sourced from, and maintained by, a Third Party;

“Approved” means, subject to clauses 13.1(B) (Responsibility for Achievement of Milestones and Service Delivery) and 76.4 (Waiver and Approvals), approved by TfL in accordance with schedule 3 (Milestones and Deliverables) and **“Approval”** and **“Approve”** shall be construed accordingly;

“Approved Maintenance Plans” has the meaning set out in clauses 23.4 and 23.6 (Systems, Support and Maintenance);

“**Area**” in relation to a Scheme, means a Scheme that charges for the use of any part of a geographical area by a qualifying Vehicle within a defined charging period and in respect of which the Chargeable Item raised is for use of that area for the whole charging period, regardless of the level of usage;

“**Area Charge**” means a Charge Payment that permits a Vehicle to be within a Charging Zone during the Charging Hours of a Scheme (as defined within the relevant Scheme Order) without incurring a Penalty Charge;

“**Asset Control**” means the practice of managing physical assets, including but not limited to operating, maintaining, repairing and replacing assets;

“**Asset Register**” means the register of assets to be maintained and updated from time to time, in accordance with schedule 12 (Asset Management);

“**Assets**” means those assets, including those listed in the Asset Register, used in providing the Services, and whether or not leased by, or in the possession or control of the Service Provider or its Sub-Contractors;

“**Assigned Employees**” means any Service Provider Personnel who, following the Termination Date, Partial Termination Date or Expiry Date (whichever is applicable), commences active employment with a New Service Provider or TfL in connection with all or any of the services to be provided in replacement of, or which are substantially similar to, the Services provided under this Agreement;

“**Associated Vehicle**” means a Vehicle associated with a Customer’s Registration, including without limitation for an Account, Payment Account or Discount;

“**Associated Vehicle List**” has the meaning ascribed to it in appendix 40 (Solution Architecture) to the Statement of Requirements;

“**Authorised Staff**” means any Service Provider Personnel or any Personnel of its Sub-Contractors authorised by the Service Provider to perform any of the functions specified in the Statement of Requirements;

“**Authority to Proceed**” or “**ATP**” means an authorisation by TfL in respect of a Milestone in relation to which a Notice of Authority to Proceed has been issued by TfL;

“**Automated Account Debits**” means a process undertaken by Business Operations to debit a Customer’s Payment Account on notification of a Detection Event for that Customer;

“**Automated Pre Payment**” or “**APP**” means a mechanism by which Charge Payments are automatically debited from a Customer’s Account upon the Customer’s Vehicle being detected within a Charging Zone during Charging Hours;

“**Automatic Call Distributor**” or “**ACD**” means a device to be used in the Contact Centre, which automatically distributes incoming telephone calls based on the number dialled and a set of configurable rules;

“**Automatic Number Plate Recognition**” or “**ANPR**” means the automated method of recognising a VRM from a camera image;

Automatic Payment means an Account type (e.g. AutoPrePay, Carnet, Fleet Account or Lease Account) which is automatically debited with Charge Payments upon a Vehicle registered to that Account being detected within a Charging Zone during Charging Hours;

“**Bailiff(s)**” means the service provider(s) appointed by TfL from time to time to provide bailiff and debt enforcement services in relation to the Schemes;

“**Band Ceiling**” has the meaning ascribed to it in paragraph 4.4 of schedule 8 (Operational Pricing);

“**Band Floor**” has the meaning ascribed to it in paragraph 4.4 of schedule 8 (Operational Pricing);

“**Batch Filters**” means a set of filters that are applied to a VRM at Settlement, and “**Batch Filtering**” means the process of applying such filters in this way;

“**Batch Message**” means a communication between two Systems that contains multiple responses or requests that have been grouped together;

“**Batch Scheduling System**” means a System or Systems for triggering the execution of non-interactive processes, scripts or activities based upon definable conditions which may include time and other factors;

“**Beacon**” means the roadside Hardware, Software and Systems that communicate with a Tag;

“**Black and Minority Ethnic Business**” or “**BME**” means a black and minority ethnic business which is at least fifty-one percent (51%) owned by members of one or more ethnic groups;

“**Blue Badge**” means a badge issued under the “Blue Badge scheme” a scheme which provides a range of parking benefits for people with disabilities;

“**Blue Badge Holders**” means holders of a Blue Badge;

“**Branch**” means, in the context of Version Control, a specific trail of associated incremental updates to one or more items within the Version Control System. Each item may be associated with one or more Branches;

“**BS 7799**” means the BS 7799 Specification for information security management published by the British Standards Institution;

“**Build File**” means a file which is used to control, co-ordinate or define the Build Process;

“**Build Process**” means the process of converting editable content (including Source Code), as held in the Version Control System, into a Software Release;

“**Build Services**” means the services to be provided by the Service Provider in building of the Service Systems and creating the processes and procedures the Service Provider deems necessary to deliver the Services in accordance with this Agreement, and any related Testing;

“**Business Continuity**” means the continued operation of the Services;

“**Business Continuity Event**” has the meaning set out in paragraph 1.1 of schedule 25 (Business Continuity);

“**Business Continuity Infrastructure**” has the meaning set out in paragraph 2.8(C)(9) of schedule 25 (Business Continuity);

“**Business Continuity Plan**” means the plan to be developed, maintained and updated by the Service Provider in accordance with schedule 25 (Business Continuity);

“Business Continuity Premises” means those Premises from which the Service Provider is to provide Business Continuity Services;

“Business Continuity Services” means the services, including without limitation the Business Continuity Infrastructure, to be provided by the Service Provider in accordance with the Business Continuity Plan and schedule 25 (Business Continuity);

“Business Continuity Testing” means the Testing envisaged under paragraph 3 of schedule 25 (Business Continuity) and paragraphs 8.1(F)(3)(b)(v), 8.1(G)(7) and 9.1(F) of schedule 4 (Testing Regime);

“Business Continuity Test Schedule” means a document, to be developed, maintained and updated by the Service Provider in accordance with schedule 25 (Business Continuity), detailing the dates and times and criteria, processes and procedures of Testing envisaged under paragraph 3 of schedule 25 (Business Continuity);

“Business Operations” or **“BOps”** means the business operations element of the Services as set out in the Statement of Requirements;

“Business Operations Fixed Monthly Capital Charge” has the meaning ascribed to it in paragraph 4.1(C) of schedule 8 (Operational Pricing);

“Business Operations Fixed Monthly Operational Charge” has the meaning ascribed to it in paragraph 4.1(A) of schedule 8 (Operational Pricing);

“Business Operations Systems” means the Service Systems used to provide the Business Operations;

“Capacity” means the maximum processing, input and output volumes, sizing requirements, network bandwidth, Data storage and transfer handling capacity of the Service Systems;

“Capacity Planning” means, subject to clause 20 (As-Built Physical Architecture and Capacity Planning), the process of forecasting, monitoring, calculating, planning and implementing the Service Systems or any part thereof in order to analyse current, and to predict the future, Capacity requirements and to provide suitable Hardware, Software and System availability for the demands of the Service Systems from time to time including,

without limitation, taking into account Good Industry Practice, previous experience, and any applicable benchmarks;

“**Capacity Plans**” means the Draft Capacity Plans and/or the Agreed Capacity Plans, as appropriate;

“**CAPEX Plan**” has the meaning ascribed to it in paragraph 7.1 of schedule 3 (Milestones and Deliverables);

“**Carnet**” means a set of prepaid Usage Products that are not assigned to a particular Charging Day and which are subsequently consumed by the detection of the relevant registered Vehicle(s) within a Charging Zone;

“**Case File**” means a file which includes the Condition Report, evidential photographs and other documents relating to a Vehicle that has been clamped and / or removed;

“**CC Charging Day**” means a Charging Day of the Congestion Charging Scheme;

“**Central Document Management Repository**” means the enterprise document management system provided by the Service Provider as part of the Core IT Services;

“**Central London Congestion Charging Scheme**” or “**CLoCCS**” means the Congestion Charging Scheme but not including the Western Extension Zone;

“**Central MIS Repository**” means a centralised Data store used to hold all Management Information and to be provided by the Service Provider as part of the Core IT Services;

“**Certification Authority**” or “**CA**” means an entity which issues Digital Certificates for use by other parties;

“**Challenge Pack**” means a collection of relevant documents and statements prepared to support a legal challenge made against a PCN or enforcement action that may be provided to a Customer and/or a court;

“**Change**” means any change to the Services (or the scope thereof or to the manner in which they are provided) or to any of the terms of this Agreement pursuant to the Change Control Request Procedure. For the avoidance of doubt an Internal Change shall not constitute or be deemed to be a Change;

“Change Authorisation” means a notice issued by TfL in accordance with schedule 9 (Change Control Request Procedure) authorising the Service Provider to proceed with a Change;

“Change Control Request” or **“CCR”** means a written request, raised by TfL or the Service Provider in accordance with schedule 9 (Change Control Request Procedure), in relation to a proposed Change;

“Change Control Request Procedure” means the procedures set out in schedule 9 (Change Control Request Procedure);

“Change in Law” means any:

- (A) amendment, alteration or modification to or repeal of existing Law (including but not limited to any Scheme Order) (or any elements thereof);
- (B) introduction of any new Law (including but not limited to a Scheme Order) (or any elements thereof);
- (C) judgment of a competent court which changes a binding precedent or the interpretation of any relevant Legislation;
- (D) the suspension of any Scheme Order; or
- (E) the introduction of or amendment to any TfL policy, instruction or guidance on any matters relevant to the operation and/or administration of one or more Schemes,

which takes effect after the Effective Date;

“Change Log” means the centralised electronic tool used to record and manage all Changes;

“Change Management” means the process of controlling changes to Systems or to any aspect of the Services in a controlled manner, enabling approved changes to be implemented with minimum disruption;

“Change of Control” means any event where any person, whether acting alone or with others and whether on their own account or for or through one or more Third Parties:

- (A) acquires control (as defined in Section 416 of the Income and Corporation Taxes Act 1988) of the Service Provider or a Guarantor or Shareholder; or
- (B) in the case of a Service Provider or Guarantor or Shareholder which is subject to the Take-over Code, increases its or their interest in the relevant share capital (as defined in Section 198(2) of the Companies Act 1985) such that that person or group of persons would be obliged to make an offer for the Service Provider or Guarantor or Shareholder under Rule 9 of the Take-over Code or would be so obliged, but for any “whitewash” carried out pursuant to the notes on Dispensations from Rule 9 of the Take-over Code,

and for the purposes of this definition, the “Service Provider”, “Guarantor” and “Shareholder” includes the Service Provider, Guarantor or Shareholder (as appropriate) and each body corporate which is from time to time directly or indirectly its holding company (as defined in Section 736 of the Companies Act 1985);

“Change of Ownership” means any material change to the ownership of any shareholding in the Service Provider or a Guarantor or Shareholder (that carries the right to vote in general meetings of the shareholders of the Service Provider or a Guarantor or Shareholder), and a change in the ownership is material if it is either:

- (A) a change of 10% or more of the Service Provider’s or Guarantor’s issued share capital during the duration of the Agreement; or
- (B) the acquisition or divestment of 10% or more of the Shareholder’s issued share capital by any one shareholder, whether undertaken in a single transaction or series of transactions;

“Change Resource Allocation” means the minimum number of days each year at each resource level for which TfL shall pay the Service Provider for the scoping, preparation and production of Impact Assessments for changes, set out in schedule 9, Annex G, Table 2;

“Change Resource Allocation Charge” has the meaning ascribed to it in paragraph 2 of schedule 8 (Operational Pricing);

“Charge” means a Charge Payment;

“Charge Certificate” means a notice served under regulation 17(1) of the Road User Charging (Enforcement and Adjudication) (London) Regulations 2001 on a Registered Keeper / Person Liable of a Vehicle who has failed to pay a Penalty Charge within the time allowed;

“Charge Payment” means each (or any) of:

- (A) a Congestion Charge Payment;
- (B) a LEZ Charge Payment; or
- (C) any other charge payment which permits a Vehicle which does not qualify for an Exemption or a 100% Discount to be in a Charging Zone during Charging Hours without incurring a Penalty Charge;

“Charge Point” means a roadside location made up of a set of Detection Units;

“Charge Product Types” means the types of Products that are available for a Customer to purchase in relation to a Scheme, e.g. CC daily, CC monthly residents, TGB daily, CC alternative fuel monthly;

“Charge Type” means the logical type of a Chargeable Item, encapsulating all attributes which are not instance-specific;

“Chargeable Item” or **“CI”** means a record of an event which is chargeable under a specific Scheme;

“Charging Day” means a day on which one or more Schemes requires Customers to pay to enter the Charging Zone;

“Charging Evidence” means the evidence that indicates that a Payment Account shall be debited by the Service Provider with a Charge Payment;

“Charging Hours” means the hours on a Charging Day during which a payment is required in relation to Vehicles travelling or parked within the Charging Zone, as defined in the relevant Scheme Order;

“Charging Image” means the Image(s) that, where applicable, form part of the Charging Evidence;

“**Charging Period**” means a period of time during which Chargeable Items are settled;

“**Charging Rules Engine**” means those Systems provided as part of the Core IT Services which embody the charging policies relating to the Schemes and which determine what Charges have been incurred and whether correct payment in respect of such Charges has been received;

“**Charging Zone**” or “**CZ**” means the area within which persons are liable to pay a Charge Payment to travel or park designated Vehicles on designated roads at designated times, as defined in the relevant Scheme Order;

“**Charter Mark**” means the “Charter Mark”, the UK Government's national standard for excellence in customer service;

“**Claim**” means the request for Reimbursement of Charge Payment(s) made by a Reimbursement Partner;

“**Clamp and Removal**” means the action taken by the On Street Enforcement Service Provider against a Persistent Evader and “**Clamp**” and “**Remove**” shall have the corresponding meanings;

“**Cloned Vehicle**” or “**Clone**” means a Vehicle displaying the VRM of another Vehicle registered with the DVLA and of identical, or near-identical, make and/or model and/or colour to that of the registered Vehicle;

“**Collection Accounts**” has the meaning ascribed to it in paragraph 1.1 of schedule 32 (Revenue Collection and Payment);

“**Collective Obligations**” means the provisions of any collective bargaining agreement, recognition agreement, partnership agreement or workforce agreement, or any codes, regulations or legislative obligations relating to the need to inform or consult or both with the Service Provider Personnel or other individuals or their appropriate representatives (including any trade union representatives);

“**Colour Contextual**” means a colour image that shows a Vehicle and its surroundings sufficient to confirm the geographical location of that Vehicle;

“**Commercial Off-The-Shelf**” or “**COTS**” means Software or Hardware products that are ready-made and available for sale to the general public;

“**Communication Plan**” has the meaning ascribed to it in paragraph 19 of schedule 3 (Milestones and Deliverables);

“**Communication Zone**” means a zone within which a signal from a Detection Device can be detected via a Detection Unit;

“**Communications Provider**” means any Third Party providing communications services to TfL in relation to the Schemes or any part thereof and as may be notified by TfL to the Service Provider from time to time;

“**Compensation Event**” means a breach by TfL of its obligations under this Agreement;

“**Complaint**” means a complaint by a Customer received by the Service Provider (or a relevant Sub-Contractor) via any channel;

“**Condition Report**” means a report produced by the OSE Service Provider which attests to the condition of a Vehicle before it was clamped or removed and the condition of the Vehicle immediately following the unloading at the Pound;

“**Confidence Check**” means a sample check of the Manual Checked images;

“**Confidence Level (DE)**” means the relative confidence level assigned to a Detection Event by the Detection and Enforcement Infrastructure Service Provider;

“**Confidence Level (VUR)**” means an absolute confidence level assigned to a Vehicle Usage Record by the Core IT Services, taking into account all known facts and relevant historical performance, which represents the probability that the VRM on a particular Vehicle Usage Record is accurate;

“**Configuration Control**” means the process of controlling and documenting all changes to Hardware, Software, Systems and Interfaces such that the configuration state is known and documented at all times, in accordance with the configuration management discipline specified in ITIL;

“**Configuration File**” means a file containing only configuration item settings;

“**Confirmed**” means, in relation to the purchase of a Product, a Purchased Product which has been fully paid for, and is thus confirmed as having been made by or on behalf of a Customer;

“Congestion Charge Payment” means the payment that permits a Vehicle, which does not qualify for an exemption or 100% discount, to be within the Congestion Charging Zone during Charging Hours without incurring a Penalty Charge;

“Congestion Charging” or **“CC”** see Congestion Charging Scheme;

“Congestion Charging Scheme” means the congestion charging scheme for London as set out or referred to in the Congestion Charging Scheme Order as amended from time to time and any implementation of such scheme, and **“Congestion Charging”** shall have the corresponding meaning;

“Congestion Charging Scheme Order” means the Greater London (Central Zone) Congestion Charging Order 2004 made by TfL on 30 September 2004 and confirmed with modifications by the Mayor on 27 October 2004, as such order may, subject to confirmation by the Mayor, be modified from time to time;

“Congestion Charging Zone” or **“CCZ”** means the Charging Zone relating to the Congestion Charging Scheme;

“Connected Party” means a Third Party to whose Systems an Interface from or to the Service Systems connects, as specified in the Statement of Requirements or as TfL may otherwise notify to the Service Provider from time to time;

“Connected System” means a Third Party’s Hardware, Software or System which is or are electronically linked to the Service Systems, either continuously or from time to time, by virtue of either a physical connection or a logical interface;

“Contact Centre(s)” means the customer service centre(s) through which the Service Provider interfaces with Customers and which handles, inter alia, Enquiries, Complaints, Charge Payments and payments of Penalty Charges by telephone (including IVR), SMS, minicom, post, fax, Web and/or by email;

“Continuous Service Breach” means the value of Service Failure Deductions which would, but for the application of the Service Failure Deduction Cap, be at least thirty per cent (30%) of the Monthly Operational Charge in three (3) or more consecutive Months;

“Contract” means this Agreement;

“**Contract Manager**” has the meaning ascribed to it in paragraph 2.1 of schedule 10 (Contract Management and Reporting);

“**Contravention**” means a Contravention Candidate in respect of which the Service Provider has confirmed, through a Manual Check, that the Vehicle image corresponds to the make, model and colour details supplied by the DVLA in respect of the VRM for that Vehicle;

“**Contravention Candidate**”, or “**CC**” where the context requires, means Vehicle Data captured and interpreted by the Detection and Enforcement Infrastructure Service Provider identifying the Vehicle as being within a Charging Zone during Charging Hours for which the Core IT Systems cannot identify a valid Charge Payment, Exemption or 100% Discount for the time of capture (and such Charge Payment, Exemption or 100% Discount could no longer be made or obtained), but in respect of which the Service Provider has not yet performed a Manual Check;

“**Contravention Candidate Pack**” or “**Contravention Record**” means the full collection of information which is submitted to the Enforcement Operations Systems by the Core IT Systems in respect of each Contravention Candidate that has been identified, including but not limited to the VRM, Contravention details and Registered Keeper/Person Liable details where available;

“**Contravention Record**” means a Contravention Candidate Pack;

“**Contravention Type**” means the relevant type of Contravention committed by a person in relation to a Scheme;

“**Contravention Validation and Verification Checking**” or “**CVVC**” means the process by which Contravention Records are checked and validated in order to determine whether a Penalty Charge will be raised;

“**Control**” means that a person possesses directly or indirectly the power to direct or cause the direction of the management and policies of the other person, whether through the ownership of voting shares, by contract or otherwise and “**Controls**” and “**Controlled**” will be interpreted accordingly;

“**Convenience Card**” means a card issued to registered Customers which holds that Customer’s VRM and Customer Data;

“**Cordon Charge**” means a Charge Payment in relation to a Cordon Style Scheme;

“**Cordon Style**” means, in relation to a Scheme, a Scheme that applies charges for the crossing of a boundary (cordon) by a Vehicle at a point in time (whether or not such cordon defines a closed area) and in respect of which one Chargeable Item is raised for each crossing, and the Charge Type may be dependent upon a number of factors, including the direction in which the vehicle crossed the cordon and/or the time of usage;

“**Core Data**” means the Customer Data held on the Core IT Systems, including for example, personal details, bank account details, Vehicle details, transaction details, direct marketing preferences, Detection Events, Images and Systems status logs;

“**Core Data Store**” means the persistent databases on the Core IT Systems which store Core Data;

“**Core Interface**” means the part of the Service Systems Interfaces to be developed and built by the Service Provider to enable the Business Operations Systems and Enforcement Operations Systems to interface with the Core IT Systems;

“**Core IT**” see “**Core IT Services**”;

“**Core IT Fixed Monthly Operational Charge**” has the meaning ascribed to it in paragraph 3.1 of schedule 8 (Operational Pricing);

“**Core IT Services**”, “**Core Operations**” or “**COps**” means the core IT element of the Services as set out in the Statement of Requirements;

“**Core IT Systems**” means the Service Systems used to provide the Core IT Services;

“**Customer**” means any person (including, for the avoidance of doubt, any Organisation) who will make or has made a valid Charge Payment, or any person who has incurred a Penalty Charge, makes enquiries in relation to any aspect of a Scheme or who otherwise interfaces with a Scheme;

“**Customer Communication**” means a record of any communication between the Service Provider and a Customer by any method including but not limited to written correspondence, emails and telephone communications;

“**Customer Data**” means any Data relating to a Customer held on the Service Systems, including but not limited to the Customer’s details and Detection Event Data and Systems status Data records for that Customer;

“**Customer Interfaces**” means processes, procedures or methods which provide access, functionality, interaction, inputs or outputs between a Customer and the Service Provider (or by or on behalf of the Service Provider for TfL or an Other Service Provider in connection with the Services), including without limitation: (i) any graphical, textual and auditory presentation or control sequences for Software; (ii) any Systems, communication path or other modality; (iii) any Software or Hardware functionality, settings or configurations or other modes; or (iv) relevant Software, Hardware and Systems;

“**Customer Record**” means an electronic record of a Customer’s details;

“**Customer Service Representative**” or “**CSR**” means a representative of the Service Provider who interacts with Customers through the Contact Centre(s);

“**Cutover**” means the process or event of transferring the implementation of the Schemes from one set of Hardware, Software and Systems to another, including but not limited to the transfer from the Incumbent Service Provider to the Service Provider and any transfer involved in moving from one Release to another during the term of this Agreement;

“**Cutover Plan**” has the meaning ascribed to it in paragraph 25.1 of schedule 3 (Milestones and Deliverables);

“**Data**” means data, text, drawings, diagrams, maps, process models, forecast volumes, photographic images or sounds (together with any database made up of any of the foregoing) which are embodied in any electronic or tangible medium including without limitation Personal Data;

“**Data Feeds**” means the Software, Hardware, Systems, processes, procedures or methods used to transmit, transfer or otherwise provide Data in connection with the Services;

“**Data Migration**” means the migration of Data envisaged under clause 9.2 (Implementation Plan and Migration) and under the Migration Documents;

“Data Migration Report” has the meaning ascribed to it in paragraph 17.1 of schedule 3 (Milestones and Deliverables);

“Data Migration Testing” means the Testing envisaged under paragraph 8.1(E) of schedule 4 (Testing Regime);

“Data Privacy Policy” means the Service Provider’s policy on the collection, storage and associated activities relating to Data which is provided to it by Customers, in accordance with the requirements of the Data Protection Act;

“Data Processing” has the meaning given to it under the Data Protection Act;

“Data Processor” has the meaning given to it under the Data Protection Act;

“Data Protection” or **“DP”** means the security and protection of Personal Data against unlawful and unauthorised use and the processing of Personal Data in accordance with the Data Protection principles as required in the Data Protection Act 1998 and under any other Data Protection Laws;

“Data Protection Act” or **“DPA”** means the Data Protection Act 1998 and any subordinate legislation made under the Act from time to time, and any guidance issued by the Information Commissioner in relation to such legislation;

“Data Protection Laws” means the Data Protection Act and any regulations or instruments thereunder, and of Directives 95/46/EC and 97/66/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the Directive on Privacy and Electronic Communications (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all other applicable Laws relating to the processing of personal data and privacy;

“Data Protection Notice” means TfL’s notice to Customers to inform them, at the point of Data capture, about the processing of their Personal Data for the purposes of the Schemes, as required by the first principle of the Data Protection Act 1998;

“Data Quality Analysis” means an analysis of the completeness, correctness and integrity of Data;

“Data Quality Analysis Report” has the meaning ascribed to it in paragraph 9.1 of schedule 3 (Milestones and Deliverables);

“Data Retention Policy” means TfL’s policy for retention of data as set out in the Statement of Requirements;

“Data Store” means the persistent storage area used by the Service Provider within the Core IT Systems, which includes WORM and rewritable media;

“Data Subject” has the meaning given to it under the Data Protection Act;

“Data Type” means a Data type as defined in part 1 of appendix 41 (Interface Specification) to the Statement of Requirements;

“Date Compliant” means:

(A) that use and functionality, and the ability to express and calculate data in accordance with dates and times, are unaffected by changes in dates, including year changes and leap years; and

(B) that data will be expressed in the format dd/mm/yyyy;

“day” means a twenty-four (24) hour period beginning at 00:00:00 and ending at 23:59:59;

“Debit Request” means a request to debit money from a Payment Account;

“Debt Registration” means the process of registering debts for unpaid PCNs for Schemes with the Traffic Enforcement Centre (TEC) against Registered Keepers / Persons Liable of Vehicles who are registered in England and Wales;

“Declined” means, in relation to a purchase of a Product, a Declined Purchase;

“Declined Payments” means payments that are rejected by a relevant merchant acquirer, the relevant issuing bank or other relevant financial institution or company, as appropriate;

“Declined Purchase” means the purchase of a Product which was recorded as a Pending Purchase, but whose associated Payment was subsequently refused by the payee or his agent;

“Dedicated Short Range Communications” or **“DSRC”** means a short to medium range wireless protocol specifically designed for automotive use and which offers communication between a Vehicle and roadside equipment;

“**Delay Plan**” means the plan specified in clause 16.3 (Delay);

“**Deletion Log**” means a log where records of deleted Data are stored by the Service Provider in accordance with the Data Retention Policy;

“**Deliverables**” means the Documentation, plans, maps, papers, items of software and other materials that are deliverable at a Milestone Date in accordance with schedule 3 (Milestones and Deliverables) and the Implementation Plan, or any other tangible item that the Service Provider is required to provide as part of the Services or as a result of the Change Control Request Procedure;

“**Deploy**” means the process of installing a Software Release into an Environment, including the commissioning of Hardware, the copying of Software onto the Hardware and the training of personnel in associated processes;

“**Design Documents**” means the Service Provider’s Solution, the Process Definition Deliverable, Functional Requirements, the Service Provider High Level Design, the Detailed Design and the Infrastructure Design;

“**Design Services**” means the services to be provided by the Service Provider in designing the Service Systems and the processes and procedures the Service Provider deems necessary to deliver the Services in accordance with this Agreement;

“**Detailed Design**” has the meaning ascribed to it in paragraph 16.1 of schedule 3 (Milestones and Deliverables);

“**Detailed Milestone Achievement Criteria**” has the meaning ascribed to it in paragraph 31.1 of schedule 3 (Milestones and Deliverables);

“**Detection and Enforcement Infrastructure**” or “**D&EI**” means such Hardware, Software or Systems (or part thereof) provided by or on behalf of the Detection and Enforcement Infrastructure Service Provider which relate to the provision of Detection and Enforcement Infrastructure Services;

“**Detection and Enforcement Infrastructure Service Provider**” means the Third Party provider or providers of any or all Detection and Enforcement Infrastructure Services from time to time and as may be notified to the Service Provider by TfL from time to time;

“Detection and Enforcement Infrastructure Services” means all enforcement infrastructure services relating to the Schemes or any part thereof which are provided by one or more Third Parties from time to time;

“Detection Device” means a device fitted to a Vehicle to aid remote detection of that Vehicle by a Detection Unit;

“Detection Event” or **“DE”** means the detection of a Usage Event by a specific Detection Unit;

“Detection Unit” means a physical item that is capable of detecting the presence of a Vehicle within a given location and of identifying that Vehicle (either directly or indirectly);

“Development Methodology” means the documented collection of policies, processes and procedures used by a development team or organisation to practice Software engineering;

“Development Tool” means an item of Software, or a collection of items of Software, which is used to produce Software, including the modification of editable content (including Source Code) and the conversion of editable content into a Software Release;

“Digital Certificate” means a certificate which uses a digital signature to bind together a public key with an identity, for example information such as the name and address of a person or an organisation, and which can be used to verify that a public key belongs to a specified person or organisation;

“Diplomatic Vehicle” means a Vehicle with a VRM that is included on the list of diplomatic Vehicles provided by the Foreign & Commonwealth Office;

“Directory Service” means a software application (or set of applications) that:

- (A) stores and organises information about the users and shared resources of a computer network, and that allows network administrators to manage users’ access to the shared resources; and
- (B) acts as an abstraction layer between users and shared resources;

“Discount” means the status associated with a Customer or Vehicle which means that such Customer or Vehicle is eligible for a discount from Charge Payments;

“Discount Eligibility Certificate” means the certificate provided upon successful Discount registration which proves a Customer’s eligibility for a Discount;

“Discount Registration Charge” means an annual charge payable by a Customer to register a Vehicle for a Discount;

“Discounted Customer” means a Customer who has registered for a Discount in relation to a Scheme;

“Discounted Vehicle” means a Vehicle which is registered for a Discount for the relevant Scheme(s) and, where applicable to the relevant Scheme(s), is recorded on a Discount Eligibility Certificate;

“Discrimination Legislation” means the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Act 1995, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Age) Regulations 2006 and any discrimination Laws in force from time to time;

“Dispute Resolution Procedure” means the procedure set out in clause 91 (Dispute Resolution);

“Diversity Infraction” means any breach by the Service Provider of any of its obligations under paragraphs 1 to 7 of schedule 24 (Equality and Diversity) and/or any failure by a Sub-Contractor to adopt and implement an equality policy, a diversity training plan and/or a supplier diversity plan as described in paragraphs 2 to 4 of schedule 24 (Equality and Diversity);

“Document” means inbound and outbound postal correspondence including, but not limited to registration documents, cheques, other Payments and Images, e-mails, web forms and faxes received and sent by the Service Provider;

“Document Management System” means the Software and Systems by which the Service Provider provides functionality to index, facilitate searching against various criteria, retrieve document on demand, electronically scan and store in a non-proprietary format all inbound documents according to their type, and which interfaces with both the Workflow System and Fulfilment to enable document management;

“Documentation” means the instructional and/or operational manuals relating to the Services and the Service Systems and any other documentation which is to be developed by the Service Provider in accordance with this Agreement or which is otherwise necessary for understanding or providing the Services including without limitation high level designs and design statements in respect of Software;

“Documentation List” has the meaning ascribed to it in paragraph 23.1 of schedule 3 (Milestones and Deliverables);

“Draft Capacity Plans” has the meaning ascribed to it in clause 20.3 (As-Built Physical Architecture and Capacity Planning);

“Draft Maintenance Plans” has the meaning ascribed to it in clause 23.3 (Systems, Support and Maintenance);

“Driver and Vehicle Licensing Agency” or **“DVLA”** means the Driver and Vehicle Licensing Agency, an executive agency of the Department for Transport responsible for maintaining registers of vehicles and drivers for law enforcement and taxation purposes, or the equivalent in any jurisdiction outside the United Kingdom, and their respective successors from time to time;

“Driver and Vehicle Licensing Northern Ireland” or **“DVLNI”** means Driver and Vehicle Licensing Northern Ireland, an executive agency of the Department of the Environment in Northern Ireland;

“EFC Context Mark” means the electronic collection fee “ContractProvider” identifier;

“Effective Date” means the date of execution of this Agreement;

“Electronic Transaction Record” or **“ETR”** means an electronic record of each transaction carried out in providing the Services;

“Emergency Change” means a change which if not implemented would result in, or is required to avoid or mitigate:

- (A) loss of the Services;
- (B) material loss of revenue due or owed to TfL;

(C) the immediate risk of death or personal injury to any person; and/or

(D) an immediate material risk:

(1) to the integrity of the Scheme; and/or

(2) of loss of or damage to property;

“Emergency Situation” has the meaning ascribed to it in paragraph 10.2 of schedule 9 (Change Control Request Procedure);

“Emissions Based Discount” means a Discount based on Vehicle VED band, level of CO₂ emissions and/or European emission standards;

“Emissions Related Charging” or **“ERC”** means, in relation to a Scheme, the application of variations in the price of Charge Payments according to vehicle emissions, including Discounts and surcharges;

“Enforcement” means the measures taken against a Customer who has failed to pay a Charge Payment when due, as detailed in the business rules applicable to the relevant Scheme;

“Enforcement Action” means any individual action taken with respect to Enforcement of the Schemes;

“Enforcement Interface” means the part of the Service Systems Interface to be developed by the Service Provider in accordance with this Agreement to enable the Enforcement Operations Systems to interface with the Core IT Systems;

“Enforcement Notice” means any enforcement notice to be issued by the Service Provider as part of the Services including but not limited to: a Penalty Charge Notice, Charge Certificate, Warrant of Execution and/or Order for Recovery;

“Enforcement Operations” or **“EOps”** means the enforcement operations element of the Services as set out in the Statement of Requirements;

“Enforcement Operations Fixed Monthly Capital Charge” has the meaning ascribed to it in paragraph 4.1(D) of schedule 8 (Operational Pricing);

“Enforcement Operations Fixed Monthly Operational Charge” has the meaning ascribed to it in paragraph 4.1(B) of schedule 8 (Operational Pricing);

“Enforcement Operations Systems” means the Service Systems used to provide the Enforcement Operations;

“Enforcement Process” means the process whereby those Customers who have not complied with a Scheme’s rules are identified and a Penalty Charge raised and progressed through the appropriate stages until it is recovered, cancelled or written off;

“Enquiry” means a Customer request for information or a Data search and retrieval through any channel;

“Enterprise Service Bus” or **“ESB”** means a Software architecture construct, implemented by technologies found in a category of middleware infrastructure products usually based on Web services standards, that provides foundational services for more complex service-oriented architectures via an event-driven and XML-based messaging engine;

“Entry or Exit of Area” means a Charge Payment that permits a Vehicle to cross a clearly marked boundary during the Charging Hours of a Scheme (as defined within the relevant Scheme Order) without incurring a Penalty Charge;

“Environment” means all Software, Hardware, Premises or other features, functions and facilities and Personnel necessary or desirable to carry out the relevant Services or other relevant activity (including without limitation Testing);

“Environmental Information Regulations” means the Environmental Information Regulations 2004, which implement European Directive 2003/4/EC on public access to environmental information, guidance from the Information Commissioner or the Department for the Environment, Food, and Rural Affairs in relation to the same, and any amendment to or successor to those regulations or guidance;

“Equality and Inclusion” means the equal treatment between people and equal access to transport services irrespective of gender, race, disability, faith/religious belief, sexual orientation, and age;

“Equipment Layouts” means a plan or plans specifying where Hardware or Systems used by the Service Provider in the provision of the Services is or are to be sited, including but not limited to floor plans and, where deployed, equipment rack layouts;

“Error” means a fault or error found in the Software, Hardware or Systems used in the Service Systems during Testing or during provision of the Operational Services arising:

- (A) from any failure to meet the Specification;
- (B) as a result of any misinstructions, inaccuracy, incompleteness or “out of date” in connection with Documentation, Deliverables or other instructions of the Service Provider or Subcontractors; or
- (C) because the relevant Software, Hardware or equipment is not Fit for Purpose;

“Escrow Software” means Software comprised in the Licensed Materials that will be placed in escrow in accordance with clause 54 (Source Code), being the Software referred to in the Escrow Software List;

“Escrow Software List” means the Software referred to in schedule 29 (Escrow Software) as at the Effective Date and thereafter the Software referred to in the list provided by the Service Provider pursuant to clause 54.8 (Source Code);

“Euro” means the currency adopted by the European Union for the purposes of European monetary union;

“Euro Compliant” means that the Service Systems:

- (A) have the ability accurately to recognise, manage, accommodate and manipulate monetary figures expressed in Euro, and accurately to convert Data for this purpose (including by way of triangulation);
- (B) will comply with all legal requirements applicable to the Euro, such as the rules on conversion and rounding set out in Article 235 of the European Treaty of Maastricht (7 February 1992) and European Union Council Regulation (EC) Number 1103/97; and

(C) in their look and feel, are capable of displaying and printing (and incorporating in all relevant screen layouts) all symbols and codes adopted by the European Union in relation to the Euro;

“European Debt Recovery Agency” or “EDRA” means the agency responsible for collection of outstanding Penalty Charges in respect of Vehicles not registered in the UK;

“Euro Standards” means the European emission standards;

“Evaluation” means the evaluation of bidder’s responses to the procurement of the Services by TfL;

“Evidential Images” means the Images of the potential Contravention produced by the Core IT Systems as part of an Evidential Record, comprising, for example, a Mono Platepatch, a Mono Contextual, a Colour Contextual and a before and after Colour Contextual image recorded 0.25 seconds before and after a Contravention;

“Evidential Integrity” means the state whereby there is assurance, sufficient to satisfy any judicial assessment, that Evidential Records have been correctly and lawfully generated and have not undergone unauthorised amendment or been otherwise tampered with since their creation;

“Evidential Record” or “ER” means the Images and Data relating to a potential contravention by a person of relevant Laws in relation to a Scheme, which prove that a Vehicle was within a Charging Zone at a given time and a given place;

“Evidential Record Deletion Log” means a log where records of deleted Evidential Records are stored in accordance with the Data Retention Policy;

“Evidential Record Number” means the unique identifier for each Evidential Record;

“Evidential Stores” means the Intermediary Evidential Store and the Permanent Evidential Store;

“Evidential Strategy” has the meaning ascribed to it in paragraph 13.1 of schedule 3 (Milestones and Deliverables);

“Excess Profits” has the meaning ascribed to it in paragraph 2.4 of schedule 23 (Gainsharing);

“Excluded COTS Hardware” means Hardware provided or used in connection with the provision of Core IT or comprised or to be comprised in the Service Systems Interfaces, and which in either case is Commercial Off-The-Shelf;

“Excluded COTS Software” means Software provided or used in connection with the provision of Core IT or comprised or to be comprised in the Service Systems Interfaces which in either case is Commercial Off-The-Shelf and:

- (A) expressly set out in the columns headed as COTS in the IP registers contained in section 27 of the Service Provider’s Solution; or
- (B) expressly agreed in writing by the Parties pursuant to clause 52.2 (General Provisions Relating to Intellectual Property Rights) as being Excluded COTS Software; or
- (C) otherwise expressly agreed in writing by the Parties pursuant to the Change Control Request Procedure as not being part of the TfL Materials;

“Exclusion List” or **“E List”** means a list of VRMs which are excluded from a specific Scheme;

“Exempt” means the status attached to a particular Vehicle that denotes that such Vehicle is entitled to an exemption from Charge Payments under the terms of the relevant Scheme Order and **“Exemption”** shall have the corresponding meaning;

“Exit Plan” has the meaning ascribed to it in paragraph 3.1 of schedule 16 (Exit Plan);

“Exit Strategy” has the meaning ascribed to it in paragraph 2.1 of schedule 16 (Exit Plan);

“Exit Team” has the meaning ascribed to it in paragraph 14.2 of schedule 16 (Exit Plan);

“Expert” has the meaning ascribed to it in clause 91.1 (Dispute Resolution);

“Expiry Date” means the date on which this Agreement terminates by effluxion of time in accordance with clause 2 (Duration);

“Extended Central London Congestion Charging Scheme” or **“eCLoCCS”** means the CLoCCS, as extended by the addition of the Western Extension Zone;

“Extended Term” has the meaning ascribed to it in clause 2.2 (Duration);

“**Extranet**” means the web-based account System facility that enables Fleet Operators, Reimbursement Partners and Selected Partners to manage their account details and Vehicle lists;

“**Fat Client Access**” means a client-server architecture in which the client performs the bulk of data processing;

“**Financial Manager**” means the member of Key Personnel referred to as the same in schedule 11 (Key Personnel);

“**Financial Model**” means the Service Provider's financial model attached at Annex A of schedule 7 (Charging);

“**Financial Reports**” has the meaning ascribed to it in paragraph 7.1 of schedule 10 (Contract Management and Reporting);

“**Financial Statements**” means the audited profit and loss, balance sheet and cashflow statements including notes of the Service Provider, which must be made up to the same financial year end as each Guarantor's and each Shareholder's and published no later than each Guarantor's and each Shareholder's;

“**Financial Year**” means the calendar year (or such lesser or greater period) for which the audited published accounts of the Service Provider are prepared;

“**Firmware**” means computer instructions that are permanently imbedded in the circuitry, usually in a ROM chip;

“**Fit for Purpose**”:

- (A) in the case of Hardware, Software, Systems or Interfaces, means that the Hardware, Software, Systems or Interfaces deliver the functionality for the intended use, as envisaged by performance criteria and other requirements of this Agreement; and
- (B) in the case of Documentation and any other Deliverables not referred to in (A) above, means that the relevant Documentation or Deliverables:
 - (1) are complete taking into account the stage of the implementation of the Services (or during the Operational Phase the stage reached in the implementation of any Change);

- (2) meet any criteria or requirements relevant to the Documentation or Deliverables and set out in the Agreement;
- (3) are comprehensible to someone with the knowledge and skills of the intended audience;
- (4) reflect Good Industry Practice;
- (5) are consistent with any physical or actual assets or processes that they describe;
- (6) reflect any relevant agreements between TfL and the Service Provider in respect of the Services; and
- (7) take account of TfL's reasonable comments following prior review unless otherwise agreed between the parties;

"Fleet" means the Vehicles registered for a Scheme by a Fleet Operator;

"Fleet Account" means an Automated Payment account held by qualifying Organisations which allows that Organisation to manage payment of Charge Payments in respect of a Fleet;

"Fleet Annual Charge" means the annual Administration Charge for Vehicles which form part of a Fleet;

"Fleet Operator" means an Organisation registered for a Fleet Account;

"FOI Legislation" means the Freedom of Information Act 2000, any subordinate legislation made under that Act from time to time, the Environmental Information Regulations 2004, the Re-Use of Public Sector Information Regulations 2005, and any guidance given by the Information Commissioner, the Office of Public Sector Information, the Department for Constitutional Affairs and/or the Department for Environment, Food and Rural Affairs, and any amendment to or successors of such legislation or guidance;

"Force Majeure Event" means the occurrence after the Effective Date of:

- (A) war, civil war, armed conflict or terrorism;

(B) nuclear, chemical or biological contamination (unless the source or cause of the contamination is the result of the actions of the Party seeking to rely on the Force Majeure Event or any of its Personnel); or

(C) pressure waves caused by devices travelling at supersonic speeds,

which directly causes either Party to be unable to comply with all or a material part of its obligations under this Agreement;

“Free Route Journey” means a journey which is exempt from being subject to a Charge Payment under the rules of a Scheme;

“Freedom of Information Act” or **“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, any guidance given by the Information Commissioner, the Department for Constitutional Affairs and/or the Department for Environment, Food and Rural Affairs in relation to such legislation, and any amendment to or successor of such legislation or guidance;

“Frequently Asked Questions” or **“FAQ”** means the list of questions and associated answers available for Customer Service Representatives and made accessible to Customers in relation to any particular Scheme;

“Fulfilment” means the completion of an outbound correspondence item generated by the Service Provider, including but not limited to printing, packaging, posting (for letters) and faxing;

“Full Support” means that all elements of the Service Systems are fully supported by the Service Provider and shall include but not be limited to:

(A) General:

- (1) telephone assistance and on-site assistance for the resolution of problems;
- (2) backporting of fixes for any Service Issues or Errors to the version of the relevant Hardware and Software in use on the Service Systems;
- (3) support with upgrade to current and supported versions of Hardware and/or Software comprising part of the Service Systems;

(4) Error and Service Issue correction support including providing workarounds;
and

(5) escalation support and guaranteed response times;

(B) Service Systems Software:

(1) certification and full support for use on the versions of Hardware and Software comprising the Service Systems and with newer IT Systems releases and other supported products; and

(2) issue of patches to resolve Errors and Service Issues;

(C) Hardware and firmware:

(1) full support with the version of operating system hosted on the Hardware comprising the Service Systems; and

(2) the Hardware and Software comprising the Service Systems be scalable to handle increases and decreases in volumes,

together with any other obligations and/or requirements to support or maintain all or any part of the Schemes Systems in accordance with the Statement of Requirements;

“Functional Requirements” has the meaning ascribed to it in paragraph 11.1 of schedule 3 (Milestones and Deliverables);

“Gainsharing” means the mechanism set out in schedule 23 (Gainsharing) for the sharing of Excess Profits of the Service Provider;

“General Change” means any Change other than an Emergency Change, a Mandatory Change, a Merchant Acquirer Change, a Restricted Change, an Internal Change or a Transaction Volume Change;

“Generic Modifications” means a new version or release of or fix to any Excluded COTS Software or Other Excluded Software from time to time which was not developed in the course of providing the Services, in anticipation of entry into this Agreement, or otherwise for the purposes of this Agreement or the Schemes;

“Global Certificate of Registration” means a certificate submitted by the Service Provider to the TEC when it submits a batch of requests for Warrants of Execution and which confirms that:

- (A) twenty one (21) days have elapsed since the service of the registration order;
- (B) full payment has not been made;
- (C) no Statutory Declaration has been filed;
- (D) no time extension has been approved; and
- (E) the Registered Keeper / Person Liable lives in England or Wales;

“Global Exclusion” means a VUR is excluded from all valid Schemes (note that this is not the same as being excluded from each Scheme which happens to be valid, although it has the same net effect);

“Global Navigation Satellite System” or **“GNSS”** means a civilian satellite navigation system used for civil navigation;

“GNSS Record” means a specific type of Detection Event using Data generated through a GNSS;

“Go-Live Date” means in respect of each element of the Service Systems Software, the date on which that Software is first used in a live Production Environment (whether or not actually used by any person) after the successful completion of all relevant Testing in accordance with schedule 4 (Testing Regime);

“Good Industry Practice” or **“GIP”** means in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence, foresight and practice, that would reasonably and ordinarily be expected from a highly skilled and experienced person engaged in the same type of undertaking as that to which each Service relates under the same or similar circumstances to those in which each Service is to be provided;

“Graphical User Interface” or **“GUI”** means a type of user interface for interacting with a computer which employs graphical images and widgets in addition to text to represent the information and actions available to the user;

“**Group**” means, in relation to a person other than a natural person, that person and its Affiliates;

“**Guarantee**” has the meaning ascribed to it in clause 87 (Parent Company Guarantee);

“**Guarantor**” means *[Information Redacted]*;

“**Hand Back Period**” has the meaning ascribed to it in clause 73.4 (Exit Management);

“**Hardware**” means all physical materials associated with electronic processing and the transmission of information including, without limitation, computer equipment, telecommunications equipment (including wide area and local area equipment), chips, chipsets, firmware, fixtures, fittings and peripherals;

“**Hardware Components**” means any physical artefacts of the technology implemented by the Service Provider, as agreed by TfL;

“**Health and Safety**” or “**Health and Safety Legislation**” means all EU Directives or EU Regulations, statutes, or subordinate legislation or civil or common law, all court orders, ordinances, decrees or regulatory codes of practice, circulars, guidance notes and equivalent controls which have as a purpose or effect the protection or prevention of harm to human health, environment or health and safety or compensation for such harm which are binding in relation to the Schemes and/or upon the Service Provider on or before completion of the Schemes;

“**Helpdesk Response**” means a resolution of an enquiry or proposed follow up action and estimated timeline of resolution of an enquiry;

“**High Level Design**” or “**HLD**” means the TfL High Level Design and the Service Provider High Level Design;

“**High Level Implementation Approach**” has the meaning ascribed to it in paragraph 6.1 of schedule 3 (Milestones and Deliverables);

“**Hotlist**” means a list of VRMs accepted during the Manual Check Process, but that have been identified as requiring a different course of action through other processes (such as the Representation process) that follow;

“**Image(s)**” means an optical record of a Usage Event relating to a particular Vehicle;

“Impact Assessment” means the documents of that title, each relating to a proposed Change, as the Service Provider may be required to prepare from time to time in accordance with schedule 9 (Change Control Request Procedure);

“Implementation Phase” means the period from the Effective Date until the Release 2 Commencement Date;

“Implementation Phase Testing” means the Unit Testing, System Testing, System Acceptance Testing, Systems Integration Testing, Data Migration Testing, Technical Proving, Ready for Service Testing, Business Continuity Testing and Regression Testing to be performed during the Implementation Phase as envisaged under paragraph 8 of schedule 4 (Testing Regime);

“Implementation Phase Testing Documents” means all of the documentation set out in paragraph 4 of schedule 4 (Testing Regime);

“Implementation Plan” has the meaning ascribed to it in paragraph 3.4(A) of schedule 3 (Milestones and Deliverables);

“Incentive” or **“Incentive Payment”** means a bonus payable to the Service Provider in accordance with paragraph 2 of schedule 5 (Service Level Agreement);

“Incident” means an event that occurs or is observed during the provision of the Services which causes, or may cause, an adverse impact on the provision or quality of the Services, including Errors, Service Issues, Security Incidents and PI Incidents, and in the case of Testing, where the relevant Test Criteria are not met;

“Incident Log” means the centralised electronic tool used to record all Incidents;

“Incident Report” means a report on any Incidents that occur during the Service Provider's performance of the Services from time to time;

“Inclusion List” or **“I List”** means a list of VRMs which are explicitly subject to the rules of a particular Scheme;

“Incumbent Service Provider” has the meaning ascribed to it in paragraph 10.3 of schedule 3 (Milestones and Deliverables);

“Individual Customer” means a Customer who is an individual person (rather than an Organisation, for example);

“Individual Customer Account” means a specific type of Account to be provided and operated by the Service Provider in relation to Individual Customers;

“Industry Standard Automated System Performance Reports” means such reports as may be Approved by TfL from time to time for the purposes of reporting in accordance with schedule 5 (Service Level Agreement);

“Information” means all records and information obtained, created, collected or held by the Service Provider in relation to this Agreement including, without limitation, TfL Confidential Information;

“Information Commissioner” means the person appointed to regulate and enforce the Data Protection Laws and FOI Legislation;

“Information Request” has the meaning ascribed to it in paragraph 4.1 of schedule 15 (Information Compliance);

“Information Technology” or **“IT”** means the technology for the production, storage, processing and communication of Information using computers and microelectronics;

“Information Technology Security Evaluation Criteria” means the information technology security evaluation criteria published by the Commission of the European Communities from time to time;

“Infrastructure” means Hardware, together with system Software required to support the operation of application Software used to provide the Operational Services and to store, send, receive, process and manage Data;

“Infrastructure Design” has the meaning ascribed to it in paragraph 21.1 of schedule 3 (Milestones and Deliverables);

“Initial Implementation Phase” means the period from the Effective Date to the Release 1 Operational Commencement Date;

“Initial Response” means the documents of that title, each relating to a proposed Change as the Service Provider may be required to prepare from time to time in accordance with schedule 9 (Change Control Request Procedure);

“Initial Security Plan” means the document set out in Annex A to schedule 14 (Security Policy”);

“Initial Term” has the meaning ascribed to it in clause 2.1 (Duration);

“Insolvency Event” means in relation to the Service Provider or a Guarantor:

- (A) the occurrence of any of the following insolvency events in respect of the Service Provider, not being events which have received the prior written approval of TfL:
- (1) any action is taken, or any proceedings are commenced in any court and not withdrawn or struck out within thirty (30) days (provided the Service Provider is taking all necessary steps during such period to have such action or proceedings withdrawn or struck out, as the case may be), for the liquidation, winding up, dissolution or any analogous process of, or for the making of an administration order in relation to, the Service Provider;
 - (2) proposals are formulated for a moratorium or for any other arrangement with creditors generally or any class of creditors of the Service Provider or for any other proceeding or arrangement by which all or any material part of the assets of the Service Provider would be submitted to the control or supervision of a trustee, supervisor, debtor in possession or creditors or any competent court or governmental authority;
 - (3) a trustee, supervisor, administrator, administrative receiver, receiver, manager or similar officer is appointed in respect of the Service Provider or of all or any material part of its assets (or, in the case of an administrator, a party gives notice of its intention to appoint an administrator);
 - (4) all or any material part of the assets of the Service Provider are attached or distrained upon or become subject to any order of court or other process;
 - (5) the Service Provider becomes insolvent or is declared insolvent by a competent court or governmental authority or is unable or admits its inability

to pay its debts as they fall due or suspends or proposes to suspend payment of its debts; or

(6) any other event occurs in any jurisdiction outside England which has an effect equivalent or as nearly as can be equivalent to any of the events described in paragraphs to 1 to 5 of this definition above inclusive;

(B) the occurrence of any of the events set out in paragraph (A) above in relation to a Guarantor save where arrangements acceptable to TfL have been put in place for the provision of a replacement guarantee or guarantees in substitution for the Guarantee provided by such Guarantor;

“Instation” means a component of the Detection and Enforcement Infrastructure in which Data and Evidential Records originating at the Outstations are stored, checked and processed before being transferred to the Core IT Systems;

“Intellectual Property” means patents, rights (registered or unregistered) in designs, trade marks, service marks, applications for any of the foregoing, copyright, database rights, topography rights, utility models, trade or business names, domain names, Moral Right, rights protecting goodwill and reputation, and all rights and forms of protection of a similar nature to any of the foregoing having equivalent effect anywhere in the world;

“Intellectual Property Rights” or **“IPR”** means any rights in or to Intellectual Property;

“Intelligence Led Enforcement” means the requirement applied to a Scheme to cooperate with law enforcement agencies to capture and track any detection Data;

“Interactive Voice Response” or **“IVR”** means an automatic telephone answering system that responds with a menu of choices and allows the Customer to make selections via the keypad, and which may also integrate fax responses;

“Interest Rate” means *[Information Redacted]*;

“Interface Catalogue” means the interface catalogue set out in part 2 of appendix 41 (Interface Specification) to the Statement of Requirements;

“Interfaces” means those interfaces set out in the Interface Catalogue and any other interfaces, processes, procedures or methods which provide access, functionality, interaction, inputs, or outputs, or which otherwise allow Data Feeds, in each case as may

be required from time to time to deliver the Services in accordance with this Agreement including without limitation relevant Software, Hardware and Systems;

“Interface Specification” means the specifications set out in appendix 41 (Interface Specification) to the Statement of Requirements developed by or on behalf of TfL (including without limitation developed or jointly developed by or on behalf of the Service Provider) relating to the Service Systems Interfaces, or such other specifications agreed in writing by the Parties from time to time (including without limitation using the Change Control Request Procedure), and references to such specifications relating to any particular Interface are to the relevant specifications for that Interface;

“Intermediate Evidence Store” or **“IES”** means a temporary Data store at the Detection and Enforcement Infrastructure Service Provider for Evidential Records that have not yet been requested by the Permanent Evidence Store;

“Internal Change” has the meaning ascribed to it in paragraph 3.3 of schedule 9 (Change Control Request Procedure);

“International Organization for Standardization” or **“ISO”** means the industry recognised standards body responsible for ratifying and producing specifications for industry standards;

“Internet Service” has the meaning ascribed to it in paragraph 6, sub-paragraph G.2 of schedule 5 (Service Level Agreement);

“Interoperable Scheme” means those Schemes in relation to which the Service Provider is to provide Services that allow a Customer to manage a single Payment Account and/or fit a single Tag or other form of On-Board Unit to their Vehicle to enable payment and/or detection across several road user charging schemes in the UK and/or abroad;

“In Vehicle Clamping and Removal System” or **“IVCR”** means the system provided by the Service Provider and used by the On Street Enforcement Service Provider for the purpose of identifying, enforcing and progressing Persistent Evaders of the Schemes enforced by the Service Provider;

“Investors in People” means the group responsible for promoting and developing the national Investors in People Standard, which sets out a level of good practice for the training and development of people to achieve business goals;

“Invoice” means a valid and correct invoice prepared and presented for payment by the Service Provider in accordance with TfL's requirements referred to in schedule 7 (Charging);

“ISO17799” means the ISO/IEC 17799:2005 Code of practice for information security management published by the International Organization for Standardization, establishing guidelines and general principles for initiating, implementing, maintaining and improving information security management in organisations;

“Issues Register” has the meaning ascribed to it in paragraph 5.2 of schedule 3 (Milestones and Deliverables);

“IT Change” has the meaning ascribed to it in paragraph 1A of schedule 9 (Change Control Request Procedure);

“IT Change Process” means the process for managing IT Changes as specified in Annex I to schedule 9 (Change Control Request Procedure);

“Joint Change Board” has the meaning ascribed to it in paragraph 4.2 of schedule 9 (Change Control Request Procedure);

“Joint Change Board Members” has the meaning ascribed to it in paragraph 4.2 of schedule 9 (Change Control Request Procedure);

“Key Documents” means:

- (A) the Implementation Plans;
- (B) the Quality Plan;
- (C) Capacity Plans;
- (D) Evidential Strategy;
- (E) the Functional Requirements;
- (F) the Infrastructure Design;
- (G) the Process Definition Deliverable;
- (I) the Exit Plan;

- (J) the Test Strategy;
- (K) the Escrow Software List;
- (L) the Service Provider High Level Design;
- (M) the Business Continuity Plan;
- (N) the Security Plan;
- (O) the Asset Register; and
- (P) such other documents as TfL may expressly in writing designate as “Key Documents” from time to time;

“**Key Milestone**” means each of Milestones 1, 4, 5, 6, 8, 9, 10, 11, 13, 15, 17, 18 and 22;

“**Key Personnel**” means the Service Provider Personnel from time to time employed in the roles specified in schedule 11 (Key Personnel);

“**Key Sub-Contract**” means a Sub-Contract entered into with a Key Sub-Contractor;

“**Key Sub-Contractors**” means the parties listed in schedule 26 (Key Sub-Contractors) and any Sub-Contractor notified to the Service Provider by TfL from time to time as being designated as a Key Sub-Contractor in accordance with clause 43.1 (Sub-Contractors and Key Sub-Contractors), including but not limited to persons:

- (A) whose services cannot be readily and promptly replaced in the relevant market;
- (B) whose services, if withheld or terminated would have a material adverse effect on the provision of the Services; and/or
- (C) who has contracted with the Service Provider to provide its services on materially more favourable terms (whether in terms of price or otherwise) than can normally be obtained in the relevant market;

“**Know-How**” means all ideas, concepts, schemes, information, knowledge, techniques, processes, methodology and anything else in the nature of know how;

“**Landlord**” means the landlord for the time being under any TfL Lease;

“**Late Charge**” means the surcharged rate for Charge Payments made after midnight on the day of travel;

“**Law**” means the EC Treaty and any directive, regulation or any other law, Legislation, treaty, enactment, statute, proclamation, decree, bye-law, decision, notice, order, rule (including, without limitation, any rule or decision of court), local government rule, statutory instrument or other delegated or subordinate legislation and any directions, codes of practice or guidance issued pursuant to any legislation and/or, in any such case, the equivalent thereof (howsoever described) applicable in any jurisdiction in which or through which the Services are to be performed;

“**Lease**” means, in relation to an Organisation, a Lease Operator;

“**Lease Account**” means an Account held by a Lease Operator;

“**Lease Operator**” means a registered company that operates a Vehicle leasing or hiring out business to individuals or organisations;

“**Legacy Data**” means Data transferred to the Service Provider during the course of Data Migration;

“**Legislation**” means any Act of the UK Parliament or Act of the Scottish Parliament or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, any exercise of the Royal Prerogative and any enforceable Community right within the meaning of section 2 of the European Communities Act 1972, in each case in the United Kingdom;

“**Level 0 Strategy Plan**” has the meaning ascribed to it in paragraph 3.1 of schedule 3 (Milestones and Deliverables);

“**Level 1 Data Migration Plan**” has the meaning ascribed to it in paragraph 3.2 of schedule 3 (Milestones and Deliverables);

“**Level 1 High Level Implementation Plan**” has the meaning ascribed to it in paragraph 3.2 of schedule 3 (Milestones and Deliverables);

“**Level 2 Build and Test Data Migration Plan**” has the meaning ascribed to it in paragraph 3.3 of schedule 3 (Milestones and Deliverables);

“**Level 2 Detailed Implementation Plan**” has the meaning ascribed to it in paragraph 3.3

of schedule 3 (Milestones and Deliverables);

“Level 2 Detailed Plan for Data Migration Execution” has the meaning ascribed to it in paragraph 3.3 of schedule 3 (Milestones and Deliverables);

“Level 2 Plans” has the meaning ascribed to it in paragraph 3.3 of schedule 3 (Milestones and Deliverables);

“LEZ Charge”, “LEZ Charge Payment” or “LEZ Payment” means the payment that permits a Vehicle, which does not qualify for an Exemption or 100% Discount, to be within the LEZ without incurring a Penalty Charge, as defined in the LEZ Scheme Order;

“LEZ Charging Day” means a Charging Day of the LEZ Scheme;

“LEZ Penalty Charge” means a charge incurred by the registered keeper of a non compliant Vehicle which has been detected within the LEZ;

“LEZ Revenue” means Revenue resulting from the payment of LEZ Charge Payments and from Enforcement Action in relation to LEZ;

“LEZ Scheme” means the low emissions zone scheme for London as set out or referred to in LEZ Scheme Order as amended from time to time and any implementation of such scheme;

“LEZ Scheme Order” means the Greater London Low Emission Zone Charging Order 2006 made by TfL on 13 November 2006 and confirmed with modifications by the Mayor on 03 May 2007, as such order may, subject to confirmation by the Mayor, be modified from time to time;

“Liability” means the liability to pay a Penalty Charge arising through failure to have paid a Charge Payment for being within a Charging Zone during Charging Hours;

“Licensed Materials” means all Services Materials other than the TfL Materials and TfL IPR;

“Liquidated Damages” has the meaning set out in clause 17 (Consequences of Delay in Achieving Milestones);

“Load Stage” means the stage for validation and processing of inbound Data;

“**Local Area Network**” or “**LAN**” means a data network within a single physical location;

“**Local Government Ombudsman**” means an independent ombudsman who investigates complaints of injustice arising from maladministration by local authorities and councils;

“**Logical Data Model**” or “**LDM**” means an abstract representation of a set of data entities and their relationships;

“**London Congestion Charging Evidential Handbook**” means a document provided by TfL that provides information and guidance to industry on the minimum standards acceptable to the Greater London Authority or the Mayor, acting on behalf of the Greater London Authority, for the creation and security of Evidential Records by automatic, supervised and attended civil congestion charging enforcement systems or other scheme enforcement systems;

“**London Living Wage**” means, subject to clause 94, the basic hourly wage of £7.20 (before tax, other deduction and any increase for overtime);

“**London Living Wage Employees**” means all employees of the Service Provider and employees of any Sub-Contractor who are employed for substantially all of their time:

(A) in the provision of the Services; and

(B) within the Greater London Area (as defined in the Greater London Authority Act 1999);

“**London Road User Charging Solution**” means all Solution Elements together;

“**Lord Chancellor’s Code of Practice**” means the codes of practice issued by the Secretary of State and Lord Chancellor which provide guidance to public authorities on desirable practice in discharging their functions under the FOI Legislation, and in relation to records management;

“**Losses**” has the meaning ascribed to it in clause 59.1 (Indemnities and Limitations of Liability);

“**Low Emissions Zone**” or “**LEZ**” means the low emissions zone, being the geographical zone within which the registered keeper or person deemed liable for a qualifying Vehicle identified as having been in the zone will be liable for a charge, as defined in the LEZ

Scheme Order;

“**Mail Transport Agent**” or “**MTA**” means a computer program or software agent that transfers electronic mail messages from one computer to another;

“**Managed Contractor**” means a Third Party signatory to a Managed Contract;

“**Managed Contracts**” has the meaning ascribed to it in clause 55.1(C)(Novation or Management of Supply Contracts);

“**Management Fee**” means the fee payable to the Service Provider in respect of the Management Services as set out in paragraph 7 of schedule 7 (Charging);

“**Management Information**” or “**MI**” means the information specified in schedule 10 (Contract Management and Reporting) and/or such other information reasonably required by TfL from time to time on the operation of the Services and the Service Systems including but not limited to the Financial Reports, operational metrics reports and Performance Reports;

“**Management Information System**” or “**MIS**” means the Systems to be maintained by the Service Provider that will generate, and the associated Services to be provided by the Service Provider in connection with, the Management Information

“**Management Services**” has the meaning ascribed to it in clause 55.1(C) (Novation or Management of Supply Contracts);

“**Mandatory Change**” means any Change which either one party or both parties are required to implement as part of the Agreement and which is necessitated by, or results directly from:

(A) any Change which either one party or both parties are required to implement as part of the Agreement and which is necessitated by, or results directly from:

(1) a Change in Law, except if and to the extent that the actions to be undertaken by the Service Provider as a result constitute or relate to Additional Services;

(2) a change or changes to one or more Other Service Provider’s Systems and/or service delivery processes; and/or

(3) the Partial Termination of this Agreement,

which takes effect after the Effective Date and which impacts on:

- (a) the design or functionality of the Service Systems;
- (b) the provision of the Services;
- (c) the operation or administration of a Scheme and/or the Schemes; or
- (d) otherwise on the terms of this Agreement; or

(B) any other circumstance which is expressly stated in this Agreement as being capable of being requested by TfL and/or implemented as a Mandatory Change;

“Manual Check” or **“Manual Check Process”** means either:

- (A) the process through which each Contravention Candidate is checked to ensure that the VRM as sent to the DVLA has been correctly interpreted by the Detection and Enforcement Infrastructure Provider’s Systems and that the Vehicle Image corresponds to the make, model and colour details; or
- (B) the process through which the accuracy of Data for billing within the Core IT Systems is verified,

as the context requires;

“Manual Checkers” means the Service Provider Personnel responsible for conducting the Manual Check;

“Match Data Record” means a record of a Match Event;

“Match Event” means a situation whereby the Detection and Enforcement Infrastructure determines that two Detection Events relate to the same Usage Event;

“Material” means all written material, in paper and electronic form, required to support the operation of the Schemes and/or produced in the provision of the Services and which will include but not be limited to:

- (A) information; and
- (B) terms and conditions;

“Material Service Level Failure” means the total value of Service Failure Deductions incurred in any one (1) Month, but for the operation of the Service Failure Deduction Cap, would exceed eighty percent (80%) of the Monthly Operational Charge;

“Mayor” means the Mayor of London;

“Mayor’s Green Procurement Code” means the Mayor’s Green Procurement Code issued in July 2006 as the same may be amended, updated or replaced from time to time;

“Member State” means a country that has joined the European Union;

“Merchant Acquirer” means a financial institution notified to the Service Provider by TfL which provides the Merchant Acquirer Service pursuant to the TfL Merchant Acquirer Agreement or, where expressly agreed in writing by TfL, an agreement for such services between the Service Provider and that financial institution;

“Merchant Acquirer Change” has the meaning ascribed to it in paragraph 14.1 of schedule 9 (Change Control Request Procedure);

“Merchant Acquirer Service” means a service provided by the Merchant Acquirer to authorise credit or debit card transactions;

“Message” means an abstract definition of the data being transmitted, comprising logical parts, each of which is associated with a definition within some type system;

“Migration Documents” means the Migration Strategy, Level 1 Data Migration Plan, the Level 2 Build and Test Data Migration Plan, the Level 2 Detailed Plan for Data Migration Execution and the Data Migration Report;

“Migration Strategy” has the meaning ascribed to it in paragraph 10.1 of schedule 3 (Milestones and Deliverables);

“Milestone” means a milestone to be achieved pursuant to schedule 3 (Milestones and Deliverables) by the relevant Milestone Date including without limitation the relevant Deliverables to be delivered by the Service Provider, as specified in accordance with schedule 3 (Milestones and Deliverables) or as specified as a result of the Change Control Request Procedure, as appropriate;

“Milestone Achievement Criteria” means the criteria to be met by the Service Provider in order to achieve a Milestone, as specified in Table 1 and Table 2 of schedule 3

(Milestones and Deliverables) or as specified as a result of the Change Control Request Procedure;

“Milestone Dates” means those dates specified in schedule 3 (Milestones and Deliverables) or otherwise agreed between the parties in writing or as part of the Change Control Request Procedure, as appropriate, for realisation of specified Milestones pursuant to schedule 3 (Milestones and Deliverables);

“Milestone Notice” means any one of a Notice of Agreement to Operate, Notice of Authority to Proceed, Agreement to Release Payment or Notice of Business Acceptance, as appropriate pursuant to schedule 3 (Milestones and Deliverables);

“Milestone Payment” means each relevant amount set out in schedule 7 (Charging) or agreed as part of the Change Control Request Procedure which is payable to the Service Provider on achievement of a particular Milestone;

“Milestone Tasks” has the meaning ascribed to it in paragraph 29.1(C) of schedule 3 (Milestones and Deliverables);

“Minimum Records” means all information relating to the Service Provider’s performance of paragraphs 1 to 6 of schedule 24 (Equality and Diversity) and the adoption and implementation of an equality policy, a diversity training plan and, subject to the provisions of paragraphs 2 to 4 of schedule 24 (Equality and Diversity), a supplier diversity plan by each Sub-Contractor;

“Minor Bug Fix” means a correction of an error or defect in Excluded COTS Software or Other Excluded Software which does not comprise an enhancement to the functionality of that Software;

“MIS Data” means any Data required to accurately produce Performance Indicator Reports, as indicated against each requirement in the Statement of Requirements;

“MIS Data Provider” means the Service Provider or a Other Service Provider which provides MIS Data for processing;

“MIS Data Source” means sources of Data elements stored in:

- (A) Business Operations Systems;
- (B) Enforcement Operations Systems;

- (C) Detection and Enforcement Infrastructure;
- (D) Retail Hardware, Software and Systems; and
- (E) Core IT Systems;

“MIS Reporting Periods” means the Monthly periods in respect of which regular MIS reports are to be produced in accordance with appendix 42 (MIS Requirements) to the Statement of Requirements;

“MIS Requirement” means the requirements specified in appendix 42 (MIS Requirements) to the Statement of Requirements;

“Missed Usage Event” means a Usage Event, the existence of which can be inferred from those Usage Events which are known but for which no Detection Events have been recorded;

“Mono Contextual” means a monochrome image of a Vehicle sent from the Core IT Systems as part of a Contravention Record;

“Mono Platepatch” means a monochrome close-up of a Vehicle's number plate;

“Month” means a calendar month and **“Monthly”** shall be construed accordingly;

“Monthly Operational Charge” has the meaning ascribed to it in paragraph 5.1 of schedule 7 (Charging);

“Moral Right” means any personal right, wherever existing in the world, protecting an author's intellectual and personal relations to a work (other than ownership rights or interests) and includes those rights contemplated by Articles 6*bis* and 14*ter* of the Berne Copyright Convention (Paris Revision, 1971) and the rights of an author under sections 77, 80, 84 and 85 of the Copyright, Designs and Patents Act 1988;

“N244 Application” means an application to have a decision made by a district judge set aside, varied or stayed;

“N244 Business Rules” means the rules for processing an N244 Application;

“Net Book Value” means the net book value of the relevant Asset(s) calculated in accordance with the Service Provider's normal accounting policies, or (where the Service

Provider's accounting policies are not sufficient) generally accepted accounting practice;

"Network Plan" means a plan specifying where Systems used by the Service Provider in the provision of the Services are to be sited or situated;

"Network Time Protocol" or **"NTP"** means a protocol for synchronising the clocks of computer systems over packet-switched, variable-latency Data networks;

"New Service Provider" means TfL or any person who:

- (A) does, or is appointed to, provide to TfL all or any of the Services which are or have been provided pursuant to this Agreement by the Service Provider; or
- (B) at any time tenders to TfL for the provision thereof or is invited to do so;

"Non Contest" means the decision by TfL not to contest an Appeal;

"Normal Charge" means the daily Charge Payment due in relation to a Scheme, before any discounts or surcharges are applied;

"Notice of Acceptance" means a letter sent by the Service Provider notifying a Customer that their Representation against a Penalty Charge has been accepted, the Penalty Charge written off and if necessary a Refund processed in relation to a Scheme;

"Notice of Agreement to Operate" means a notice given by TfL to the Service Provider pursuant to paragraph 29.2(C) of schedule 3 (Milestones and Deliverables) indicating successful achievement of the final Milestone in the Initial Implementation Phase or, in respect of Release 2, the final Milestone in the Implementation Phase (as the case may be);

"Notice of Approval" means a notice given by TfL to the Service Provider pursuant to paragraph 29.2(A) of schedule 3 (Milestones and Deliverables);

"Notice of Authority to Proceed" means a notice given by TfL to the Service Provider pursuant to paragraph 29.2(B) of schedule 3 (Milestones and Deliverables);

"Notice of Business Acceptance" means a notice given by TfL to the Service Provider pursuant to paragraph 29.2(F) of schedule 3 (Milestones and Deliverables);

“Notice of Rejection” or **“NOR”** means a letter sent by the Service Provider notifying a Customer that their Representation against a Penalty Charge has been rejected;

“Notice to Owner” or **“NtO”** means an Enforcement Notice;

“Notified Supply Contract” has the meaning ascribed to it in clause 55 (Novation or Management of Supply Contracts);

“Novation Fee” means the fee payable by TfL in relation to the novation of the Notified Supply Contracts to the Service Provider as set out in paragraph 7 of schedule 7 (Charging);

“Number Plate Recognition System” or **“NRS”** means the device used to identify Vehicle Registration Marks using Automatic Number Plate Recognition technology;

“Objection Notice” has the meaning ascribed to it in paragraph 8.3 of schedule 9 (Change Control Request Procedure);

“Ombudsman” means the Local Government Ombudsman;

“On-Board Unit” or **“OBU”** means a Detection Device situated inside a Vehicle which provides information about its location, identity or other similar facts;

“On-Street Enforcement” or **“OSE”** means Enforcement Action taken in relation to Vehicles within Greater London, to Clamp or Remove Persistent Evader Vehicles.

“On-Street Enforcement Service Provider” or **“OSE Service Provider”** means the Third Party or Third Parties appointed by TfL from time to time to undertake On-Street Enforcement services in relation to the Schemes;

“Open Source Licence” means a licence for software, applications, computer programs, instructions for execution by a computer processor or other such products (including the code in such software, applications, computer programs, instructions or products) that requires the computer code to be generally:

- (A) disclosed in source code to third parties;
- (B) licensed to third parties for the purpose of making derivative works; or
- (C) redistributable to third parties;

“Operating Period” means for the first operating period, that period commencing on the Release 1 Operational Commencement Date and ending on the expiry of the Service Provider’s Financial Year, and the subsequent operating periods will be each subsequent twelve (12) month period commencing on the anniversary of the Service Provider’s Financial Year in which the Services are provided;

“Operational” means, in relation to a Scheme, a Scheme which is in operation at that particular time, for example CLoCCS has been Operational since 2003;

“Operational Charges” has the meaning ascribed to it in paragraph 5.1 of schedule 7 (Charging);

“Operational Commencement Date” means the Release 1 Operational Commencement Date and **“Operational Commencement”** shall have the corresponding meaning;

“Operational Indirect Fixed Charge” has the meaning ascribed to it in paragraph 4.1(F) of schedule 8 (Operational Pricing);

“Operational Log” means a log or set of logs used to record all significant operational actions, events and Incidents that could have any impact on the Service Systems;

“Operational Phase” means the period from the Release 1 Operational Commencement Date until the Expiry Date or Termination Date, as appropriate;

“Operational Phase Testing” means the Unit Testing, System Testing, Systems Integration Testing, Regression Testing, Acceptance Testing and Business Continuity Testing to be performed during the Operational Phase as envisaged under paragraph 9 of schedule 4 (Testing Regime);

“Operational Phase Testing Documents” means all of the documentation set out in paragraph 5 of schedule 4 (Testing Regime);

“Operational Processes and Procedures” has the meaning ascribed to it in paragraph 18.1 of schedule 3 (Milestones and Deliverables);

“Operational Reports” means the report(s) to be provided by the Service Provider on the diagnostics of Service Systems;

“Operational Services” means the operational services identified as such and set out in the Statement of Requirements;

“Operations Catalogue” means the operations catalogue set out in part 3 of appendix 41 (Interface Specification) to the Statement of Requirements;

“Operative” means any of the Service Provider’s Personnel who make use of the Service Systems in order to provide services to Customers;

“Order for Recovery” means a notification in respect of non payment of a Charge Certificate, which has been approved by the Traffic Enforcement Centre (TEC);

“Organisation” means a legal entity that operates Vehicles within the zones covered by the Schemes, including but not limited to Fleet Operators, Lease Operators and Selected Partners;

“Organisational Account” means a specific type of Account for use in relation to Organisations;

“OSE Service Provider” means the On-Street Enforcement Service Provider;

“Other Documents” has the meaning ascribed to it in paragraph 33.1(A)(2)(f) of schedule 3 (Milestones and Deliverables);

“Other Excluded Software” means Software provided or used in connection with the provision of Core IT or comprised or to be comprised in the Service Systems Interfaces and which in either case is:

- (A) expressly set out in the columns headed as non-COTS in the IP registers contained in section 27 of the Service Provider’s Solution;
- (B) expressly agreed in writing by the Parties pursuant to clause 52.2 (General Provisions Relating to Intellectual Property Rights) as being Other Excluded Software; or
- (C) otherwise expressly agreed in writing by the Parties pursuant to the Change Control Request Procedure as not being part of the TfL Materials;

“Other Service Provider” means any party providing services to, or having an interface with, TfL in relation to one or more Schemes from time to time other than the Service Provider and any Sub-Contractor including, without limitation to the generality of the foregoing, the DVLA and DVLNI (and equivalent overseas vehicle licensing authorities),

the County Court, the Parking and Traffic Appeals Service, the Metropolitan Police, London Borough Councils, the Public Carriage Office, the Foreign & Commonwealth Office, any debt recovery agencies, Bailiffs, any Communications Providers (if relevant, from time to time), the Detection and Enforcement Infrastructure Service Provider, the OSE Service Provider, HSBC Bank plc, the Merchant Acquirer, SMMT, VOSA, the Landlord of the TfL Premises and the Third Party service provider of any Service Element or Solution Element (if applicable);

“Other Service Provider Systems” or **“Other Systems”** means all or any part of any Systems, Hardware or Software used by and/or provided by or on behalf of any Other Service Provider in connection with the Schemes;

“Outgoing Correspondence” means all correspondence sent to Customers;

“Out of Time Statutory Declaration” means a Statutory Declaration that is submitted outside of the time allowed by a court to do so;

“Outstanding Penalty Charge” means a Penalty Charge where at least twenty eight (28) days have elapsed without payment since the Penalty Charge was incurred and where no outstanding Representations or Appeals have been made and where the debt has not been recovered by the Bailiffs;

“Outstation” means the components of the Detection and Enforcement Infrastructure located at each roadside site which enforcement equipment is located and which has an individual communications link to the Instation;

“Package” means the highest level of the TfL High Level Design, which contains one or more components which are focused on a single area of activities;

“Parameter Driven” means a System, Hardware or Software which is driven by parameters, which can be manually reconfigured without changes to the application System, Hardware or Software (or additional Service Charges or Milestone Payments) rather than being hard-coded, including without limitation, processing using different parameter values for different date periods and all other items or things set out in Annex A of schedule 9 (Change Control Request Procedure) and **“Parameters”** and **“Parameterised”** will be interpreted accordingly;

“Parameterised Change Element” means that element of a Change relating to the re-

configuration of a parameterised aspect of the Services and/or the Service Systems, as detailed in Annex A to schedule 9 (Change Control Request Procedure);

“Parent Company” means each parent company of the Service Provider;

“Partial Termination” means the termination by TfL of the right and obligation of the Service Provider to provide one or more Service Element(s) or the Services in relation to a particular Scheme or Schemes pursuant to clause 72.9 or clause 72.10 (Termination), and **“Partially Terminate”** and **“Partially Terminated”** shall be construed accordingly;

“Partial Termination Date” means the date on which this Agreement is Partially Terminated, as specified in a Partial Termination Notice;

“Partial Termination Event” means the event envisaged under clause 72.8 (Partial Termination by TfL);

“Partial Termination Notice” means a notice issued by TfL pursuant to clause 72.9 or clause 72.10 (Termination);

“Parties” means TfL and the Service Provider and **“Party”** shall be construed accordingly;

“Pass Through Costs” has the meaning ascribed to it in paragraph 6.1 of schedule 7 (Charging);

“Patch” means a small piece of Software designed to update or fix problems with Software, including but not limited to, fixing bugs, replacing graphics and improving the usability performance;

“Pay Next Day” means the facility that allows Customers to make a Charge Payment up to midnight the Charging Day after they incurred liability to make such Charge Payment;

“Payment” means a payment made in respect of a Purchased Product;

“Payment Account” means a financial account used for purchasing products;

“PCN Payment and Enquiry Service” means the customer services aspect of Enforcement Operations which processes all enforcement-related queries, payments and communications through available channels;

“PCN Processing Service” means:

- (A) the design, build and operation of the Operational Services;
- (B) the Enforcement Operations System; and
- (C) all Deliverables and all assets (other than the Enforcement Operations System), processes and procedures used or to be used (in each case directly or indirectly) by the Enforcement Operations Service Provider to provide the Operational Services for all Schemes;

“PCN Processing System” means the computer system used to process PCNs which forms part of the Enforcement Operations System;

“Penalty Charge” means a penalty charge incurred in relation to a Vehicle which does not qualify for a 100% Discount or an Exemption and which has been identified as being within the relevant Charging Zone without a valid Charge Payment having been made in respect of it as required under the relevant Laws relating to a Scheme;

“Penalty Charge Notice” means a notice issued to a Registered Keeper / Person Liable notifying him or her of a Penalty Charge;

“Penalty Payment” means a record of the payment of a Penalty Charge;

“Pending Purchase” means a purchase which is in the process of being made by or on behalf of a Customer, normally where the intention to purchase has been recorded but no Payment has yet been made;

“Performance Indicator” or **“PI”** means an indicator of the Service Provider's performance against which Service Levels and Service Failure Deductions will be applied as set out in schedule 5 (Service Level Agreement);

“Performance Indicator Report” means the report provided by the Service Provider in accordance with paragraph 6 of schedule 10 (Contract Management and Reporting), which shall include a summary of the Service Provider's performance against the Service Levels, details of any breach of the Service Levels, the Service Failure Deduction calculation, all transactions that have been excluded from the calculation based on the exceptions listed against each PI in schedule 5 (Service Level Agreement), and an indication of any transactions that TfL has agreed to omit and have therefore been excluded from or override the calculation;

“Performance Indicator Report Date” means the 16th day in each Month or, if that date falls on a Weekend, the next Working Day thereafter;

“Performance Management Information System” or **“PMIS”** means the management information system used for calculating and reporting the Service Provider’s performance against the Service Levels;

“Performance Management Regime” has the meaning ascribed to it in paragraph 2.1 of schedule 5 (Service Level Agreement);

“Performance Requirements” means the performance requirements that the Service Provider is required to meet in providing the Service Elements, as set out in the Agreement;

“Performance Review” means a Project Review Meeting;

“Period Statement” has the meaning ascribed to it in paragraph 2.2 of schedule 23 (Gainsharing);

“Permanent Evidence Store” or **“PES”** means the persistent Data store for Evidential Records held in the Core IT Systems;

“Persistent Breach” means a breach of this Agreement or of the Guarantee (as appropriate) which has continued beyond twenty (20) Working Days after the date of service of the notice referred to in clause 72.7 (Termination) or has recurred three (3) or more times during the Month after the date of service of such notice;

“Persistent Evader” or **“PE”** means a Vehicle which has incurred three (3) or more Penalty Charge Notices which remain unpaid and in respect of which a Charge Certificate has been issued;

“Persistent Evader Registered” or **“PER”** means a Persistent Evader for which the DVLA (or other body) have provided Registered Keeper information and where the Registered Keeper information for each of the Penalty Charges is known and PCNs have been issued;

“Persistent Evader Unregistered” or **“PEU”** means a Persistent Evader for which the DVLA (or other body) have not provided Registered Keeper information and where the Registered Keeper information for each of the Penalty Charges is not known and no PCNs have been issued;

“Personal Data” has the meaning given to it under the Data Protection Act;

“Personnel” means the Service Provider's or TfL's (as the case may be) employees, agents, consultants and sub-contractors and (in the case of any reference to the Personnel of the Service Provider) including any Sub-Contractor's employees, agents, consultants and sub-contractors;

“PI Incident” means a failure by the Service Provider to meet the Service Level for a PI;

“PI Incident Report” means a Performance Indicator Report;

“Planned Downtime” means downtime of the Service Systems which has been agreed by TfL no less than forty eight (48) hours in advance of the commencement of any such downtime, unless otherwise specified in the Statement of Requirements;

“Planned Operational Commencement Date” means the scheduled date for Operational Commencement, being 01 November 2009, as the same may be amended in accordance with clauses 15 (Delay of the Planned Operational Commencement Date and/or the Planned Release 2 Commencement Date), 68.3 (Compensation Events), 68A.3 (TfL Events) and/or 70.5 (Force Majeure);

“Planned Release 2 Commencement Date” means the scheduled date for Release 2 Commencement, being 01 November 2010, as the same may be amended in accordance with clauses 5 (Release 2 Condition), 15 (Delay of the Planned Operational Commencement Date and/or the Planned Release 2 Commencement Date), 68.3 (Compensation Events), 68A.3 (TfL Events) and/or 70.5 (Force Majeure);

“Policy and Monitoring Advisor” or **“PMA”** means the employees of TfL who will:

- (A) provide Policy Guidance and TfL approval and sign-off on various matters from time to time; and
- (B) monitor feedback, resolve escalated correspondence and complaints and assist with training, coaching and process improvement;

“Policy Guidance” means advice provided by a PMA in response to an escalated query from the Service Provider;

“Post Pay” means the facility that, once implemented successfully, will allow Registered Customers to make a Charge Payment retrospectively, beyond the time allowed for by Pay Next Day;

“Post Room” means a secure area for opening post in relation to the Schemes;

“Pound” means the location where Persistent Evaders’ Vehicles that are clamped or removed are stored until the Customer pays the appropriate release fee(s) or until the Vehicle becomes overdue for storage;

“Pre Enforcement Notification Letter” means a letter issued to a Registered Keeper / Person Liable informing them that their Vehicle has become a Persistent Evader of a Scheme;

“Premises” means any and all premises from which the Service Provider conducts provision of the Services from time to time being either the Service Provider’s Premises or the TfL Premises;

“Premium Service Hours” means the period from 06.00.00 to 00.29.59 on any day;

“Prevailing Volume Band” has the meaning ascribed to it in paragraph 4.4 of schedule 8 (Operational Pricing);

“Priced Processes” has the meaning ascribed to it in paragraph 4.1 of schedule 8 (Operational Pricing);

“Problem” means a condition identified as a result of a single Incident or multiple Incidents that exhibit common symptoms and which is indicative of a single Error;

“Process” and **“Processing”** shall have the meanings given to them under the Data Protection Act;

“Process Definition Deliverable” has the meaning ascribed to it in paragraph 12.1 of schedule 3 (Milestones and Deliverables);

“Product” means a product for which payment is made to TfL, including but not limited to:

- (A) a single Congestion Charge Payment (normal/Pay Next day/APP/Fleet/Lease/Hire);
- (B) a weekly/monthly/annual Congestion Charge Payment;

- (C) a Carnet;
- (D) a LEZ Charge Payment (normal/Pay Next Day);
- (E) a payment relating to a Remote Zone;
- (F) a Resident Discount Charge;
- (G) a Discount Registration Charge;
- (H) a Fleet Annual Charge;
- (I) an Administration Charge; or
- (J) any other product which can be purchased in relation to a Scheme;

“Production Environment” means the Environment that is used to provide Operational Services;

“Profit” means the profit as shown in the Period Statements calculated in accordance with SSAP 9 or FRS 5, as agreed by the Service Provider's auditors;

“Programme Manager” means the member of Key Personnel referred to as the same in schedule 11 (Key Personnel);

“Project Accounts” means management accounts to be produced by the Service Provider from time to time in relation to this Agreement in accordance with schedule 23 (Gainsharing) and clause 49A (Open Book);

“Project Review Meeting” has the meaning ascribed to it in paragraph 3.3 of schedule 10 (Contract Management and Reporting);

“Proving” means Technical Proving;

“Public Carriage Office” or **“PCO”** means the agency within TfL that licences and regulates London's taxi and private hire services, and provides the VRMs of registered taxis for the purpose of enforcement of the Schemes;

“Public Contracts Regulations 2006” means SI 2006 No. 5 on the Public Contracts Regulations 2006 which implement European Directive 2004/18/EC, as amended from time to time;

“Public Information Material” means the material to be used to inform the public about the Schemes. This will include, but not be limited to:

- (A) Scheme information literature, including but not limited to leaflets detailing Charging Hours, Charge payment channels; and
- (B) literature relating to the Retail Channel, including but not limited to Data Protection Notices;

“Purchase Price” means, in respect of a particular Asset or Assets, the aggregate of the sums referred to in clauses 67.3(A) to (D) (inclusive);

“Purchased Product” means a Product which has been purchased by, or on behalf of, a Customer;

“Quality Assurance” or **“QA”** means the process used to check the print quality, readability and suitability of the content of printed media which is to be sent to a Customer;

“Quality Check” means a process of checking correspondence and Enforcement Notices to ensure they are relevant, accurate, legible and in line with TfL's requirements;

“Quality Controller” means the person who is responsible for ensuring that the Service Provider meets the quality assurance requirements set out in this Agreement and follows Good Industry Practice;

“Quality Plan” has the meaning ascribed to it in paragraph 4.1 of schedule 3 (Milestones and Deliverables);

“Quality Register” means the United Kingdom Register of Quality Assessed Companies, a record of companies that have achieved certification to BS EN ISO 9001:2000, BS EN ISO 14001:1996 and other standards with the leading UKAS-accredited certification bodies;

“Ready for Service Testing” means the Testing envisaged under paragraph 8.1(G) of schedule 4 (Testing Regime);

“Rebaselined Combined Services Agreement” means the Rebaselined Combined Services Agreement dated 12 March 2002 between TfL and Capita Business Services Limited, as amended and as may be further amended from time to time;

“Receipt” means documented proof of purchase containing transaction details;

“Reconciliation Period” has the meaning ascribed to it in paragraph 4.1(B) of schedule 32 (Revenue Collection and Payment);

“Recredit” means the return of excess money/credit to a Customer's Account that has been taken in error when a Transaction Reversal is no longer possible for a reason other than an agreed refund;

“Redress” means any discretionary ex-gratia payment that the Customer receives due to loss or inconvenience;

“Reference Data” means non-transactional Data;

“Refund” means money refunded to a Customer following a request to cancel a Payment;

“Registered Customer” means a Customer who has registered in relation to a Scheme, and whose details are held as Core Data and **“Registered”**, when used to describe a Customer, shall be construed accordingly;

“Registered Keeper / Person Liable” means the registered keeper or person liable for a Vehicle as registered with DVLA or the equivalent of DVLA if the Vehicle is registered outside the UK or the person that the Service Provider has otherwise properly established as the person liable;

“Registration” means Registration Process;

“Registration Charge” means an amount payable, where applicable, for successfully registering a Vehicle for a Scheme;

“Registration Process” means the process by which a Customer can register in relation to a Scheme by providing their names, contact details and Vehicle registration details;

“Regression Testing” means the Testing to ensure that existing functionality is not affected by the addition of new and modified functionality for the relevant sub-Service as envisaged under paragraphs 8.1(H) and 9.1(D) of schedule 4 (Testing Regime);

“Regression Test Suite” has the meaning ascribed to it in paragraph 26.1 of schedule 3 (Milestones and Deliverables);

“Reimbursement” means a one hundred percent (100%) reimbursement of a Charge Payment paid to a Reimbursement Partner who is eligible and registered for the Reimbursement Schemes;

“Reimbursement Account” means an account through which a Reimbursement Partner receives Reimbursement;

“Reimbursement Partner” means a NHS or LFEPA body, or such other organisations as TfL may specify from time to time, which qualifies to participate in a Reimbursement Scheme;

“Reimbursement Scheme” means a scheme under which a Reimbursement Partner may claim back from TfL one hundred percent (100%) of Charge Payments paid by eligible individuals in respect of certain journeys;

“Relationship Manager” means each person nominated by the Service Provider as being responsible for managing a Fleet Account, Reimbursement Account or Selected Partner Account, including by agreeing the terms and conditions applicable and by acting as a single point of contact in respect of such Accounts;

“Release” means Release 1, Release 2 and such Additional Services as TfL calls off in accordance with this Agreement from time to time;

“Release 1” means the Services and Service Systems to be provided by the Service Provider from the Release 1 Operational Commencement Date as further described in the Statement of Requirements;

“Release 1 Operational Commencement Date” means such date as TfL may specify in a Notice of Agreement to Operate as being the date on which the Service Provider shall commence provision of the Operational Services, and **“Release 1 Operational Commencement”** shall have the corresponding meaning;

“Release 2” means the Services and Service Systems to be provided by the Service Provider from the Release 2 Commencement Date as further described in the Statement of Requirements;

“Release 2 Build Services” means the build services in respect of Release 2 as set out in the Statement of Requirements;

“Release 2 Commencement Date” means such date as TfL may specify in a Notice of Agreement to Operate as being the date on which the Service Provider shall commence provision of the Release 2 Operational Services, and **“Release 2 Commencement”** shall have the corresponding meaning;

“Release 2 Configuration Services” means those Services to be provided by the Service Provider in order to achieve Milestones 20, 21 and 22;

“Release 2 Design and Build Commencement Date” means the date specified in a notice served by TfL on the Service Provider pursuant to clause 5.1 (Release 2 condition);

“Release 2 Design Services” means the design services in respect of Release 2 as set out in the Statement of Requirements;

“Release 2 Operational Services” means the Services to be provided from the Release 2 Commencement Date, as set out in the Statement of Requirements;

“Release Fee” means the fee payable for the release of a Vehicle that has been clamped and/or removed. This includes the relevant Clamp and Removal action and, where applicable, storage fees and all Penalty Charges associated with the Clamp and Removal action for which no payment has been made, no Representation or Appeal is outstanding and which are not subject to Bailiff action;

“Relevant Patient” means a patient attending an appointment for establishing a diagnosis or for providing treatment by or on behalf of a health authority, Primary Care Trust, NHS Trust or other NHS organisation within the Charging Zone during Charging Hours;

“Relevant Period” means the period beginning with the later of:

- (A) the date on which any notice of termination of this Agreement or Partial Termination Notice is given; and
- (B) the date twelve (12) Months before the applicable Termination Date or Partial Termination Date,

and ending on the Termination Date or Partial Termination Date or if this Agreement terminates by effluxion of time, the period of six months immediately preceding the Expiry Date;

“Relief Event” means:

- (A) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation (to the extent it does not constitute a Force Majeure Event), earthquakes, riot and civil commotion;
- (B) failure by any statutory undertaker, utility company, local authority or other like body to carry out works or provide services;
- (C) any failure or shortage of power, fuel or transport;
- (D) any blockade or embargo which does not constitute a Force Majeure Event; and
- (E) any:
 - (1) official or unofficial strike;
 - (2) lockout;
 - (3) go-slow; or
 - (4) other dispute,generally affecting the IT industry or a significant sector of it,

unless any of the events listed in paragraphs (A) to (E) inclusive arises (directly or indirectly) as a result of any wilful default, act or omission of the Service Provider or any of its Personnel;

“Remittance” means monies that are banked into a Collection Account by the Service Provider on TfL’s behalf;

“Remote Zone” or **“RZ”** means a Charging Scheme operated by the Service Provider as part of the Additional Services that has its own rules of operation and may be interoperable with other Schemes but does not form part of the Congestion Charging Scheme or the LEZ Scheme;

“Repayment” means:

- (A) the repayment of money in relation to a Scheme to the Customer, where the Customer has paid money to the Scheme as a result of any error made by TfL or its agents, or of the failure or perceived failure of Systems;

(B) the repayment of money made where a Customer has suffered financial loss excluding the payment of ex-gratia expenses because of the erroneous actions of TfL or its agents; or

(C) the amount that is repaid to the Customer that is not defined as a Refund,

and “**Repay**” shall have the corresponding meaning;

“**Reporting Schemas**” means the optimised schemas to support reports and reporting tools and includes all Data derived from the Data Store;

“**Representation**” means a representation made to TfL by the Registered Keeper / Person Liable in relation to a Penalty Charge or Penalty Charge Notice;

“**Representatives**” means the representatives nominated by each of TfL and the Service Provider;

“**Request for Information**” means information requested from the Service Provider by TfL, including but not limited to requests for public sector information;

“**Requested Amendments**” has the meaning ascribed to it in clause 23.4 (Systems, Support and Maintenance);

“**Resident**” means a person domiciled within a Charging Zone or buffer zone who is eligible for a resident Discount if successfully registered;

“**Respondent**” means the individual who is served either an Order for Recovery and/or Warrant of Execution for failing to make a Payment in relation to a Scheme;

“**Response Code**” means the category that the DVLA assigns to a Vehicle;

“**Restricted Change**” has the meaning ascribed to it in paragraph 17.1 of schedule 9 (Change Control Request Procedure);

“**Retail**” means the services provided by the Third Party responsible for the collection of Charge Payments from retail outlets;

“**Retail Channel**” means the retail outlets accepting Charge Payments;

“**Retention Certificate**” means the certificate to be provided to DVLA for DVLA to retain a VRM;

“**Return**” means any occasion when money is returned to a Customer (or credit given instead of such return);

“**Revenue**” means revenue generated from Customers in relation to the Schemes including but limited to those items set out in paragraph 2.3 of schedule 32 (Revenue Collection and Payment);

“**Ringed Vehicle**” or “**Ringer**” means a Vehicle displaying the VRM of another Vehicle registered with the DVLA;

“**Risk Register**” has the meaning ascribed to it in paragraph 5.1 of schedule 3 (Milestones and Deliverables);

“**Sandbox**” means the element of the Service Systems used for the creation of temporary tables and/or storage of intermediate results necessary for complex reports and / or report development;

“**Scenario 1 Volumes**” means the transaction volumes identified as such in the Financial Model;

“**Scenario 1 Volume Bands**” means the Volume Bands identified as such in the Financial Model;

“**Scheme Order**” or “**SO**” means a scheme order relating to any one or more of the Schemes, including but not limited to the Congestion Charging Scheme Order and the LEZ Scheme Order, and as they may be amended or varied from time to time;

“**Schemes**” means:

- (A) the Congestion Charging Scheme;
- (B) the LEZ Scheme; and
- (C) any other scheme in respect of which Services are to be provided by the Service Provider pursuant to this Agreement from time to time,

and “**Scheme**” means any of the above;

“**Schemes Systems**” means the Systems, Hardware or Software used by the Service Provider, any Other Service Providers and/or Third Parties in providing services in relation

to the Schemes, or any part thereof;

“**Screenline**” means a geographical boundary or line running between two points;

“**Security Incident**” means any failure, breach, hacking, penetration, Virus or other incident in connection with:

- (A) the security of the Services, the Service Systems, or any part thereof; and
- (B) the requirements of schedule 14 (Security Policy) and/or the Security Plan,

in each case whether or not caused in whole or in part by an act or omission of the Service Provider (or a Sub-Contractor);

“**Security Manager**” means the member of Key Personnel referred to as the same in schedule 11 (Key Personnel);

“**Security Plan**” has the meaning ascribed to it in paragraph 2.2 of schedule 14 (Security Policy);

“**Security Policy**” means the security policy set out in schedule 14 (Security Policy) as amended from time to time in accordance with the Change Control Request Procedure;

“**Security Rectification Plan**” means the plan developed to resolve any Security Incidents as further described in clause 57 (Security) and schedule 14 (Security Policy);

“**Selected Partner**” or “**SP**” means an Organisation operating essential Vehicles that perform an important public service within a Charging Zone and which has been specified by TfL from time to time as being eligible for a 100% Discount on all registered Vehicles;

“**Selected Partner Account**” means an account established in respect of a Selected Partner;

“**Selected Partner Scheme**” means a scheme under which Selected Partners are eligible for a 100% Discount;

“**Service Charges**” means the Operational Charges, the Business Operations Fixed Monthly Capital Charge and the Enforcement Operations Fixed Monthly Capital Charge;

“**Service Element**” means each of the Business Operations, Enforcement Operations and Core IT Services;

“**Service Failure**” means the Service Provider not achieving the acceptable Service Levels set out in schedule 5 (Service Level Agreement);

“**Service Failure Deduction**” or “**SFD**” means a reduction to the Monthly Operational Charges as specified in, and calculated in accordance with, schedule 5 (Service Level Agreement);

“**Service Failure Deduction Cap**” has the meaning ascribed to it in paragraph 2.15 of schedule 5 (Service Level Agreement);

“**Service Failure Point**” means a point accumulated by the Service Provider for failure to meet a Service Level that together with any other Service Failure Deduction Points will be converted into a Service Failure Deduction each Month in accordance with schedule 5 (Service Level Agreement);

“**Service Issue**” means an Incident which does not constitute an Error or change to the Specification but which will or may adversely affect the quality or efficient functioning of the Service Systems, the Services and/or Evidential Integrity;

“**Service Levels**”, “**Service Level Agreements**” or “**SLA**” mean the service levels to be achieved in the provision of the Services as set out in schedule 5 (Service Level Agreement);

“**Service Provider Assets**” means the Assets other than TfL Assets;

“**Service Provider Confidential Information**” means information and Data relating to the business or affairs of the Service Provider and/or its employees which is divulged to or obtained by TfL during the bid process, negotiation of this Agreement and/or provision of the Services and which is by its very nature confidential (and whether or not such information is marked or designated as confidential), including but not limited to such information as is referred to in schedule 13 (Service Provider Confidential Information);

“**Service Provider’s Group**” means the Service Provider and its Affiliates;

“**Service Provider High Level Design**” means, in respect of all Service Elements, the document of that title produced by the Service Provider in accordance with, and as further described in, paragraph 8 of schedule 3 (Milestones and Deliverables), and based on the Functional Requirements;

“Service Provider Software” means Software, code for Interfaces, databases, and enhancements or other alterations thereto, the Intellectual Property Rights in which are (subject to clause 50.4 (Ownership and Assignment of Intellectual Property Rights)) owned by the Service Provider Group and are included in the Service Systems;

“Service Provider’s Design Statements” means the Service Provider’s design statements set out in schedule 28 (Service Provider’s Solution), as listed in section 26 of schedule 28 (Service Provider’s Solution);

“Service Provider’s Premises” means those premises which have not been licensed to the Service Provider by TfL in accordance with this Agreement and which have addresses expressly set out in schedule 28 (Service Provider’s Solution), or if no such addresses are expressly set out in that schedule then premises in the United Kingdom, or as otherwise agreed by the Parties using the Change Control Request Procedure from time to time;

“Service Provider’s Solution” has the meaning ascribed to it in clause 8.2 (TDS, Service Provider’s Solution and Responsibility for Designs);

“Service Systems” means all or any part of any Systems, Services Databases, Services Materials, Services Website, Service Systems Interfaces, Hardware or Service Systems Software which are used by or on behalf of the Service Provider in connection with the Schemes and/or the Services including without limitation the Business Operations Systems, the Core IT Systems and the Enforcement Operations Systems;

“Service Systems Interfaces” has the meaning ascribed to it in clause 24.1 (Interfaces);

“Service Systems Interface Specification” means **“Interface Specification”**;

“Service Systems Software” means:

- (A) Service Provider Software;
- (B) the Specially Written Software;
- (C) Third Party Software; and
- (D) any Software included or incorporated in the TDS IPR;

“Service Transfer Plan” has the meaning ascribed to it in paragraph 4.1 of schedule 16 (Exit Plan);

“**Services**” means services to be provided by the Service Provider to TfL under this Agreement, including without limitation to the generality of the foregoing, the Design Services, the Build Services together with any associated Testing, the Operational Services (including but not limited to the Business Continuity Services), any Additional Services and any further Services agreed through the Change Control Request Procedure;

“**Services Data**” means Data arising from, or in relation to, the Service Provider’s provision of the Services or otherwise stored or processed by or on behalf of the Service Provider including without limitation using the Service Systems;

“**Services Databases**” means any Services Data which are embodied in any electronic or tangible medium and stored or processed by or on behalf of the Service Provider in connection with the Services, including without limitation any Data or inherent structure, architecture, configuration, indexation, transaction, concurrency, replication, organisation, presentation or representation, query language, operational definition, logical model, physical implementation, relational operation, results set, application, application programming or other Interface, or any other means of storage, extraction, downloading, copying, printing, reproduction, making available, distribution or other use, utilisation or reutilisation whether electronically, temporarily or otherwise;

“**Services Materials**” means all Hardware, Software, Systems, Material, Documentation, Deliverables, processes, procedures or methods used by or on behalf of the Service Provider to provide the Services including without limitation in relation to the Service Systems;

“**Services Website**” means the website(s) including without limitation on any medium or in any form (such as the world wide web or mobile internet) created and maintained by the Service Provider in accordance with the Statement of Requirements to provide the relevant parts of the Services to Customers;

“**Session**” means a period of time during which Evidential Records are generated at an Outstation and to which any System alarms or event that may compromise Evidential Integrity are related;

“**Settlement**” means the reconciliation of a Chargeable Item against an appropriate Purchased Product or Contravention Candidate and “**Settle**” and its grammatical variants shall be construed accordingly;

“Severity 1” means:

- (A) in relation to a Security Incident, a Security Incident which results in:
 - (1) a critical element of the Services or the relevant sub-Service being, or being likely to be, prevented from functioning or being performed; or
 - (2) an impact on the integrity of the Scheme(s), TfL’s public reputation or an Other Service Provider, which is unacceptable to TfL; or
- (B) in relation to a Service Issue or Error in connection with the Testing or operation of the Services, a critical element of the Services or the relevant sub-Service:
 - (1) is or is likely to be prevented from functioning or being performed; or
 - (2) results or is likely to result in an impact on the public or on TfL or on an Other Service Provider, which is unacceptable to TfL;

“Severity 2” means:

- (A) in relation to a Security Incident, a Security Incident which results in:
 - (1) the functionality, operation or performance of the Services being, or being likely to be, severely impacted; or
 - (2) a significant adverse impact on the integrity of the Scheme(s) or on TfL’s public reputation or on an Other Service Provider; or
- (B) in relation to a Service Issue or Error in connection with the Testing or operation of the Services, Services still function with a workaround, however:
 - (1) the functionality or performance of the Services is or is likely to be severely impacted; or
 - (2) there is or is likely to be a significant impact on the public or on TfL or on an Other Service Provider;

“Severity 3” means:

- (A) in relation to a Security Incident, a Security Incident which results in:

- a) the Services still functioning with a workaround however the required operation or performance of the Services is, or is likely to be, materially adversely impacted;
 - b) a material adverse impact on an Other Service Provider; or
 - c) an material adverse impact on the integrity of the Scheme(s) or on TfL’s public reputation; or
- (B) in relation to a Service Issue or Error in connection with the Testing or operation of the Services, Services still function with a workaround, however
- (1) the required functionality or performance is or is likely to be materially impacted; or
 - (2) there is or is likely to be a material impact on the public or on TfL or on an Other Service Provider;

“Severity 4” means:

- (A) in relation to a Security Incident, a Security Incident which results in:
- (1) the Services still functioning, however there is, or is likely to be, a minor adverse operational and/or performance impact; or
 - (2) TfL and/or an Other Service Provider is required to be involved in the resolution of the Security Incident; or
- (B) in relation to a Service Issue or Error in connection with the Testing or operation of the Services, Services still function, however there is or is likely to be a minor functionality or performance impact;

“Severity 5” means:

- (A) in relation to a Security Incident, a Security Incident which results in:
- (1) no measurable impact on the operation of the Services; and
 - (2) no requirement for either TfL and/or an Other Service Provider to be involved in the resolution of the Security Incident; and

(3) no adverse impact on the integrity of the Scheme(s) or on TfL’s public reputation or on an Other Service Provider; or

(B) in relation to a Service Issue or Error in connection with the Testing or operation of the Services, Services still function, however there are or are likely to be minor cosmetic defects with no functional impact;

“**Severity Level**” or “**SL**” means Severity 1, Severity 2, Severity 3, Severity 4 or Severity 5 (as applicable);

“**Shadow Payment Account**” means a reference copy of a Payment Account and its associated transactions held in the Core IT Systems;

“**Shareholder**” means [Information Redacted];

“**Short Message Service Centre**” means the part of the telephone network provided by a mobile phone operator from which the Service Provider will receive SMSs sent by Customers;

“**SI**” means a Statutory Instrument;

“**Small or Medium-sized Enterprise**” means either of the following:

(A) a small enterprise which meets at least two of the following criteria:

- (1) turnover per annum of up to five million six hundred thousand pounds sterling (£5,600,000);
- (2) an annual balance sheet total of no more than two million eight hundred thousand pounds sterling (£2,800,000); and/or
- (3) it employs fifty (50) or fewer employees,

provided that, the criteria specified in paragraph (A)(2) and (3) will also be applied to the SME’s group accounts where the turnover for that group does not exceed the figure stated in paragraph (A)(1); or

(B) a medium enterprise which meets at least two of the following criteria:

- (1) turnover per annum of up to twenty two million eight hundred thousand pounds sterling (£22,800,000);

- (2) an annual balance sheet total of no more than eleven million four hundred thousand pounds sterling (£11,400,000); and/or
- (3) it employs two hundred and fifty (250) or fewer employees,

provided that, the criteria specified in paragraph (B)(2) and (3) will also be applied to the SME's group accounts where the turnover for that group does not exceed the figure stated in paragraph (B)(1);

“Software” means system software, operating systems, applications, programs and procedures, tools to recreate or recompile any of the foregoing (including without limitation build files, compiler files, test scripts and configurations), and all updates and upgrades to any of the foregoing, that enable Hardware or Systems to perform tasks or operations or process Data, in each case in object code form unless expressly provided otherwise in this Agreement and excluding any other Data or input or output;

“Software Release” means a collection of new and/or changed configuration items which are tested and introduced into the relevant Environment together;

“Solution” means the London Road User Charging Solution;

“Solution Architecture” means the high level and abstract specification of that title regarding the end-to-end solution's technical and design principles which are a policy of TfL, including without limitation for each Service Element, provided by TfL;

“Solution Element” means an individual:

- (A) Business Operations service;
- (B) Enforcement Operations service;
- (C) Detection and Enforcement Infrastructure service;
- (D) Retail service;
- (E) Core IT service; or
- (F) other service,

as set out in paragraphs 3 and 4 of Appendix 40 (Solution Architecture) to the Statement of Requirements;

“**Source Code**” means computer/machine programming code, other than object code, and related source code level system documentation, comments and procedural code such as job control, language, header files, parameter files, definitions files, configuration files and any other included file referenced in any source file which may be printed out or displayed in an eye readable and understandable form by a competently skilled computer programmer, and including embedded commentary procedures and ancillary documents in either paper or electronic format;

“**Spare Parts**” has the meaning ascribed to it in clause 67.9 (Assets);

“**Spares**” has the meaning ascribed to it in paragraph 10.3(K)(20) of schedule 3 (Milestones and Deliverables);

“**Specially Written Software**” means the Software, code for Interfaces, databases, and enhancements or other alterations thereto in connection with the Services and/or the Schemes, written by or on behalf of the Service Provider or its Sub-Contractors and included in the Service Systems;

“**Specification**” means:

- (A) all standards applying to the Services specified in the Agreement;
- (B) the specifications for the Services, being:
 - (1) the TfL Design; and
 - (2) the Statement of Requirements; and
- (C) where such standards or specifications are not otherwise provided for, then the applicable manufacturers’ specifications;

“**Standard Report**” means a report that has been pre-defined and made available to Users of the Management Information System;

“**Statement of Requirements**”, “**SoR**” or “**SOR**” means the specifications for the Services which describe TfL's business requirements and which are set out in schedule 2 (Statement of Requirements);

“**Statement of Truth**” means one of the documents used in relation to the Enforcement Operations to challenge Out of Time Statutory Declarations that are unacceptable, and

which consists of the PCN history and the reason(s) why the application has been rejected;

“Statutory Declaration” means a submission made by an individual to the Traffic Enforcement Centre by completing a form dispatched with the Order for Recovery;

“Step-in Action” means the performance of the Services (or part(s) thereof) by TfL pursuant to clause 71 (Rights of TfL to Step-In);

“Step-in Rights” means the right of TfL to step into the Agreement and take over running of the Services (or part of the Services) pursuant to clause 71 (Rights of TfL to Step-In) including without limitation the right for TfL to appoint a Third Party to do so;

“Strategic Review” means a regular review to be conducted in accordance with paragraph 4 of schedule 10 (Contract Management and Reporting);

“Sub-Contract” means any contract or agreement (whether or not in writing) between the Service Provider and a Third Party in relation to any activity arising out of or related to the provision of the Services (including without limitation to the generality of the foregoing such contracts between the Service Provider and a member of the Service Provider Group);

“Sub-Contractor” means a sub-contractor with whom the Service Provider enters into a Sub-Contract (including but not limited to Key Sub-Contractors);

“Subject Access Request” or **“SAR”** means a request from a Customer for details of all data held on the Customer by the Service Provider under the right of access to Personal Data by the individual who is the subject of that Data, as set out in the Data Protection Act;

“Sub-System” means a subset or ancillary part of any System;

“Summary Record” or **“SR”** means a specific type of Detection Event, using ANPR;

“Supply Contracts” means such contracts as TfL may notify to the Service Provider from time to time, entered into between TfL and Other Service Providers;

“Support Personnel” means Service Provider Personnel involved in the provision of Support Services;

“Support Services” means Services related to maintenance, Issue management and Issue resolution activities;

“Sustained Event” has the meaning ascribed to it in paragraph 4.7 of schedule 8 (Operational Pricing);

“System” or **“Systems”** means telecommunications systems, computer systems, networks, interfaces, computer programs, databases, the tangible media on which they are recorded and their supporting documentation, including input and output format, program listings, narrative descriptions, Source Code, object code, operating instructions and user manuals;

“System Acceptance Testing” means the Testing envisaged under paragraph 8.1(C) of schedule 4 (Testing Regime);

“System Build” means the installation and set-up of the Service Systems;

“System Build Documentation” has the meaning ascribed to it in paragraph 27.1 of schedule 3 (Milestones and Deliverables);

“System Design” means the definition of processes and Systems architecture and the delivery of an approved functional systems specification;

“System Failure” means any material failure, fault or problem of the Service Systems or part of it amounting to a Severity 1 failure;

“System Log” means a log or set of logs held on the Service Systems which record the agreed set of Hardware, Software and Systems diagnostics and other Hardware, Software, Systems events such that correct operation of the Service Systems can be demonstrated;

“System Testing” means the Testing envisaged under paragraph 8.1(B) of schedule 4 (Testing Regime);

“Systems Integration Test Environment” means an Environment in which Systems Integration Testing may be carried out;

“Systems Integration Testing” means the Testing envisaged under paragraphs 8.1(D) and 9.1(C) of schedule 4 (Testing Regime);

“Tag” means an On-Board Unit which identifies a Vehicle to a Beacon;

“Tag Record” means a record of a Detection Event which is detected using a Tag;

“**Tampered Vehicle**” means a Vehicle displaying a number plate which has been maliciously altered to disguise the VRM;

“**Tax**” or “**Taxation**” means any form of taxation, levy, duty, contribution or impost of whatever nature (including any related fine, penalty, surcharge or interest) imposed by any local, municipal, governmental, state, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world;

“**Technical Design Study**” or “**TDS**” means the technical design study conducted by the Service Provider prior to execution of this Agreement as a result of which the Service Provider produced the Service Provider’s Solution;

“**TDS Agreement**” has the meaning ascribed to it in clause 8.1 (TDS, Service Provider’s Solution and Responsibility for Designs);

“**TDS IPR**” means the Intellectual Property Rights used or incorporated in the Service Provider’s Solution or otherwise used in or arising out of the TDS;

“**TEC Code of Conduct**” means the Traffic Enforcement Centre’s description of the processes and procedures that must be followed when using their services;

“**Technical Proving**” means the Testing envisaged under paragraph 8.1(F) of schedule 4 (Testing Regime);

“**Technology Change**” has the meaning set out in clause 22 (Changes to Technology);

“**Term**” means the duration of this Agreement from the Effective Date up to and including the Expiry Date or the Termination Date (whichever is applicable) and which shall include the Hand Back Period;

“**Term Only Software**” means Software comprised or to be comprised in the Licensed Materials and:

- (A) expressly set out in the columns headed as COTS in the IP registers contained in section 27 and as clarified in section 7.11 and all other items in those IP registers solely within BOps and EOps of the Service Provider’s Solution; or
- (B) which is otherwise expressly agreed in writing by the Parties as such,

but in each case excluding Software or any part of Software comprising or included in any Interface or part of an Interface;

“**Termination Compensation**” means the amount, if any, which TfL is to pay to the Service Provider on termination of this Agreement in accordance with clause 74.1 (Consequences of Termination, Partial Termination or Expiry) and schedule 6 (Termination Compensation);

“**Termination Date**” means the date with effect from which this Agreement is terminated in its entirety by either party in accordance with clause 72 (Termination);

“**Test Case**” means a set of test inputs, execution steps and expected results developed to exercise the Test Criteria;

“**Test Criteria**” means the specific test conditions and criteria used to determine whether a Software or Hardware item passes or fails a Test;

“**Test Data**” means any Data in relation to any Testing;

“**Test Environment**” means an Environment used in relation to the relevant Testing;

“**Test Manager**” means the member of Key Personnel referred to as the same in schedule 11 (Key Personnel);

“**Test Plan**” means a detailed document prepared or to be prepared by the Service Provider as envisaged under paragraph 6 of schedule 4 (Testing Regime);

“**Test Report**” means a test report prepared or to be prepared by the Service Provider as envisaged under paragraph 12 of schedule 4 (Testing Regime);

“**Test Specification**” means a detailed specification document prepared or to be prepared by the Service Provider setting out how the Tests will demonstrate that the Test Criteria have been met as envisaged under paragraph 7 of schedule 4 (Testing Regime);

“**Test Stage**” means each and any stage of Testing as set out in paragraphs 8 and 9 of schedule 4 (Testing Regime);

“**Test Strategy**” means the high level document to be produced by the Service Provider in accordance with paragraph 3 of schedule 4 (Testing Regime);

“Test Witnessing” means a process by which personnel from TfL, or a nominated Third Party, witnesses the execution of Tests performed by the Service Provider as envisaged under paragraph 11 of schedule 4 (Testing Regime);

“Testing” shall have the meaning set out in the definition of **“Tests”**;

“Testing Documents” means all Documentation to be provided by the Service Provider to TfL in accordance with schedule 4 (Testing Regime);

“Tests” means the tests undertaken or to be undertaken by the Service Provider as envisaged under clause 12 (Testing), schedule 4 (Testing Regime) and paragraph 3 of schedule 25 (Business Continuity) to assess whether the Deliverables meet TfL’s requirements as set out in this Agreement and **“Testing”** shall have a corresponding meaning;

“TfL Assets” means those Assets which are to be purchased by the Service Provider in order to provide the Services, as set out in the CAPEX Plan or a Change Authorisation and paid for through the Milestone Payments or relevant Change, as appropriate;

“TfL Confidential Information” means information and Data relating to the Schemes or the business or affairs of TfL and/or its employees which is divulged to, or obtained by, prepared by or created by or for the Service Provider and/or one or more Guarantors and/or Shareholders during the bid process, negotiation of this Agreement and/or provision of the Services and which is either:

- (A) in written form and marked as proprietary and confidential;
- (B) is by its very nature confidential; or
- (C) which may otherwise reasonably be regarded as confidential;

“TfL Design” means the TfL High Level Design, Solution Architecture, Interface Specification and Third Party Specifications;

“TfL Event” means:

- (A) negligence of an Other Service Provider; or
- (B) where performance by the Service Provider under this Agreement is expressly specified in schedule 28 (Service Provider’s Solution) or an Approved Key

Document to be dependant upon the provision of access, Data, information or services by an Other Service Provider within a specified timescale, failure by such Other Service Provider to provide the specified access, Data, information or services within such timescale;

“TfL Group” means Transport for London and all of its subsidiaries (as defined in section 736 of the Companies Act 1985) from time to time;

“TfL High Level Design” means, in respect of Core IT, the document of that title provided by TfL;

“TfL Interface” means the electronic data Interfaces built by the Service Provider for the transmission of Data between the Service Provider and TfL;

“TfL IPR” means the Intellectual Property Rights of TfL whether pre-existing or created by or on behalf of TfL (other than by or on behalf of the Service Provider) in relation to the Schemes including without limitation trademarks and logos of TfL (**“roundels”**) and anything owned or developed by any Other Service Provider (but not including any Intellectual Property Rights in the TfL Materials);

“TfL Lease” means any lease or licence of premises under which TfL is the tenant or licensee, as the case may be;

“TfL Materials” means:

- (A) the TfL Design;
- (B) the Infrastructure Design;
- (C) the Service Provider High Level Design;
- (D) the Service Databases and all Services Data;
- (D) the Process Definition Deliverable;
- (E) the Detailed Design;
- (F) the Functional Requirements;
- (G) the Service Systems Interfaces and the Interface Specification;

- (H) any Service Systems Software developed, provided or used in connection with the provision of Core IT; and
- (I) any other Services Materials developed, provided or used in connection with the provision of Core IT,

whether pre-existing as at the Effective Date (including without limitation in respect of TDS IPR) or created or developed on or after the Effective Date, in either case not including any Excluded COTS Software, Excluded COTS Hardware, Other Excluded Software and any Generic Modifications (but including, without limitation, any Service Systems Software or other Services Materials comprising a development, modification or enhancement to any Excluded COTS Software, Excluded COTS Hardware or Other Excluded Software (other than the Generic Modifications and Minor Bug Fixes));

“TfL Merchant Acquirer Agreement(s)” means the agreement(s) between TfL and the Merchant Acquirer(s) under which TfL receives Merchant Acquirer Services;

“TfL Obligations” means the obligations of TfL that are specified in this Agreement;

“TfL Premises” means the premises licensed to the Service Provider in accordance with schedule 18 (Premises);

“TfL Systems” means all or any part of any Systems, Hardware or Software used by TfL in connection with the Schemes;

“TfL’s Authorised Officer” means the relevant member of Authorised TfL Personnel;

“Thames Gateway Bridge” or **“TGB”** means the proposed Thames Gateway Bridge project that would link Beckton (London Borough of Newham) to Thamesmead (London Borough of Greenwich);

“Third Party” means any person or entity which is not a party to this Agreement including without limitation any government body other than TfL;

“Third Party Software” means any Software, code for Interfaces, databases which are included in the Service Systems, and enhancements thereto, and in respect of which in each case the Intellectual Property Rights are owned by one or more Third Parties (including without limitation relevant Software which is COTS);

“Third Party Specifications” means specifications developed by or on behalf of, or

otherwise relating to, any Other Service Provider or other Third Party (including without limitation developed or jointly developed by or on behalf of the Service Provider) relating to the Service Systems Interfaces or any other Interface, in each case provided by TfL to the Service Provider from time to time and excluding any Interface Specification;

“Traffic Enforcement Centre” or **“TEC”** means the office of the county court where debts and Warrants of Execution are registered against the Registered Keeper / Person Liable who are resident in England and Wales prior to the Service Provider recovering debts through Bailiff action;

“Traffic Monitoring” means the TfL Personnel team that collect and analyse Data to assess the impact of Congestion Charging and other Schemes;

“Traffic Policing & Enforcement Directorate” or **“TPED”** means the TfL directorate that delivers transport policing and enforcement services across TfL's operational businesses;

“Training Plan” has the meaning ascribed to it in paragraph 24.1 of schedule 3 (Milestones and Deliverables);

“Transaction Record” means the record whereby a Detection Device is recorded as it passes through a Communication Zone;

“Transaction Reversal” means the reversal of any electronic (bank or credit card or direct debit or other bank transfer) transaction made by the Service Provider against a Customer's bank account before the contact with the Customer is completed for an incorrect amount of money, without authorisation or otherwise in error;

“Transaction Volume” means the number of transactions per billing period;

“Transaction Volume Change” has the meaning ascribed to it in paragraph 13.1 of schedule 9 (Change Control Request Procedure);

“Transferring Employees” means any and all individuals who are employed by the Incumbent Service Provider (or by its sub-contractors or by TfL) any time before the Operational Commencement Date and who at any time prior to such date are concerned with all or any of the services provided by the Incumbent Service Provider under its agreement with TfL or any part thereof;

“TUPE Regulations” or **“TUPE”** means the Transfer of Undertakings (Protection of

Employment) Regulations 2006 (as amended) or any successor legislation in force from time to time;

“Unauthorised Access” means access to the Systems, Data, facilities and/or Premises used by the Service Provider in the provision of the Services by individuals whether physically, electronically or otherwise, other than Users or Authorised Staff, or access by Users or Authorised Staff which exceeds their authorised access rights as granted by the Service Provider;

“Unit Testing” means the Testing of functionality for each unit within a sub-Service, as further described in paragraphs 8.1(A) and 9.1(A) of schedule 4 (Testing Regime);

“Usage Event” means the use of a section of road by a Vehicle, as detected at a Charge Point;

“Usage Product” means a Product which a Customer may purchase, or which may be purchased on a Customer’s behalf, in order to permit a Vehicle to be within a Charging Zone during Charging Hours without incurring a Penalty Charge;

“Use Only Software” means Software comprised or to be comprised in the Licensed Materials and:

- (A) expressly set out in the columns headed as COTS in the IP registers contained in section 27 of the Service Provider’s Solution; or
- (B) which is otherwise expressly agreed in writing by the Parties as such,

but in each case excluding Software or any part of Software comprising or included in any Interface or part of an Interface;

“User” means any person making use of the Service Systems;

“User Audit Log” means a log or set of logs held on the Service Systems which records each action taken on the Systems, the identity of the User carrying out the action, and the date and time of the action;

“V5C” means the registration document issued by the DVLA to the registered owner of a Vehicle;

“Value Added Tax” and “VAT” mean UK value added tax as provided for in the Value

Added Tax Act 1994 and legislation supplemental thereto or replacing, modifying or consolidating it;

“Variable Monthly Operational Charge” has the meaning ascribed to it in paragraph 4.1(E) of schedule 8 (Operational Pricing);

“Variation Order” means a variation order to a Scheme Order;

“Vehicle” means any car, commercial vehicle, motorcycle, sidecar, tricar, motor scooter, caravan and trailer, whether runners, non-runners (including vehicles that cannot be towed), or vehicle shells of the foregoing categories only;

“Vehicle and Operator Services Agency” or **“VOSA”** means the Vehicle and Operator Services Agency, an executive agency of the Department for Transport responsible for the inspection of certain vehicles and the enforcement of certain traffic management regulations;

“Vehicle Data Service” or **“VDS”** means a Third Party agency which records and provides access to vehicle data, such as the DVLA;

“Vehicle Information” means information about a Vehicle received from one or more Vehicle Data Services;

“Vehicle Information Pack” means a collection of Vehicle Information received from one or more Vehicle Data Services for a given VRM and particular request;

“Vehicle List” means an unordered and independent list of Vehicles, with each such list being held with a unique name;

“Vehicle of Special Interest” or **“VoSI”** means a Vehicle that has been identified to the Service Provider as being of special interest to TfL, and for which details of Detection Events are logged, retained and used for internal monitoring and management and may be provided to Third Parties such as the Police and Security Services for the prevention and detection of criminal activity;

“Vehicle Registration Mark” or **“VRM”** means the unique identifier required by law to be displayed in numerical and character format on mechanically propelled vehicles on a public highway;

“Vehicle Usage Record” or **“VUR”** means a record of a Usage Event;

“**Verification**” means the process of checking a Detection Event and its supporting evidence in order to increase the certainty that the recorded VRM is that of the detected Vehicle and “**Verify**” and its grammatical variants shall be construed accordingly;

“**Verification Filters**” means a sub-set of Batch Filters that are applied to a VRM when an associated VUR requires Verification;

“**Version Control**” means the management of multiple revisions of the same unit of information, used to manage ongoing development of digital documents like Source Code, electronic models and other information that may be worked on by a team of people. Changes to these documents are identified by incrementing an associated number or letter code, termed the “version” or “revision” and associated historically with the person making the change;

“**Version Control Process**” means a practice that tracks and provides control over changes to Source Code, Documentation and configuration files;

“**Version Control System**” means the Hardware, Software and Systems used to host files under the control of the Version Control Process;

“**Virtual Charge Point**” or “**VCP**” means a Charge Point from which Detection Events can be received, but which has no physical roadside presence;

“**Virus**” means any thing or device, other than a bug or error (insofar as such bug or error is itself a fault in the design or production of Service Systems Software), which may impair or otherwise adversely affect the operation of any computer, prevent or hinder access to any program or data, impair the operation of any program or the reliability of any data (whether by re-arranging within the computer or any storage medium or device, or altering or erasing, the program or data in whole or part or otherwise), including worms, trojan horses, computer viruses and other similar things;

“**Volume Band**” has the meaning ascribed to it in paragraph 4.1 of schedule 8 (Operational Pricing);

“**Waiver**” means the waiving of all or part of the Release Fee for a removed or clamped Vehicle under the direction of TfL;

“**Warrant of Execution**” means a document pursuant to which a Bailiff is granted leave by the court to take recovery action against a person;

“**Web**” means the worldwide web;

“**Weekday**” means the period from 00.00.00 on any day other than a Weekend until 23.59.59;

“**Weekend**” means the period from 00.00.00 on a Saturday until 23.59.59 on a Sunday;

“**Weekly Charge**” means a Charge Payment covering the number of Charging Days per week applicable to that Scheme in respect of which payment on a weekly basis is permitted;

“**Western Extension Zone**” or “**WEZ**” means the geographical zone covering parts of West London, being an extension to the Central Congestion Charging Zone, operational from 19 February 2007;

“**Workflow**” means the process by which Documents are progressed as items according to type, directed to the correct groups or persons, and managed through to resolution in a structured, auditable, controlled and resource-efficient manner;

“**Working Day**” means any day other than any Saturday, Sunday or public holiday in England;

“**Working Hours**” means the period from 08.00.00 to 17.59.59 on a Working Day;

“**Work-off Plan**” means the plans to be developed by the Service Provider as further described in paragraphs 29 and 30 of schedule 3 (Milestones and Deliverables); and

“**Year**” means the twelve-month period running from the Effective Date or the consecutive anniversary of the Effective Date.