

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: ABBREVIATIONS

AEI	means the average earnings index
ALG	means the Association of London Government
ANPR	see Automatic Number Plate Recognition
APACS	means the Association for Payment Clearing Services
API	means the Application Programming Interface
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
BACS	means the Bankers Automated Clearance System
BCP	see Business Continuity Plan
BFG	means British forces
BME	means a Black and Minority Ethnic Business
BSI	means the British Standards Institution
CA	see Certification Authority
CC	See: (A) Contravention Candidate; or (B) Congestion Charging (as the context requires or permits)
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

COTS	see Commercial Off-The-Shelf
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
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
DSS	means data security standards
DVLA	see Driver and Vehicle Licensing Agency
EC	means the European Community
EDI	means electronic data interchange
EDRA	see European Debt Recovery Agency
EEA	means the European Economic Area
e-GIF	means the e-Government Interoperability Framework as published by the Cabinet Office
EIR	see Environmental Information Regulations
ER	see Evidential Record
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
FOI	means freedom of information
FOIA	see Freedom of Information Act

GAAP	means generally accepted accounting principles
GIF	means the graphics interchange format
GIP	see Good Industry Practice
GLA	means the Greater London Authority
GMT	means Greenwich Mean Time
GUI	means Graphical User Interface
HGV	means heavy goods vehicle
HLD	see High Level Design
HOSDB	means the Home Office Scientific Development Branch
HTML	means hypertext mark-up language
ID	means identification
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
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
MAC	means message authentication code
MDB	means message driven bean
MI	see Management Information
MIS	see Management Information System
MoD	means the UK Ministry of Defence

MTA	see Mail Transport Agent
NHS	means the National Health Service
NRS	see Number Plate Recognition System
NTP	means Network Time Protocol
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
PAF	means: (A) Postal Address File; or (B) Postal Address Format (as the context requires or permits)
PAN	means personal account number
PC	means: (A) personal computer; or (B) Penalty Charge (as the context requires or permits)
PCI	means the payment card industry
PCN	see Penalty Charge Notice
PDA	means personal digital assistant
PDF	means portable document format
PES	see Permanent Evidence Store
PFI	means the Private Finance Initiative
PI	means: (A) Performance Indicator; or (B) public information (as the context requires or permits)
PIN	means personal identification number
PMA	see Policy and Monitoring Advisor

QA	see Quality Assurance
RAS	means remote access server
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
SAR	see Subject Access Request
SFD	see Service Failure Deduction
SFP	see Service Failure Point
SFTP	means secure file transfer protocol
SI	means a Statutory Instrument
SL	see: (A) Service Levels; or (B) Severity Level (as the context requires or permits)
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 the context requires or permits)
SR	see Summary Record
TACACS	means terminal access controller access control system
TCA	means transactional control application
TDS	see Technical Design Study

TLRN	means the Transport for London Road Network
TPH	see London Taxi and Private Hire
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
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
WORM	means write once, read many
XML	means extensible mark-up language
XSD	means XML schema definition
WSMQ	means WebSphere Message Queue (MQSeries)
WEZ	means Western Extension Zone, a legacy term which now represents all Congestion Charging Zones

PART 2: DEFINITIONS

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

Term	Definition
"2 Yearly Discount Administration Charge"	means an Administration Charge in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"2 Yearly Discount Renewal Charge"	means an Administration Charge in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"9+ Seat Vehicle Discount"	means a discount of the Congestion Charge Payment in accordance with Appendix 2 (Customer Account Structure) of Schedule 2 (Statements of Requirements (Business Operations));
"Abandoned Call"	has the meaning given to it in paragraph PI 11.2 of Schedule 5 (Service Level Agreement (Business Operations));
"Acceptable Service Level"	has the meaning given to it in paragraph 2.5 of Schedule 5 (Service Level Agreement);
"Acceptance Testing"	means in relation to an element of the Service System(s) Testing in accordance with section 1.2(C) of Annex 1 of Schedule 4 (Testing Regime);
"Accepted"	means, in relation to a Milestone, that TfL has issued a Milestone Acceptance Notice for that Milestone (and " Acceptance " shall be construed accordingly);
"Accommodation Plan"	has the meaning given to it in paragraph 14.1 of Schedule 3 (Milestones and Deliverables);
"Account Holder"	means in relation to a Customer Account, the named Customer who has registered their details and whom accepts responsibility for the Customer Account;
"Account Service"	means an optional facility, , linked to a Customer Account, which includes, but is not limited to, Auto Pay and Discounts for which a Customer may apply;
"Account Updater Service"	means the service(s) that enable the electronic exchange of updated account information among participating merchants, the Merchant Acquirers and Card Issuers;
"Account User"	means, in relation to a Customer Account, a named person authorised by the relevant Account Holder and registered to use such Customer Account;
"Accounting Standards"	means the International Financial Reporting Standards (IFRS), and associated interpretations issued by the IFRS Interpretation Committee and approved by the International Accounting Standards Board;
"Accredited Breakdown Discount"	means a discount of the Congestion Charge Payment in accordance with Appendix 2 (Account Structure) of Schedule 2 (Statements of Requirements (Business Operations));

"Actual TUPE Cost"	has the meaning given to it in paragraph 8.3 of Schedule 7 (Charging & Operational Pricing);
"Ad Hoc Report"	means any MI report other than a Performance Indicator Report, an Operational Chargeable Process Report or a Financial Report;
"Additional Service"	means a service which may be required by TfL under this Agreement, pursuant to the Change Control Request Procedure, in accordance with Clause 23 (Additional Services);
"Adjudicator"	has the meaning given to it in paragraph 4.1 of Schedule 21 (Dispute Resolution Procedure);
"Adjustment"	means a modification to a Customer Account balance for reasons other than a Write-off;
"Administration Charge"	means a charge which the Service Provider shall be required to charge Customers in relation to an administrative actions, including but not limited to registrations and renewals, charge amendments and refunds;
"Administration Charge for Refund when surrendering Monthly or Annual Charge Payment"	means an Administration Charge in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"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;
"Agreement"	means this agreement including its Schedules, any Appendices or Annexes (including without limitation to the generality of the foregoing the Statement of Requirements);
"Agreed SLNT Plan"	means the Service Provider's strategic labour needs and training plan which will replace the Initial SLNT Plan set out at Annex 3 (Initial SLNT Plan) of Schedule 24 (Responsible Procurement);
"Amend Charge Payment (start date)"	means an Administration Charge in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"Amend Charge Payment (VRM)"	means an Administration Charge in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"Amend VRM for Resident"	means an Administration Charge in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"Annual Discount Administration Charge"	means an Administration Charge in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"Annual Discount Renewal Charge"	means an Administration Charge in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));

"Anomaly"	means an accounting entry that cannot be explained by underlying operational activity, or does not have a defined cost or income driver;
"Anonymous Record"	means an electronic record of details, where there is insufficient information to create either a Customer Record or a Customer Account;
"ANPR Confidence Level"	means the confidence level assigned to each interpreted Vehicle Registration Mark by the Detection and Enforcement Infrastructure Service Provider's system at the time of capture, providing a measure of the likelihood that the interpretation of the Vehicle Registration Mark is correct;
"Application Library"	means a collection of Software components which is sourced from and maintained by a Third Party;
"Apprentice"	means a member of the Service Provider's Personnel who is registered as an apprentice or technician with an industry recognised body;
"Approved"	means, in relation to a Deliverable, that: (A) the Service Provider has submitted and, if required, updated and resubmitted such Deliverable to TfL; and (B) TfL has issued a Notice of Approval in respect of such Deliverable, in accordance with paragraph 11.1 of Schedule 3 (Milestones and Deliverables) (and "Approval" shall be construed accordingly);
"Arrangements"	has the meaning given to it in Clause 60.2.5 (Step-in);
"ASB"	means Accounting Standards Board;
"As-Built Physical Architecture"	has the meaning given to it in Clause 17.1 (As-built Physical Architecture and Capacity Planning);
"Asset Agreements"	has the meaning given to it in Clause 55.2.2 (Assets);
"Asset Management System"	means the Service System used by the Service Provider to manage the Service Provider's Assets;
"Asset Register"	means the register of Assets to be developed, maintained and updated by the Service Provider and delivered to TfL in accordance with Schedule 12 (Asset Management);
"Assets"	means all Software, Hardware, firmware, tools, facilities, infrastructure, communications networks, documentation and other equipment, materials and assets, including portable equipment (including handhelds, mobile telephones, cameras, and radios, computers, tablets), office equipment, office furniture, leasehold improvements, motor vehicles, land, buildings, fixtures and fittings, manuals, training materials and instructions, 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;
"Assurance Rights"	means, in relation to a Deliverable that is the subject of Assurance, TfL's rights pursuant to paragraph 11.2(C) of Schedule 3 (Milestones and Deliverables) in respect of that Deliverable;

"Assured"	means, in relation to a Deliverable, that: (A) the Service Provider has submitted such Deliverable to TfL; and (B) such Deliverable is subsequently deemed to be Assured pursuant to paragraph 11.2(F) of Schedule 3 (Milestones and Deliverables), in accordance with paragraph 11.2 of Schedule 3 (Milestones and Deliverables) (and "Assurance" shall be construed accordingly);
"Authorised User"	means, in respect of an element of the Service System(s), a person authorised by TfL to access that element of the Service System(s);
"Auto Pay "	means CC Auto Pay and/or Fleet Auto Pay (as the context requires or permits);
"Automatic Number Plate Recognition" or "ANPR"	means the automated method of recognising and reading a VRM from a camera image;
"Average Handling Time"	means a fixed average handling time for a process as specified in the Billing Model;
"Bad Debt Provision"	means an amount that a company shows on its accounts to represent the money that is owed to it, and that is unlikely to be paid;
"Bank Reconciliation"	means a report that explains (at a point in time) any differences between the cash balances held in the general ledger and the closing balance of the Collection Accounts;
"Batch Processing"	means the execution of a series of programmes ("jobs") on a computer without manual intervention. All input data are preselected through scripts, command line parameters or job control language and are collected into batches of files and are processed in batches by the programme;
"Benchmarked Service Charges"	means the Service Charges in respect of the Benchmarking Services;
"Benchmarked Service Levels"	means the Service Levels in respect of the Benchmarking Services;
"Benchmarking Services"	means the Service Groups specified by TfL in a Benchmarking Notice;
"Benchmarking Exercise"	means an independent benchmarker proposed by TfL and approved by the Service Provider (or determined in accordance with the Dispute Resolution Procedure) in accordance with paragraph 3.2 of Schedule 36 (Value for Money Review Process) to carry out the Benchmarking Exercise;
"Benchmarking Notice"	means the objective measurement and comparison of the Benchmarking Service Charges by the Benchmarking Exercise in accordance with paragraph 3 of Schedule 36 (Value for Money Review Process);
"Benchmarking Notice"	means a notice issued by TfL pursuant to paragraph 3.1 of Schedule 36 (Value for Money Review Process);
"Bid Pricing Template"	means the pricing template used by the Parties prior to the date of this Agreement to model the proposed service charges to be charged under this Agreement, as set out at Annex D to Schedule 7 (Charging and Operational Pricing);
"Billing Model"	means the billing model for the calculation of the Service Charges, as set out at Annex A to Schedule 7 (Charging and Operational Pricing);

"Black and Minority Ethnic Business" or "BME"	means a black and minority ethnic business which is at least fifty-one per cent (51%) owned by members of one or more ethnic groups;
"Black List"	means a list of UK Vehicles which do not comply with the LEZ Scheme Order;
"Blue Badge"	means a badge issued under the "Blue Badge scheme", a scheme that provides a range of parking benefits for people with disabilities;
"Blue Badge Discount"	means a discount of the Congestion Charge Payment in accordance with Appendix 2 (Customer Account Structure) of Schedule 2 (Statements of Requirements (Business Operations));
"Blue Badge Holders"	means a Customer who has been issued with a Blue Badge through the Blue Badge scheme;
"Business Continuity"	means the continued operation of the Services in the manner, and to the extent, required pursuant to this Agreement;
"Business Continuity Event"	has the meaning set out in paragraph 1.1 of Schedule 25 (Business Continuity);
"Business Continuity Infrastructure"	has the meaning given to it in paragraph 2.10(C)(9) (Business Continuity Plan and Business Continuity Test Schedule) of to 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 Test Schedule"	means a document, to be developed, maintained and updated by the Service Provider in accordance with the Implementation Plan and Schedule 25 (Business Continuity) detailing the dates, times, criteria, processes and procedures of Testing envisaged under paragraph 3 of Schedule 25 (Business Continuity);
"Business Hours"	means the hours of 08.00 to 17.30 on a Working Day;
"Camera to Cash"	means a set of end to end processes that describe the flow of data and money from an initial Detection Event through to payment settlement with the Customer or Merchant Acquirer;
"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 the process of forecasting, monitoring, calculating, planning and implementing the Service Systems or any part thereof in order to analyse current, and to estimate 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 save that when a Draft Capacity Plan becomes an Agreed Capacity Plan, any reference to Capacity Plan shall be to the Agreed Capacity Plan;

"Card Issuer"	means the bank, or credit union or building society who has supplied the Customer with their Payment Card debit or credit card;
"Cardholder Data Environment"	means all information technology systems of the TfL Group (including all hardware, applications, software and network components such as firewalls, switches, routers and wireless access points) that, from time to time, process, transmit and/or store cardholder data and any connected sensitive authentication data (as such data is defined in further detail in PCI-DSS);
"Cardholder Data Environment Services"	has the meaning given to it Clause 45 (Security);
"CC Auto Pay Annual Charge per Vehicle"	means an Administration Charge in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"CC Auto Pay Daily Charge"	means a Congestion Charge Payment in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"CC Auto Pay Residents Daily Charge"	means a Congestion Charge Payment in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"CC Daily Charge"	means a Congestion Charge Payment in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"CC Charging Day"	means a day on which the Congestion Charging Scheme requires Customers to pay to enter the Congestion Charging Zone;
"CCTV Contraventions"	means contraventions for which TfL may issue a Penalty Charge Notice in accordance with Part 2 (regulation 10) of the Civil Enforcement of Parking Contraventions (England) General Regulations 2007;
"CEDR"	means Centre for Effective Dispute Resolution;
"Certification Authority" or "CA"	means an entity which issues Digital Certificates for use by other parties;
"Change Authorisation"	means a notice issued by TfL pursuant to Schedule 9 (Change Control Request Procedure) authorising the Service Provider to proceed with a Change (or any other piece of work);
"Change Control Request" or "Change Request" or "CCR" or "CR"	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"	<p>means any one or more of the following:</p> <ul style="list-style-type: none"> (A) amendment, alteration or modification to or repeal of existing Law (or any elements thereof); (B) introduction of any new Law (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, amendment, alteration or modification to or repeal of the 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 the Scheme, <p>which takes effect after the date of this Agreement;</p>
"Change"	<p>means any one or more of the following: (a) a General Change, (b) an Emergency Change, (c) a Mandatory Change, (d) a Merchant Acquirer Change, or (e) a Parameter Change;</p>
"Change Management"	<p>means the process responsible for controlling the lifecycle of all changes, enabling beneficial changes to be made with minimum disruption to Services;</p>
"Change Manager"	<p>has the meaning given to it in paragraph 2.1 (Change Manager) of Schedule 9 (Change Control Request Procedure);</p>
"Change of Control"	<p>means in respect of any company, if a person who directly or indirectly has Control of the company at the date of this Agreement ceases to do so or if a person obtains directly or indirectly Control of the company after the date of this Agreement;</p>
"Change of Ownership"	<p>means any material change to the ownership of any shareholding in the Service Provider or a Guarantor or a Parent Company (that carries the right to vote in general meetings of the shareholders of the Service Provider or a Guarantor or a Parent Company), and a change in the ownership is material if it is either:</p> <ul style="list-style-type: none"> (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 a Parent Company's issued share capital by any one Parent Company, whether undertaken in a single transaction or series of transactions;
"Charge Amendments"	<p>means an amendment to the VRM or date for a Charge Payment which has been purchased;</p>
"Charge Dispute"	<p>means a Customer challenge against a Congestion Charge Payment and/or an Administration Charge applied to their Auto Pay service;</p>
"Charge Element"	<p>means Operational Charges, Support Charges (Staff), Support Charges (Non-Staff), Overhead Charges and/or Pass-Through Charges (as the context requires or permits);</p>
"Charge Payment"	<p>means a Congestion Charge Payment and/or a LEZ Charge Payment (as the context requires or permits);</p>
"Chargeable Item Confidence Level"	<p>the confidence level assigned to a Chargeable Item providing a measure of the likelihood that the interpretation of the Vehicle Registration Mark is correct based on the total captures, and other known information, for that Vehicle Registration Mark for any day;</p>

"Chargeable Item" or "CI"	means a record of an event which is chargeable under the Scheme;
"Chargebacks"	means the return of funds to a Customer effected by a Card Issuer;
"Charging Day"	means a CC Charging Day and/or a LEZ Charging Day (as the context requires or permits);
"Charging Hours"	means, in relation to a Scheme, the hours within which that Scheme operates on a Charging Day;
"Charging Zone"	means the Congestion Charging Zone and/or the LEZ (as the context requires or permits);
"Chart of Accounts" or "COA"	means a created list of the accounts used by a business entity to define each class of items for which money or the equivalent is spent or received. It is used to organize the finances of the entity and to segregate expenditures, revenue, assets and liabilities in order to give interested parties a better understanding of the financial health of the entity;
"Chartered Accounting Qualification"	means an accountant who is a current member of a cognised professional accounting society/institute, and who, by virtue of having completed the specified curriculum, is a full member of the society, and is able to use the designatory letters associated with that society or institute;
"CIPFA"	means Chartered Institute of Public Finance and Accountancy;
"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;
"Code of Connection"	means the set of instructions issued by an organisation, such as the DVLA, from time to time for connection to its Systems;
"Collection Accounts"	has the meaning given to it in paragraph 1.1(A) 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 and/or consult with the Service Provider Personnel and/or other individuals or their appropriate representatives (including any trade union representatives);
"Colour Contextual"	means the image taken from the colour camera that gives further information on the location of the Vehicle where the record was created;
"Commercial Group Meetings"	has the meaning given to it in paragraph 8 of Schedule 10 (Contract Management and Reporting);
"Commercial Off-The-Shelf" or "COTS"	means (i) COTS Products or (ii) Hardware products that are ready-made and available for sale;
"Commercial Review Group"	means the governance body detailed in paragraph 8 of Schedule 10 (Contract Management);
"Commercial Review Meeting"	has the meaning given to it in paragraph 8 of Schedule 10 (Contract Management);

"Communication"	means any communication by any method including but not limited to written correspondence, SMS messages, emails, Web interaction and telephone communications;
"Comparable Services"	means, in relation to Benchmarked Services, services which (in the opinion of the Benchmarker) are comparable to the Benchmarked Services and are provided on similar terms and conditions having regard to the relevant factors determined by the Benchmarker, including (but not limited to) the nature, volume, technology, complexity and term of such services;
"Compatibility" and "Compatible"	has the meaning given to it in Clause 18.1.4 (Technology Compatibility and Flexibility);
"Compensation Demand"	means a demand by TfL for the release of a Compensation Escrow Payment from the Compensation Escrow Account, in the form set out in schedule 4 (Form of Payment Instruction Letter) of the Compensation Escrow Agreement;
"Compensation Escrow Account"	means the escrow account set up pursuant to the Compensation Escrow Agreement;
"Compensation Escrow Agent"	means HSBC Bank plc;
"Compensation Escrow Agreement"	means the agreement dated on or around the date of this Agreement between TfL, the Service Provider and the Compensation Escrow Agent;
"Compensation Escrow Amount"	means the balance of funds in the Compensation Escrow Account from time to time;
"Compensation Escrow Deposit"	means a payment into the Compensation Escrow Account;
"Compensation Escrow Payment"	means a payment from the Compensation Escrow Account pursuant to Clause 8.11 (Operational Commencement) in order to fulfil the Service Provider's obligations under Clause 8.3 (Operational Commencement) or Clause 8.4 (Operational Commencement);
"Competitive"	means, in relation to the Service Charges, the mean of the range of charges payable to similar suppliers for Comparable Services (such mean charges being the " Competitive Service Charges ");
"Compliance Matrix"	means a report on how each Requirement is achieved which maps each Requirement onto the relevant Service Elements and/or associated Services, in the form set out in Annex B of Schedule 28 (Service Provider's Solution);
"Computer Misuse Act 1990"	means the Computer Misuse Act 1990 as may be amended or superseded by equivalent legislation from time to time;
"Computer Telephony Integration"	means any technology which permits interactions on a telephone and a computer to be integrated and/or co-ordinated;
"Confidential Information"	means TfL Confidential Information and/or Service Provider Confidential Information as the context requires or permits;
"Configuration Item"	means any component or other service asset that needs to be managed in order to deliver the Services. Information about each configuration item is recorded in a configuration record within the configuration management system and is maintained throughout its lifecycle by service asset and configuration management. Configuration Items are under the control of Change Management. They typically include IT services, hardware, software, buildings, people and formal documentation such as process documentation;

"Configuration Management"	means the process of managing Configuration Items;
"Configuration Management Solution"	means processes, procedures and tools within IT Services Management for identifying, logging, updating, monitoring, and managing Configuration Items;
"Configuration Records"	has the meaning given to it in Clause 55.6 (Assets);
"Congestion Charging" or "CC"	see Congestion Charging Scheme;
"Congestion Charge Payment"	means the charge payment due for a VRM within the Congestion Charging Zone during Charging Hours;
"Congestion Charging Auto Pay" or "CC Auto Pay" or "CCAP"	means an automated A Service which records the number of Charging Days a registered Vehicle travels within the Congestion Charging Zone each month and bills the Customer for these, along with Administration Charges due, each month;
"Congestion Charging Contraventions"	means contraventions for which TfL may issue a Penalty Charge Notice under regulation 12 of the Road User Charging (Enforcement and Adjudication) (London) Regulations 2001, in accordance with article 12 of the Greater London (Central Zone) Congestion Charging Order 2004, as varied;
"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, as varied, and any amendment to or supersession of the same;
"Congestion Charging Zone"	means the zone in which the Congestion Charging Scheme is applied as set out in the Congestion Charging Scheme Order;
"Connected Party"	means a Third Party who has a Connected System;
"Connected System"	means a Third Party or Other Service Provider's System which is 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"	means the customer service centre(s) through which the Service Provider interfaces with Customers and which handles, amongst other things, Enquiries, Complaints and payments, via multiple channels, for example, telephone, web, post and email;
"Contact Centre Operational Day"	means the days on which the Contact Centre is open and operational as agreed in writing by TfL;
"Contact Centre Operational Hours"	means, on each Contact Centre Operational Day, the hours during which the Contact Centre is open and operational as agreed in writing by TfL;
"Contest(ed)"	means, in relation to an Appeal, a decision to oppose made in accordance with Appendix 9 (TfL Business Rules) of Schedule 2 (Statements of Requirements (Enforcement Operations));
"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 Information"	means (i) the Agreement in its entirety (including from time to time agreed changes to the Agreement) and (ii) data extracted from the invoices submitted pursuant to Clause 24 (Invoicing and Payment) which shall consist of the Service Provider's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
"Contract Management Group"	means the Project Review Group, the Operational Review Group and/or the Strategic Review Group (as the context requires or permits);
"Contract Management Meeting"	means a Project Review Meeting, an Operational Review Meeting and/or a Strategic Review Meeting (as the context requires or permits);
"Contract Manager"	has the meaning given to it in paragraph 5.1 of Schedule 10 (Contract Management and Reporting);
"Contravention"	means non-compliance with the relevant Legislation for any Contravention Type;
"Contravention Candidate", or "CC"	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 Operational IT Systems Service Provider 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);
"Contravention Validation and Verification Checking" or "CVVC"	means the process by which Contravention Candidates are checked and validated;
"Control" or "Controlled"	means: (A) with respect with respect to a person, 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; (B) means with respect to any: (i) item of information, including, without limitation, Know-How; or (ii) Intellectual Property Right, the possession (whether by ownership or licence, other than pursuant to this Agreement) by a Party of the ability to grant to the other Party access and/or a licence as provided herein under such item or right without violating the terms of any agreement or other arrangements with any Third Party existing as of the date of or during the Term;
"Correspondence"	means any correspondence in a written format (including email);
"Corrupt Act"	has the meaning given to it in Clause 52.1.2 (Ethics, Bribery and Corruption);

"Corruption Law"	means all applicable Laws in connection with bribery and corruption, including without prejudice to the generality of the foregoing: (A) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December, 1997, which entered into force on 15 February, 1999, and the Convention's Commentaries; and (B) the United States Foreign Corrupt Practices Act (" FCPA ") to the extent that it applies to the Service Provider at the Effective Date or subsequently during the Term; and (C) the United Kingdom Bribery Act 2010 and, in relation to conduct prior to the Bribery Act 2010 being brought into force, the United Kingdom Public Bodies Corrupt Practices Act 1889 and the Prevention of Corruption Act 1906 (together with the United Kingdom Bribery Act 2010, the " UK Corruption Laws ");
"COTS Product"	means a software product which has been developed independently of this Agreement and is made available to the public by the relevant vendor on standard commercial terms;
"Creditor"	means a Third Party to whom money is owed;
"CSV File"	means a comma-separated values (CSV) file consisting of any number of records, separated by line breaks of some kind with each record consisting of fields, separated by some other character or string (most commonly a literal comma or tab);
"Customer Account"	means, in relation to a Customer, the electronic record of such Customer's identity, VRM, Charge Payment and financial details within the Service Systems created in accordance with Appendix 2 (Customer Account Structure) of Schedule 2 (Statements of Requirements (Business Operations)) (in circumstances where the Customer has chosen to provide the Customer Account data requested and has accepted the Terms and Conditions);
"Customer"	means any person (including, for the avoidance of doubt, any company or other organisation) who interacts with the Scheme(s) and Service(s) provided by the Service Provider under the terms of this Agreement;
"Customer Correspondence"	means Correspondence sent to or by a Customer;
"Customer Data"	means any Data relating to a Customer held on the Service Systems, including but not limited to the Customer's details and Systems status Data records for that Customer;
"Customer Satisfaction Incentive Payment"	means a payment by TfL to the Service Provider in accordance with PI30 of Schedule 5 (Service Level Agreement);
"Customer's Interaction History"	means in relation to a Customer a record of all Communications between the Service Provider and 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 created in accordance with Appendix 1 (Customer Account Structure) of Schedule 2 (Statements of Requirements (Business Operations Agreement) (in circumstances where there is insufficient detail in order to create a Customer Account, or the Customer has chosen not to register for a Customer Account);
"Customer Web Channels Testing Strategy"	means the Service Provider's strategy to Test that a Customer can read, change, upload information to the Service System(s) through the Web User Interface;
"Dashboard Reporting"	means a visual summary of current and/or historical business data, often at a high level, that enables the user to see several key data items at once;
"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 Cleansing"	means the process of detecting and correcting corrupt or inaccurate records from a record set, table or database;
"Data Controller"	has the meaning given to it under the Data Protection Act;
"Data Dictionary"	means a centralised repository of information about data such as meaning, relationships to other data, origin, usage and format;
"Data Migration"	means the migration of Data from the Incumbent Service Providers' Systems to the Service Systems;
"Data Migration Report"	means the report developed during Implementation Phase in accordance with paragraph 11 of Schedule 3 (Milestones and Deliverables);
"Data Migration Strategy"	has the meaning given to it in paragraph 5.1 of Schedule 3 (Milestones and Deliverables);
"Data Migration Testing"	means the Data Migration Testing as defined in Section 8 of Annex 1 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 Privacy Legislation;
"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, loss, destruction or damage 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 Privacy Legislation;
"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 Audit Plan"	has the meaning set out in section 5.5.1 of Schedule 2 (Statements of Requirements (General));
"Data Retention Policy"	means TfL's policy for retention of data as set out in Appendix 11 of Schedule 2 (Statement of Requirements (Business Operations));
"Data Security Breach"	has the meaning given to it in Clause 49.7.1 (Information Governance);

"Data Stores"	means a persistent repository of stored data within the Service System(s);
"Data Subject"	has the meaning given to it by section 1(1) of the DPA;
"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;
"Date of Referral"	has the meaning given to it in paragraph 4.24 of Schedule 21 (Dispute Resolution Procedure);
"Day Rates"	means, in respect of a member of the Service Provider Personnel, the daily rate payable by TfL in respect of such person as defined in the "Resource Table" in the Billing Model;
"Debt Recovery Agency"	means the service provider(s) appointed to provide bailiff and debt recovery services in relation to the Schemes;
"Debt Recovery Process"	means a process whereby an organisation engages a third party organisation to recover some or all of an outstanding debt, in exchange for a share of the debt recovered;
"Debt Recovery Service"	means the process used for debt recovery;
"Debtor"	means an entity that owes a debt to TfL;
"Deed of Novation"	has the meaning given to it in Clause 43.2.1 (Novation or Management of Supply Contracts);
"Defect Log"	means the centralised electronic tool used to record all Defects, that may be distinct from or form part of the Incident Log;
"Defect"	means a flaw in the products associated with the delivery of the Service, including without limitation: the Service System(s), Design Documents, Testing Documents, Operational Process and Procedures, training or training materials that causes, or may cause, an adverse impact on the provision or quality of the Services;
"Deliverables"	means the Documentation, plans, maps, papers, items of software, solution proposals and other materials that the Service Provider is required to provide to TfL: (A) at a Milestone Date in accordance with Schedule 3 (Milestones and Deliverables); and/or (B) in accordance with the Implementation Plan; and/or (C) in accordance with a Release Plan; and/or (D) for Approval or Assurance; and/or (E) as part of the Services or as otherwise specified in this Agreement (including for the avoidance of doubt the Requirements); and /or (F) as part of a Remedy Plan;
"Dependency Failure"	has the meaning given to it in Clause 56.1.1 (Relief Events);

"Design Documents"	means the High Level Implementation Approach, the Service Provider Technical Solution, the Functional Requirements, the Process Definitions, the Detailed Design, the Operational Processes and Procedures, the Infrastructure Design, the System Build Documentation and the MIS Documentation;
"Detailed Design"	has the meaning given to it in paragraph 10.1 of Schedule 3 (Milestones and Deliverables);
"Detailed Manual Assurance"	means the process in Event Processing of conducting a manual verification of the Data provided;
"Detection Event" or "DE"	means a record received from the D&EI Service Provider in one of the types specified in Appendix 13 (Interface Catalogue) of Schedule 2 (Statement of Requirements (Business Operations));
"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 in relation to the Scheme(s);
"Detection and Enforcement Infrastructure Services" or "D&EI Services"	means all enforcement infrastructure services relating to the Scheme(s) or any part thereof which are provided by one or more Third Parties from time to time;
"Detection and Enforcement Infrastructure Service Provider" or "D&EI Service Provider"	means the Third Party provider(s) of any or all Detection and Enforcement Infrastructure Services;
"Digital Certificate"	means a certificate which uses a digital signature to bind together a public key with an identity(for example, 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;
"Direct Staff Cost"	has the meaning given to it in paragraph 8.7(A) of Schedule 7 (Charging and Operational Pricing);
"Disaster Recovery Event"	has the meaning given to it in paragraph 1.1(B) of Schedule 25 (Business Continuity);
"Discount"	means in relation to a Customer or Vehicle, a reduction in the Charge Payment due in respect of such Customer or Vehicle;
"Discount Application"	means the process by which a Customer can apply for a Discount by providing personal details and supporting documentation as required;
"Discount Expiry Date"	means, in relation to a Discount, the last date for which the relevant Discount I has been granted;
"Discount Renewal"	means the process for renewing of a Discount;
"Discount Start Date"	means the date from which the Discount is activated;
"Dishonoured Cheque"	means a cheque not cleared for payment as directed by the issuing bank;

"Disposal of Assets Policy"	means a policy document which sets out how an Asset is to be disposed of at end-of-life, such policy to be in accordance with applicable Law;
"Dispute"	has the meaning given to it in paragraph 1.1 of Schedule 21 (Dispute Resolution Procedure);
"Dispute Notice"	has the meaning given to it in paragraph 2.1 of Schedule 21 (Dispute Resolution Procedure);
"Dispute Resolution Procedure"	means the procedure set out in Schedule 21 (Dispute Resolution Procedure);
"Diversity Infraction"	means any breach by the Service Provider of any of its obligations under paragraphs 1 to 9 of Schedule 24 (Responsible Procurement) 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 4 to 6 of Schedule 24 (Responsible Procurement);
"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 (and " Document " shall be construed accordingly);
"Document Library"	has the meaning given to it in Clause 9.3 (Deliverables);
"Documentation List"	has the meaning given to it in paragraph 15.2 of Schedule 3 (Milestones and Deliverables);
"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;
"DVLA Data"	means any data provided by the DVLA (whether directly or indirectly via a third party), in whatever format, related to the delivery of service under the contract between the Driver and Vehicle Licensing Agency and Transport for London for the provision of services to support London Road User System dated 1 September 2011, or any similar agreement entered into by TfL and the DVLA (as amended from time to time);
"Effective Date"	means the date of this Agreement;
"Eforms"	means an electronic form;
"e-GIF"	means the UK Government's "e-government inter-operability framework" standard, as may be updated from time to time, details of which are available on the Cabinet Office website (as at the Effective Date, www.govtalk.gov.uk);
"EIRS"	means the Environmental Information Regulations 2004;
"Elective Paragraph"	means a paragraph or series of paragraphs that have been pre-drafted and approved, which can be inserted into a pre-defined letter template;
"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 Non Charging Day"	means, in relation to a Scheme, a date that would normally be a Charging Day for that Scheme, but has been given the status of a Non Charging Day;
"Emergency Situation"	has the meaning given to it in paragraph 10.2 of Schedule 9 (Change Control Request Procedure);
"End Date"	has the meaning given to it in paragraph 9.1 (Assignment of Relevant Licences and Agreements) of Schedule 16 (Exit Plan);
"End Point"	has the meaning given to it in paragraph 2.4 of Schedule 5 (Service Level Agreement Business Operations);
"Enforcement Notice"	means, in respect of Parking On-Street Contraventions, a notice issued in accordance with article 1 of schedule 1 to the London Local Authorities Act 1996;
"Enhanced Co-operation Event"	has the meaning given to it in Clause 59.1.2 (Enhanced Co-operation);
"Enhanced Co-operation Rights"	has the meaning given to it in Clause 59.1.7 (Enhanced Co-operation);
"Enquiry"	means a Customer request for information or a Data search and retrieval through any channel;
"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 (SI 2004/3391), 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 supersession of to the same;
"EOps Partial Commencement Period"	means the period defined as such in the EOps Services Agreement (being a period prior to the Operational Commencement Date);
"EOps Service Provider" or "Enforcement Operations Service Provider"	means Capita Business Services Limited;
"EOps Services Agreement" or "Enforcement Services Agreement"	means the services agreement between TfL and the EOps Service Provider dated 13 January 2014;
"EOps Systems" or "Enforcement Operations Systems"	means the Systems provided by the EOps Service Provider pursuant to the EOps Services Agreement;

"Equality Act"	has the meaning given to it in paragraph 2.1 (Compliance) of Schedule 24 (Responsible Procurement);
"Responsible Procurement Policy"	means the Responsible Procurement policy set out in Annex 1 (Equity and Diversity Policy) to Schedule 24 (Responsible Procurement);
"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;
"Equality and Inclusion Policy"	means the policy set out in Annex 1 to Schedule 24 (Responsible Procurement);
"Equalities Legislation"	means the Equality Act 2010 and all associated equalities legislation in force during this Agreement;
"Escrow Software"	means any Software agreed by the Parties to be Escrow Software pursuant to Clause 42.1 (Source Code);
"Estimated TUPE Cost"	has the meaning given to it in paragraph 8.2 of Schedule 7 (Charging and Operational Pricing);
"Estimated Usage"	means the value of Congestion Charge Payments to be applied to a Customer's Fleet Auto Pay service, calculated from the average usage from last three (3) Auto Pay statement, in accordance with Appendix 2 Customer Account structure of Schedule 2 (Statement of Requirements (Business Operations));
"ETL" or "Extract, Transform and Load"	means the database process that involves extracting data from outside sources, transforming it to fit operational needs and loading it into the end target (for example the MIS);
"Euro Compliant"	means that the Service Systems: <ul style="list-style-type: none"> (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;
"Euro Standards"	means the European emission standards;
"Event Processing"	means the functionality for the progression from receipt of a Detection Event through to settlement and identification of Contravention Candidates;
"Event Records"	means the records detailing each Detection Event, Vehicle Usage Record or Chargeable Item;
"Evidential Images"	means the images produced as part of an Evidential Record;

"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 Contravention Candidate or Contravention Record;
"Evidential Stores" and "Evidence Stores"	means additional Data stores with copies of the Evidential Records held within the Service Systems;
"Evidential Strategy"	has the meaning given to it in paragraph 8.1 of Schedule 3 (Milestones and Deliverables);
"Exchanged CD"	means the locked compact disc, titled "BOps Services Agreement – Exchanged CD (13.01.14)" initialled by each of the Parties and exchanged on the date of this Agreement;
"Exempt"	means the status attached to a particular Vehicle that denotes in relation to a Vehicle, that such Vehicle is exempt from making any payments under the terms of the relevant Scheme Order and "Exemption" and "Exempted" shall be construed accordingly;
"Exit Objectives"	has the meaning given to it in paragraph 2.1 (Exit Strategy and Exit Objectives) of Schedule 16 (Exit Plan);
"Exit Plan"	has the meaning given to it in paragraph 3.1 of Schedule 16 (Exit Plan);
"Exit Scope"	has the meaning given to it in paragraph 15 (Scope of Exit Strategy) of Schedule 16 (Exit Plan);
"Exit Strategy"	has the meaning given to it in paragraph 2.2 of Schedule 16 (Exit Plan);
"Exit Team"	has the meaning given to it in paragraph 15.2 of Schedule 16 (Exit Plan);
"Expiry Date"	means the date on which this Agreement terminates by effluxion of time in accordance with Clause 2 (Duration);
"Extended Term"	has the meaning given to it in Clause 2.2 (Duration);
"Failed Payment"	means a non-cash payment that has failed to complete;
"FAQ Tool"	means an on line functionality that enables Customers and Operational Users to view FAQs;
"Faster Payment Service" or "FPS"	means a UK banking initiative to reduce payment times between different banks' customer accounts from three working days using the long-established BACS system, to a few hours;
"Filter List(s)"	means a list of VRMs provided by TfL from time to time with instructions as to how to deal with the Chargeable Items for those VRMs during Event Processing;
"Final Test Report"	means, in relation to a Test, a report following the completion of such Test which summarises the outcome of the Test and is developed in accordance with Schedule 4 (Testing);
"Finance Best Practice"	means the finance practices set out in Appendix 8 (Finance Best Practice) of Schedule 2 (Statements of Requirements (Business Operations));

"Finance Function"	means the Service Provider's finance team which incorporates Service Provider Personnel responsible for financial & management accounting & reporting and control in relation to this Agreement;
"Finance System(s)"	means the element of the Service Systems that processes and reports on financial transactions and stores Financial Data;
"Financial Control"	means the control and management of an organisation's financial assets, liabilities, income and expenses;
"Financial Currency"	means the main currency used by a business or unit of a business, and usually reflects the monetary unit of account of the principal economic environment in which an economic entity operates. For TfL this is (as at the date of this Agreement) pounds sterling (GBP);
"Financial Data"	means any data used to quantify, reference or summarise: (A) revenues and costs; (B) payments made by and refunds from customers; and/or (C) any other adjustments that will be represented in financial statements and reports;
"Financial Manager"	means the member of Key Personnel referred to as the same in Schedule 11 (Employees Key Personnel);
"Financial Reports"	means a set of documents prepared at the end of an accounting period containing a summary of accounting data for that period, with background notes, forms and other information as set out in Annex A of Schedule 32 (Revenue Collection and Payment);
"Financial Risk"	means the risk of loss resulting from financial transactions. This includes the risk of Chargebacks, or Write-offs of payments due to non-collection;
"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 embedded in the circuitry, usually in a ROM chip;

"Fit for Purpose"	<p>means:</p> <p>(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</p> <p>(B) in the case of Documentation and any other Deliverables not referred to in (A) above, means that the relevant Documentation or Deliverables:</p> <ol style="list-style-type: none"> (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; and (6) take account of TfL's reasonable comments following prior review unless otherwise agreed between the Parties;
"Fleet Ad Hoc Charge"	means a Congestion Charge Payment in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"Fleet Ad Hoc VRM"	means a VRM for which a Fleet Ad Hoc Charge is applied at the request of the Customer, where the VRM is not permanently registered to the Fleet Auto Pay service;
"Fleet Auto Pay"	means an automated payment Account Service which records the number of Congestion Charging Days a registered Vehicle travels within the Congestion Charging Zone each Month and which bills the relevant Customer for these (including Administration Charges due), each Month;
"Fleet Auto Pay Annual Charge per Vehicle"	means an Administration Charge in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"Fleet Auto Pay Daily Charge"	means a Congestion Charge Payment in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"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, & Rural Affairs, and any amendment to or successors of such legislation or guidance;

<p>"Force Majeure Event"</p>	<p>any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, pandemics and epidemics, or strikes, lock-outs or other industrial disputes (but not in relation to the Service Provider's Personnel) to the extent that such event has materially affected the ability of the Party relying on the Force Majeure Event ("Affected Party") to perform its obligations in accordance with the terms of the Agreement but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact including by not having in place reasonable disaster recovery plans, back-ups or back-up data centre sites;</p>
<p>"Foreground IPR"</p>	<p>has the meaning given to that term in Clause 38.2 (Ownership and Assignment of Intellectual Property Rights);</p>
<p>"Four Year Break Point"</p>	<p>means the date which is the fourth (4th) anniversary of the Operational Commencement Date;</p>
<p>"Fraud Reduction Plan"</p>	<p>has the meaning given to it in Annex D (Fraud Reduction Plan) of Schedule 32 (Revenue Collection and Payment (Business Operations));</p>
<p>"Freedom of Information Act" or "FOIA"</p>	<p>means the Freedom of Information Act 2000;</p>
<p>"Frequently Asked Questions" or "FAQ"</p>	<p>means a list of questions and associated answers available for Operational Users and made accessible to Customers in relation to any particular Scheme;</p>
<p>"Full Support"</p>	<p>means that all elements of the Service System(s) are fully supported by the Service Provider and such support shall include, but not be limited to:</p> <p>(A) general:</p> <ul style="list-style-type: none"> (1) telephone assistance and on-site assistance for the resolution of problems; (2) backporting of fixes for any Defects or Incidents to the version of the relevant Hardware and Software in use on the Service Systems; (3) upgrading to current and supported versions of Hardware and/or Software comprising part of the Service Systems; (4) Defect and Incident correction including providing workarounds; (5) proactive monitoring of the Service System(s); (6) escalation management; (7) Incident Management; (8) adhering to response and fix times; and (9) complying with other obligations and/or requirements to support or maintain all or any part of the Service System(s) in accordance with the Statement of Requirements; <p>(B) Service System(s) Software:</p> <ul style="list-style-type: none"> (1) certification and full support for use on the versions of Software comprising the Service System(s);

	<p>(2) upgrading the Service System(s) to and with newer Software releases and other supported products; and</p> <p>(3) upgrading the Service System(s) with patches to resolve Defects and Incidents;</p> <p>(C) Hardware and firmware:</p> <p>(1) full support with the version of Hardware and firmware comprising the Service System(s);</p> <p>(2) scheduled maintenance of the Hardware and firmware comprising the Service System(s);</p> <p>(3) emergency maintenance of the Hardware and firmware comprising the Service System(s);</p> <p>(4) upgrading or replacing any or all of the Hardware and firmware comprising the Service System(s); and</p> <p>(5) scaling the Hardware and firmware to handle increases and decreases in volumes;</p>
"Functional Currency"	means the main currency used by a business or unit of a business, and usually reflects the monetary unit of account of the principal economic environment in which an economic entity operates. For TfL this is (as at the date of this Agreement) pounds sterling (GBP);
"Functional Requirements"	has the meaning given to it in paragraph 6 of Schedule 3 (Milestones and Deliverables);
"Functional Testing"	means the Functional Testing in accordance with Annex 1 to Schedule 4 (Testing Regime);
"Further Transfer Date"	means the date of the transfer of employment of the Re-Transferring Employees from the Service Provider to TfL or any New Service Provider;
"Gainshare"	means, in respect of a Service Provider Financial Year, the amount (if any) payable by the Service Provider to TfL in accordance with Clause 26 (Gainsharing);
"General Change"	<p>means:</p> <p>(A) a change to the Agreement (including for the avoidance of doubt the Requirements, the Service Provider's Solution or the Billing Model); or</p> <p>(B) a change to the Services and/or Service System(s) which causes (or may cause) a direct or indirect alteration to Customer perception and/or interaction with the Services (irrespective of whether such alteration impacts positively or negatively on Customer perception and/or use),</p> <p>and which is not an Emergency Change, a Mandatory Change or a Merchant Acquirer Change;</p>
"General Statement of Requirements"	means Schedule 2 (Statement of Requirements (General));
"GL Account"	means a category for revenue and expenses in the balance sheet and income statement;

"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 Cause"	means a dismissal without notice and/or a payment in lieu of notice for gross misconduct, gross negligence or other serious breach;
"Good Industry Practice" or "GIP"	means in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence, foresight, timeliness 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;
"Goodwill Payment"	means money paid to a Customer as a gesture of goodwill;
"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;
"Green Vehicle Discount" or "GVD"	means a discount of the Congestion Charge Payment in accordance with Appendix 2 (Customer Account Structure) of Schedule 2 (Statements of Requirements (Business Operations));
"Gross Income"	means Revenue before any costs of collection or direct expenses are deducted;
"Group"	means, in relation to a person other than a natural person, that person and its Affiliates;
"Guarantee"	has the meaning given to it in Clause 81 (Parent Company Guarantee);
"Guarantor"	means Capita Plc, a public limited company registered in England and Wales with registered office at 71 Victoria Street, London, SW1H 0XA and registered number 02081330;
"Hand Back Period"	has the meaning given to it in Clause 64.4 (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;
"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;
"Help Function"	means a function within the Operational IT System(s) for the immediate provision of key information to assist Operational Users in carrying out a business process;
"High Level Implementation Approach"	has the meaning given to it in paragraph 3.1 of Schedule 3 (Milestones and Deliverables);

"Identity Management"	means the management of authenticating the identity of a user(s), and appropriate security instructions to control the actions they are authorised to perform;
"IFRS"	means the International Financial Reporting Standards;
"Impact Assessment"	means, in relation to a proposed Change, an assessment by the Service Provider of the impact of such Change provided by the Service Provider to TfL in the form set out at Annex C of Schedule 9 (Change Control Request Procedure);
"Implementation Acceptance Testing"	means in relation to the element of the Service System(s) testing that element in accordance with section 10 of Annex 1 of Schedule 4 (Testing Regime);
"Implementation Cost"	means an amount equal to the sum of all Milestone Costs, as set out in Table 1 in Part A of Schedule 3 (Milestones and Deliverables);
"Implementation Phase"	means the period from the date of this Agreement until the Operational Commencement Date (inclusive);
"Implementation Phase Testing"	means Testing during the Implementation Phase;
"Implementation Phase Testing Documents"	means all of the documentation developed by the Service Provider pursuant to paragraph 2.1 of Schedule 4 (Testing Regime);
"Implementation Plan"	has the meaning given to it in paragraph 2.2 of Schedule 3 (Milestones and Deliverables);
"Implementation Test Strategy"	has the meaning given to it in paragraph 2.1(A) of Schedule 4 (Testing Regime);
"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 Operational Incidents, Security Incidents, MIS Incidents,, and Test Incidents;
"Incident Log"	means the centralised electronic tool used to record all Incidents;
"Incident Management Process"	means processes, procedures and tools within Services Management for identifying, logging, monitoring, and resolving Incidents operated by the Service Provider in accordance with the General Statement of Requirements;
"Incident Report"	means in relation to an Incident, a report on an Incident;
"Incremental Costs"	has the meaning given to it in Clause 56.6 (Relief Events);
"Incumbent Service Provider"	means IBM United Kingdom Limited and/or NSL Limited (as the context requires or permits);
"Incumbent Service Provider Contract"	means, in relation to an Incumbent Service Provider, the contract between TfL and the Incumbent Service Provider for the provision of systems and services in relation to the Schemes;
"Incumbent Service Provider Systems"	means the Systems provided by the Incumbent Service Provider under the Incumbent Service Provider Contracts;
"Indemnified Party"	has the meaning given to it in Clause 47.5 (Indemnities and Limitations of Liability);
"Indemnifying Party"	has the meaning given to it in Clause 47.5 (Indemnities and Limitations of Liability);

"Indexation"	the annual indexation of the Service Charges and Day Rates in accordance with paragraph 4 of Schedule 7 (Charging and Operational Pricing);
"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 information recorded in any form held by TfL or by the Service Provider on behalf of TfL;
"Information Access Request"	means a statutory request for access to Information made under the FOIA or EIRs;
"Information Commissioner"	means the person appointed in the United Kingdom to regulate and enforce the Data Protection Laws and FOI Legislation;
"Information Request"	means a request for any Information under the FOI Legislation;
"Information Technology" or "IT"	means computer systems, communications systems, Software and Hardware;
"Information Technology Infrastructure Library" or "ITIL"	means a set of practices for IT Service Management (ITSM) that describes a holistic perspective on the full life cycle for managing the Service System(s). The ITIL scope covers the entire IT organisation of the Service Provider and all supporting components, including and not limited to processes, procedures, tasks and checklists;
"Information Technology Security Evaluation Criteria"	means the information technology security evaluation criteria published by the Commission of the European Communities from time to time;
"Information"	means all records and information directly or indirectly obtained, created, collected or held by the Service Provider in relation to this Agreement including, without limitation, TfL Confidential Information;
"Infrastructure"	means Hardware together with the 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 given to it in paragraph 13 of Schedule 3 (Milestones and Deliverables);
"Initial Claim Assessment"	has the meaning given to it in Clause 41.3 (Intellectual Property Rights Indemnity);
"Initial Response"	means the document which relates 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 SLNT Plan"	means the initial strategic labour needs and training plan set out at Annex 3 (Initial SLNT Plan) of Schedule 24 (Responsible Procurement);
"Initial Term"	has the meaning given 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

	<p>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;</p> <p>(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;</p> <p>(3) a trustee, supervisor, administrator, administrative receiver, receiver, manager or similar officer is appointed in respect of the Service Provider or 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);</p> <p>(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;</p> <p>(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</p> <p>(6) any other event occurs in any jurisdiction outside England which has an effect equivalent, or substantially similar to any of the events described in paragraphs to 1 to 5 inclusive of this definition;</p> <p>(B) the occurrence of any of the events set out in paragraph (A) above in relation to a Guarantor save where arrangements that are acceptable to TfL and which been approved by TfL in writing in advance have been put in place for the provision of a replacement guarantee or guarantees in substitution for the Guarantee provided by such Guarantor;</p>
"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 Operational IT Systems;
"Insurances"	has the meaning given to it in Clause 48.1 (Insurance);
"Intellectual Property Rights" or "IPR"	means any rights in or to Intellectual Property;
"Intellectual Property"	means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including Know-How and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

"Interaction History"	means, in relation to a Customer, a record of any communication (inbound and outbound) between the Service Provider and that Customer by any method including, but not limited to, written correspondence, SMS, emails, IVR and telephone communications;
"Interaction Note"	means a note generated either by the System or manually entered by a User and stored against a Customer's Account;
"Interactive Voice Response" or "IVR"	means an automatic telephone answering system that responds with a menu of choices and allows the relevant Customer to make selections by either automatic speech recognition or the keypad;
"Interest Rate"	means two per cent. (2%) above the London Inter-Bank Offer Rate (LIBOR) offered by HSBC Bank plc from time to time;
"Interface"	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 Catalogue"	means the interface catalogue as set out in part 2 of Appendix 13 (Interface Catalogue) of Schedule 2 (Statement of Requirements (Business Operations));
"Interface Specification"	means the specifications developed by the Service Provider in accordance with this Agreement relating to the Service Systems Interfaces;
"Interim Management Services"	has the meaning given to it in Clause 43.1.2 (Novation or Management of Supply Contracts);
"Interim Period"	has the meaning given to it in Clause 43.2.3 (Novation or Management of Supply Contracts);
"Internal VFM Review"	means the measurement and comparison of the Service Charges by the Parties as specified in paragraph 2 of Schedule 36 (Value for Money Review);
"International Organization for Standardization" or "ISO"	means the industry recognised standards body responsible for ratifying and producing specifications for industry standards;
"Interoperability Testing"	means the Testing as defined in Annex 1 to Schedule 4 (Testing Regime);
"Interoperability Test Reports"	means Test Reports for Interoperability Testing;
"Intra-Day Reporting"	means reports that display near-live data for the current day (i.e. outside of the usual overnight ETL updates of the MIS);
"Investors in People"	means the organisation responsible for promoting and developing the management standard: national Investors in People;
"Invitation to Participate"	means the invitation to participate issues by TfL in relation to these Services on 18 February 2012;
"Invoice"	means a valid and correct invoice prepared and presented for payment by the Service Provider in accordance with TfL's requirements as set out in Schedule 7 (Charging and Operational Pricing);

"ISA 402"	means the International Standard on Auditing titled 'Audit Considerations Relating to an Entity Using a Service Organization';
"ISAE 3402"	means the International Standard on Assurance Engagements titled 'Assurance Reports on Controls at a Service Organization';
"Issues Register"	has the meaning given to it in paragraph 2.2 of Annex A of Schedule 3 (Milestones and Deliverables);
"Job Descriptions"	has the meaning given to it in paragraph 3.10 of Schedule 11 (Key Personnel);
"Key Documents"	means the: (A) Implementation Plans; (B) Quality Plan; (C) Capacity Plans; (D) Evidential Strategy; (E) Functional Requirements; (F) Infrastructure Design; (G) Process Definition Deliverable; (H) Exit Plan; (I) Test Strategy; (J) Escrow Software List; (K) Service Provider High Level Design; (L) Business Continuity Plan; (M) Security Plan; (N) Data Dictionary; (O) Interface Specification; (P) Asset Register; (Q) Data Migration Strategy; (R) Financial Reports as referenced in Annex A to Schedule 32 (Revenue Collection and Payments); and (S) such other documents as TfL may expressly in writing designate as "Key Documents" from time to time;
"Key Personnel"	means the Service Provider Personnel from time to time employed in the roles specified in Annex 1 of Schedule 11 (Employees and 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 33 (Sub-Contractors and Key Sub-Contractors);
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, processes, methodology and anything else in the nature of know how;
"Knowledge Tool"	means a central repository for key operational information including Operational Support Documentation;
"Late Milestone Notice"	has the meaning given to it in paragraph 6.2 of Schedule 3 (Milestones and Deliverables);

"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;
"LCIA"	means the London Court of International Arbitration;
"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"	means the strategy plan to be included in the Implementation Plan and developed by the Service Provider in accordance with the requirements set out in paragraph 1.1 of Schedule 3 (Milestones and Deliverables);
"Level 1 High Level Plans"	means the high level plan(s) to be included in the Implementation Plan and developed by the Service Provider in accordance with the requirements set out in paragraph 1.2 of Schedule 3 (Milestones and Deliverables);
"Level 2 Detailed Plan(s)"	means the detailed plan(s) to be included in the Implementation Plan and developed by the Service Provider in accordance with the requirements set out in paragraph 1.3 of Schedule 3 (Milestones and Deliverables);
"LEZ"	means the zone in which the LEZ Scheme is applied as set out in the LEZ Scheme Order;
"LEZ Charge Payment"	means the charge payment due for a VRM within the Low Emission Zone;
"LEZ Charging Day"	means a day on which the LEZ Scheme requires Customers to pay to enter the LEZ;
"LEZ Compliance Status"	means a status which indicates if a LEZ Charge Payment is due, based on information held on the Black List, White List or any other list as provided by TFL from time to time
"LEZ Daily Charge"	means a Low Emission Zone Payment in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"LEZ Exemption"	means the status attached to a particular Vehicle that denotes in relation to a Vehicle, that such Vehicle is exempt from making any payments under the terms of the LEZ Scheme Order;
"LEZ Payment Charge (Pay Next Day)"	means a Low Emission Zone Payment in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"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, as varied from time to time;
"Licensed Materials"	means all Materials relating to the Services other than the TfL Materials and TfL IPR;
"Local Government Ombudsman"	means an independent ombudsman who investigates complaints of injustice arising from maladministration by local authorities and councils;
"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 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 Living Wage"	means the basic hourly wage set annually by the Greater London Authority and to be paid to London Living Wage Employees pursuant to Clause 67 (London Living Wage) (and, as at December 2013, the London Living Wage is £8.80 per hour (before tax, other deduction and any increase for overtime));
"London Taxi and Private Hire"	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;
"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"	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include loss of revenue, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
"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;
"Low Emission Zone Contraventions"	means contraventions for which TfL may issue a Penalty Charge Notice under regulation 12 of the Road User Charging (Enforcement and Adjudication) (London) Regulations 2001, in accordance with article 12 of the Greater London Low Emission Zone Charging Order 2006, as varied;
"Mail Outs"	means the sending of outbound prescribed correspondence to one or more group(s) of people at one time via agreed channels;
"Mail Transport Agent" or "MTA"	means a computer program or software agent that transfers electronic mail messages from one computer to another;

"Maintenance"	means any changes, including but not limited to addition, deletion or amendment of Data either by the Customer or Operational User, and "Maintain" shall be construed accordingly;
"Managed Contract"	has the meaning given to it in Clause 43.1.3 (Novation or Management of Supply Contracts);
"Managed Contractor"	means a Third Party signatory to a Managed Contract;
"Management Effective Date"	has the meaning given to it in Clause 43.1.3 (Novation or Management of Supply Contracts);
"Management Information" or "MI"	means the information specified in Schedule 2 (Statements of Requirements (MIS)) and/or such other information reasonably required by TfL from time to time on the operation of the Services and the Service System(s)
"Management Information System" or "MIS"	means the Systems to be maintained by the Service Provider that will generate MI and the associated Services to be provided by the Service Provider in connection with the Management Information;
"Management Services"	has the meaning given to it in Clause 43.1.3 (Novation or Management of Supply Contracts);
"Mandatory Change"	means: (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 the Scheme; 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 Assurance"	means the stage of Events Processing whereby a manual verification of the relevant Data is conducted;
"Master Keys"	means a unique identifier for an event, a customer or contravention type to be used throughout the system in order to create relationships between data entities and to track data flow;
"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 per cent (80%) of the Monthly Operational Charge;
"Material"	means all written material, in paper and electronic form, required to support the operation of the Schemes (or one of them) and/or produced in the provision of the Services;

"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 Account Updater Service"	means the electronic exchange of updated account information among participating merchants, the Merchant Acquirer and Visa card issuers;
"Merchant Acquirer Change"	has the meaning given to it in paragraph 12.1 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;
"Merchant Identifier"	means a unique reference code or number that enables a payment or Refund to be traced to an individual merchant;
"Message"	means an abstract definition of the Data being transmitted, comprising logical parts, each of which is associated with a definition within some type of system;
"Migrated Data"	means Legacy Data;
"Migration Strategy"	has the meaning given to it in paragraph 5A.1 of Schedule 3 (Milestones and Deliverables);
"Milestone"	means a milestone set out in Table 1 of Schedule 3 (Milestones and Deliverables) and any other milestones agreed by the Parties in accordance with the Change Control Request Procedure;
"Milestone Acceptance Criteria"	means, in respect of a Milestone, those criteria set out in relation to such Milestone in column 3 of Table 1 of Schedule 3 (Milestones and Deliverables) and, if applicable, any associated Remedy Plan;
"Milestone Acceptance Notice"	has the meaning given to it in paragraph 5.1 of Schedule 3 (Milestones and Deliverables);
"Milestone Cost"	means, in respect of a Milestone, the amount set out in relation to such Milestone in column 5 of Table 1 in Schedule 3 (Milestones and Deliverables);
"Milestone Date"	means, in respect of a Milestone, the date set out in relation to such Milestone in column 4 of Table 1 in Schedule 3 (Milestones and Deliverables);
"Milestone Payment"	means, in respect of a Milestone, the amount calculated pursuant to paragraph 7.1 of Schedule 3 (Milestones and Deliverables) in respect of such Milestone (or, for Milestone T5 ("Initial Operations Review Complete"), paragraph 7.2(A) of Schedule 3 (Milestones and Deliverables));
"Milestone Rejection Notice"	has the meaning given to it in paragraph 5.1 of Schedule 3 (Milestones and Deliverables);

"Minimum Records"	means all information relating to the Service Provider's performance of paragraphs 1 to 8 of Schedule 24 (Responsible Procurement) and the adoption and implementation of an equality policy, a diversity training plan and, subject to the provisions of paragraphs 4 to 6 of Schedule 24 (Responsible Procurement), shall include a diversity plan submitted by each Sub-Contractor;
"MIS Data"	means any Data required to accurately produce reports from the MIS as specified in Schedule 2 (Statements of Requirements (MIS));
"MIS Incident"	has the meaning given to it in paragraph PI 8.2 of Schedule 5 (Service Level Agreement Business Operations);
"MIS Query and Reporting Tool"	mean a type of application software that provides the ability to retrieve, analyse and present MIS Data;
"MIS Requirements"	means the requirements specified in the MIS Requirements to the Statement of Requirements;
"MIS Shared Drive"	means a place to store MIS Data on TfL's servers;
"MIS User Manual"	has the meaning given to it in section 20.2 of Annex A of Schedule 3 (Milestones and Deliverables);
"Mono Contextual"	means the image of the Vehicle in the lane taken by the camera when the record was created;
"Mono Platepatch"	means a monochrome close-up of a Vehicle's VRM;
"Month"	means a calendar month;
"Monthly SLNT Monitoring Report"	means the report to be prepared by the Service Provider in the form set out at Annex 4 (Monthly SLNT Monitoring Report Template) of Schedule 24 (Responsible Procurement);
"Moral Rights"	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 <i>bis</i> and 14 <i>ter</i> 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;
"Motor Tricycle Discount"	means a discount of the Congestion Charge Payment in accordance with Appendix 2 (Account Structure) of Schedule 2 (Statements of Requirements (Business Operations));
"Net Amount"	has the meaning given to it in Clause 24.5 (Invoicing and Payment);
"Net Book Value"	means the value of an asset according to its balance sheet account balance. For assets, the value is based on the original cost of the asset less depreciations, amortisation or impairment costs against the asset;
"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;
"Nominal Account"	means an account number or code used to uniquely identify a financial account within a Chart of Accounts;
"Non Charging Day"	means, in relation to a Scheme, a day on which a Charge Payment is not required for entry into the Charging Zone;
"Non-Employment Contracts"	means a contract other than a contract of employment with an individual;
"Non-Functional Testing"	means, in relation to an element of the Service System(s), testing the Service System(s) in accordance with Annex 1 to Schedule 4 (Testing);
"Notice of Adjudication"	has the meaning given to it in paragraph 4.1 of Schedule 21 (Dispute Resolution Procedure);
"Notice of Agreement to Operate"	has the meaning given to it in paragraph 10.1(B) of Schedule 3 (Milestones and Deliverables);
"Notice to Commence Operations"	has the meaning given to it in paragraph 10.1(A) of Schedule 3 (Milestones and Deliverables);
"Notice to Commence Reduced Operations"	has the meaning given to it in paragraph 10.2 of Schedule 3 (Milestones and Deliverables);
"Notified Supply Contract"	has the meaning given to it in Clause 43.1.1 (Novation or Management of Supply Contracts);
"Novation Date"	has the meaning given to it in Clause 43.1.1 (Novation or Management of Supply Contracts);
"NTP Time Server"	means Network Time Protocol (NTP) Time Server. NTP is a protocol used to synchronise the time on different computer systems on a network;
"Objection Notice"	has the meaning given to it in paragraph 8.3 of Schedule 9 (Change Control Request Procedure);
"One-off Charge"	means, in relation to a Change, a one-off charge payable by TfL on completion of such Change in accordance with the Change Control Request Procedure;
"On-time Delivery Payment"	has the meaning given to it in paragraph 8.1 of Schedule 3 (Milestones and Deliverables);
"Open Book Accounts"	means, in respect of a Service Provider Financial Year, the Service Provider's open book accounts for that Service Provider Financial Year prepared in accordance with Clause 37 (Open Book);

"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;
"Operational Charge"	means a monthly charge calculated in accordance with paragraph 3.1(A) of Schedule 7 (Charging and Operational Pricing);
"Operational Chargeable Process"	means a process performed by the Service Provider as part of the Services which is listed in the Billing Model;
"Operational Chargeable Process Report"	means a Report for Operational Chargeable Process;
"Operational Commencement Date"	means the date specified as such by TfL in a Notice to Commence Operations or a Notice to Commence Reduced Operations (as the case may be);
"Operational Incident"	means an Incident 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 that is not a Security Incident, MIS Incident, or a Testing Incident;
"Operational Risk"	means the risk of loss resulting from inadequate or failed internal processes, people and systems, or from external events. This includes fraud risks, legal risks, physical or environmental risks;
"Operational IT System(s)"	means Service Systems;
"Operational Phase"	means the period from the Operational Commencement Date until the end of the Term (inclusive);
"Operational Phase Testing Documents"	means the Operational Phase Testing as defined in Schedule 4 (Testing Regime);
"Operational Phase Testing"	means the Testing, including Functional Testing, Non-Functional Testing, Interoperability Testing, Regression Testing, Acceptance Testing and Business Continuity Testing, to be performed during the Operational Phase as envisaged under paragraph 1.2 of Schedule 4 (Testing Regime);
"Operational Premises"	means the Premises at which the Operational Users are located;
"Operational Processes and Procedures"	has the meaning given to it in paragraph 12.1 of Schedule 3 (Milestones and Deliverables);
"Operational Review Group"	means the governance body detailed in paragraph 7 of Schedule 10 (Contract Management and Reporting);
"Operational Review Meeting"	has the meaning given to it in paragraph 7 of Schedule 10 (Contract Management and Reporting);
"Operational Support Documentation"	means non Customer facing information material used to assist Operational Users, including but not limited to training material, call guidelines, desk aids, and emergency clarification/ communication notes;
"Operational Test Strategy"	has the meaning given to it in paragraph 2.2 of Schedule 4 (Testing);

"Operational Testing"	means Testing during the Operational Phase;
"Operational User"	means any member of the Service Provider Personnel or TfL Personnel using the Service Systems;
"Operational Year"	means a period of 12 months starting from the Operational Commencement Date or an anniversary of such date (as the case may be), and " Operational Year 1 ", " Operational Year 2 " and so on shall be interpreted accordingly;
"Other Service Provider"	means any party providing services to, or having an interface with, TfL in relation to the Schemes from time to time other than the Service Provider and any Sub-Contractor including, without limitation, any provider to TfL of a Vehicle Data Service (including, if relevant, the DVLA and equivalent overseas vehicle licensing authorities), the County Court, the Parking and Traffic Appeals Service, the Metropolitan Police, any debt recovery agencies, Bailiffs, any communications providers (if relevant, from time to time), the Detection and Enforcement Infrastructure Service Provider, HSBC Bank plc, the Merchant Acquirer, VOSA, the Landlord of the TfL Premises and any replacement supplier performing services similar to the services provided under the EOps Services Agreement (if that agreement is terminated in whole or in part);
"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 Scheme;
"Other Solution Element"	means the EOps Systems;
"Overhead Charge"	means a monthly charge calculated in accordance with paragraph 3.1(D) of Schedule 7 (Charging & Operational Pricing);
"Paper Free Environment"	means a work environment in which the use of paper and pens is prohibited and all business processes and procedures are conducted electronically, except where necessary for Communications required pursuant to this Agreement or where expressly agreed by TfL in writing;
"Parameter "	means any defining factor within the Service System(s) that determines (or limits) its performance, which can be added to or changed by Authorised User and is not hard-coded. " Parameterised " shall be construed accordingly;
"Parameter Change"	means a change to a Parameter;
"Parameter List"	has the meaning given to it in section 21 of Annex A of Schedule 3 (Milestones and Deliverables);
"Parent Company"	mean, in relation to an undertaking, a parent undertaking of that first undertaking as defined in Section 1162 of the Companies Act 2006;
"Partial Termination"	means a termination of this Agreement in respect of some but not all of the Services in accordance with Clause 61.7 to 61.10 (Termination) (inclusive) 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 61.7 (Partial Termination by TfL);
"Partial Termination Notice"	means a notice issued by TfL pursuant to Clause 62.3 (Termination);
"Parties"	means TfL and the Service Provider and "Party" shall be construed accordingly;
"Pass-Through Charge"	means a charge payable and calculated in accordance with paragraph 5 of Schedule 7 (Charging and Operational Pricing);
"Pay Next Day"	means the facility that allows Customers to make a Charge Payment up to midnight on the relevant Charging Day following the date of travel;
"Payment Authorisation"	means authorisation from the Merchant Acquirer that the payment has been approved;
"Payment Card Industry Data Security Standard" or "PCI DSS"	means the proprietary information security standard for organisations that handle card holder information for all debit, credit, pre-paid, e-wallet, ATM, and POS cards;
"PCI-DSS"	has the meaning given to it Clause 45.8 (PCI-DSS);
"PECED"	means Privacy and Electronic Communications (EC Directive) Regulations 2003;
"Pending Claim"	means a Scenario 1 Pending Claim and/or a Scenario 2 Pending Claim (as the context requires or permits);
"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"	has the meaning given to it in paragraph 10 of Schedule 10 (Contract Management and Reporting);
"Performance Indicator Report Date"	means, in respect of a Performance Indicator Report for a Month, the eighth (8 th) Working Day following the end of each Month;
"Performance Management Regime"	has the meaning given to it in paragraph 2.1 of Schedule 5 (Service Level Agreement);
"Period"	means one of the thirteen four week intervals, which starts on the 1st April and finishes on the 31st March each financial year and "Periodic" should be construed accordingly;
"Permanent Evidence Store" or "PES"	means the permanent Data store for Evidential Records held in the Service 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 61.4 (Termination) or has recurred three (3) or more times during the Month after the date of service of such notice;
"Person Liable"	means, in relation to a Vehicle, the person who the Service Provider has properly established as the person legally responsible for that Vehicle, where that person is not the Registered Keeper;
"Personal Data"	has the meaning given to it by section 1(1) of the DPA;

"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 Reporting Week"	has the meaning given to it in paragraph 4.1 of Schedule 5 (Service Level Agreement Business Operations);
"Planned Downtime"	means the agreed time when the Service System(s) will not be available. Planned Downtime is often used for maintenance, upgrades and testing;
"Planned Operational Commencement Date"	means the scheduled date for Operational Commencement Date as set out in the Implementation Plan;
"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 Room"	means the secure area for opening post in relation to the Schemes;
"Postal Facility"	means either an on-site or off-site post processing centre for inbound correspondence;
"Pre Suspension Period"	means the period of time between the Payment Failure Date and Suspension Date on an Auto Pay service;
"Preferred Communication Channel"	means a Customer's chosen medium through which Communication is to be issued to them;
"Premises Rules and Regulation"	means the rules and regulation developed by the Service Provider pursuant to paragraph 2 of Schedule 18 (Premises);
"Premises"	means Service Provider's Premises;
"Privacy Legislation"	means the Data Protection Act and any regulations or instruments thereunder, and of Directive 95/46/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 as may be amended or replaced from time to time;
"Privacy 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 Scheme, as required by the first principle of the Data Protection Act 1998;
"Problem Management Solution"	means processes, procedures and tools within IT Services Management for identifying, logging, diagnosing the cause of, monitoring, and determining the resolution of Problems;

"Problem"	means a cause of one or more Incidents. The cause is not usually known at the time a problem record is created, and the problem management process is responsible for further investigation;
"Process" and "Processing"	has the meaning given to it by section 1(1) of the DPA and "Processed" will be construed accordingly;
"Process Definitions"	has the meaning given to it in section 7.1 of Annex A of Schedule 3 (Milestones and Deliverables);
"Process Category"	means one of the following groups of Operational Chargeable Processes (in each case as indicated in the Bid Pricing Template): (A) Auto; (B) Manual; (C) Phone; (D) Special Processes 1; (E) Special Processes 2; (F) Special Processes 3; and (G) Special Processes 4;
"Process Category Volume Baseline"	means, in respect of a Process Category and a specified calendar month, the sum of the Process Volume Baselines for each Operational Chargeable Process in that Process Category for that calendar month;
"Process Category Lower Volume Threshold"	means, in respect of a Process Category, 40% (forty per cent.) of the Process Category Volume Baseline for that Process Category;
"Process Category Upper Volume Threshold"	means, in respect of a Process Category, 150% (one hundred and fifty per cent.) of the Process Category Volume Baseline for that Process Category;
"Process Definitions"	has the meaning given to it in section 7.1 of Annex A of Schedule 3 (Milestones and Deliverables);
"Process Volume Baseline"	means, in respect of an Operational Chargeable Process and a specified calendar month, the number determined by TfL (acting reasonably) on or around the date of Acceptance of Milestone T5 (Initial Operations Review Complete) as being the total expected volume of that Operational Chargeable Process in that calendar month in 2015;
"Product Identifier"	means the Event Processing assigns means of classifying Chargeable Items and determining their treatment within Events Processing;
"Profit"	means the Service Provider's Operating Profits in relation to this Agreement, (PBIT), as declared in Schedule 30 (Open Book Template);
"Programme Manager"	means the member of Key Personnel referred to as the same in Schedule 11 (Employees and Key Personnel);
"Progress Report"	has the meaning given to it in paragraph 4.1 of Schedule 3 (Milestones and Deliverables);
"Project Review Group"	means the governance body detailed in paragraph 6 of Schedule 10 (Contract Management and Reporting);
"Project Review Meeting"	has the meaning given to it in paragraph 6 of Schedule 10 (Contract Management and Reporting);
"Provisional Movements"	means the movement in the bad debt provision between the Periods;

"Public Contracts Regulations 2006"	means the Public Contracts Regulations 2006 (SI 2006/5) and any amendment to or supersession of the same;
"Public Official"	means any person (whether appointed or elected) holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise (including any officer or employee of a state-owned or state-operated entity) or a public international organisation;
"QSA"	has the meaning given to it Clause 45.8 (PCI-DSS);
"Qualified Accountant"	means an accountant who is a current member of a recognised professional accounting society, and who qualifies for membership of this society through a combination of study and practical experience;
"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 the process of checking Communications and operational activities to ensure they are relevant, accurate, legible and in accordance with Schedule 5 (Service Level Agreement) and TfL's other requirements as specified from time to time;
"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 Monitoring Scorecards"	means a scoring system developed by the Service Provider and Approved by TfL in order to measure the quality performance of Operational Users;
"Quality Monitoring Tool"	means the function within the Service System(s) used for the development, reporting and maintenance of the Service Providers contractual quality requirements;
"RC Sub-Contract Date"	has the meaning given to it in paragraph 9.3 (Assignment of Relevant Licences and Agreements) of Schedule 16 (Exit Plan);
"RC Transfer Date"	has the meaning given to it in paragraph 9.2 (Assignment of Relevant Licences and Agreements) of Schedule 16 (Exit Plan);
"RC Trust Date"	has the meaning given to it in paragraph 9.4 (Assignment of Relevant Licences and Agreements) of Schedule 16 (Exit Plan);
"Ready for Service Assurance"	means the process to be performed by the Service Provider in accordance with paragraph 11 of Annex 1 (Test Methodology) to Schedule 4 (Testing Regime) which ensures that all Test related activities required prior to transition to Operational Services have been completed;
"Receipt"	means documented proof of payment;
"Receipt Number"	means the System reference number given to a Receipt;
"Recovery Vehicle Discount"	means a discount of the Congestion Charge Payment in accordance with Appendix 2 (Customer Account Structure) of Schedule 2 (Statements of Requirements (Business Operations));

"Recurring Payment Card"	means the payment card from which a Customer has authorised TfL to debit varying amounts as and when they become due for the purposes of the Customer's Auto Pay service;
"Recurring Transaction Mandate"	means the agreement to which a Customer has given consent authorising TfL to debit their Recurring Payment Card of varying amounts as and when they become due for the purposes of the Customer's Auto Pay service;
"Redundancy Cost"	has the meaning given to it in paragraph 8.7(B) of Schedule 7 (Charging and Operational Pricing);
"Reference Data"	means non-transactional Data;
"Referral Notice"	has the meaning given to it in paragraph 4.21 of Schedule 21 (Dispute Resolution Procedure);
"Referring Party"	has the meaning given to it in paragraph 4.5 of Schedule 21 (Dispute Resolution Procedure);
"Refund Threshold"	means the Parameterised Refund limit set by TfL from time to time for each Scheme below which the Service Provider may systematically process a Refund with no further authorisation by TfL. Refund amounts equal to or above the Parameterised Refund Threshold must first be authorised by TfL;
"Registered Customer"	means a Customer who has registered for and has an active Customer Account;
"Registered Keeper"	means the person in whose name a vehicle is registered under the Vehicle Excise and Registration Act 1994 (or the equivalent legislation, if registered outside England and Wales);
"Regression Testing"	means Testing of a previously tested program following modification (to the Software or its Environment) to ensure that defects have not been introduced or uncovered in unchanged areas of the Software, as a result of the changes made;
"Reimbursement Claim"	means a claim made for a reimbursement of Charge Payment(s);
"Reimbursement Service"	means a service available to TfL approved NHS Hospitals and the LFEPA, and which operates in accordance with Appendix 2 of Schedule 2 (Statement of Requirements (Business Operations));
"Release"	means one (1) or more changes to the Service Systems that are built, Tested and deployed together (for example, a single Release may include changes to Hardware, Software, Documentation, processes and other components);
"Release Management"	means processes, procedures and tools within Services Management for identifying, logging, monitoring, and managing the deployment of Releases in to the live Service System(s);
"Release Note(s)"	means the documents given by the Service Provider to TfL detailing the changes or enhancements made to the Service System(s);
"Release Plan"	means a plan for managing Software releases from (a) development to Testing, and (b) Testing to production environments;
"Relevant Contract"	has the meaning given to it in paragraph 9.2 (Assignment of Relevant Licences and Agreements) of Schedule 16 (Exit Plan);

"Relevant Employment Vacancy"	means an employment vacancy within the Service Provider's organisation for a member of Personnel;
"Relevant Period"	means the longer of: (A) the period beginning with the later of (i) the date on which any notice of termination of this Agreement or Partial Termination Notice is given; and (ii) the date twelve (12) Months before the applicable Termination Date or Partial Termination Date, and ending on the Termination Date or Partial Termination Date; and (B) the Hand Back Period;
"Relevant Transfer Date"	means the date on which the provision of the services is transferred from provision by the Incumbent Service Provider (or by its sub-contractors or by TfL) to provision by the Service Provider;
"Relief Event"	has the meaning given to it in Clause 56.1 (Relief Events);
"Remedy Plan"	has the meaning given to it in Clause 58.1 (Remedy Plans);
"Remittance"	means monies that are deposited by the Service Provider into a Collection Account on TfL's behalf;
"Replacement Service Provider"	means any replacement supplier or provider to TfL of the Agreement (or any part of it);
"Reports"	means all reports to be generated or supplied by the Service Provider under this Agreement;
"Representatives"	has the meaning given to it in Clause 52.1 (Ethics, Bribery and Corruption);
"Request for Information"	means information requested from the Service Provider by TfL, including but not limited to requests for public sector information;
"Requirements"	means the requirements set out in the Statements of Requirements;
"Resident"	means a person domiciled within the Congestion Charging Zone or buffer zone
"Residents Annual Charge"	means a Congestion Charge Payment in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"Residents Discount"	means a discount of the Congestion Charge Payment in accordance with Appendix 2 (Customer Account Structure) of Schedule 2 (Statements of Requirements (Business Operations));
"Residents Monthly Charge"	means a Congestion Charge Payment in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"Residents Weekly Charge"	means a Congestion Charge Payment in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"Responding Party"	has the meaning given to it in paragraph 4.1 of Schedule 21 (Dispute Resolution Procedure);

"Response Code"	means, in relation to a Vehicle, the response code category that the DVLA assigns to that Vehicle;
"Restricted Change"	has the meaning given to it in paragraph 14.1 of Schedule 9 (Change Control Request Procedure);
"Re-Transferring Employee"	means any Service Provider Personnel who: (A) will transfer to the employment of either TfL or the New Service Provider pursuant to the TUPE Regulations; or (B) accepts an offer of employment from TfL or a New Service Provider (as appropriate) upon the expiration or termination (in whole or in part) of this Contract;
"Returned Mail"	means mail that has been returned to the Service Provider as undelivered;
"Revenue"	means revenue generated from Customers in relation to the Schemes;
"Review Effective Date"	means, in relation to any change to the Service Charges pursuant to Schedule 36 (Value for Money Review Process), the first day of the month following the date of the associated VFM Review Request;
"Review Schedule"	means a plan provided by the Service Provider stating what documentation will be delivered to TfL for review, and when it will be delivered;
"Ringer Vehicle" or "Ringer"	means a Vehicle displaying the VRM of another Vehicle registered with the DVLA;
"Risk Register"	has the meaning given to it in paragraph 2.1 of Schedule 3 (Milestones and Deliverables);
"RPSI"	means the Reuse of Public Sector Information Regulations 2005;
"Scenario"	has the meaning given to it in paragraph 2.10(C)(7) (Business Continuity Plan and Business Continuity Test Schedule) of Schedule 25 (Business Continuity);
"Scenario 1 Pending Claim"	has the meaning given to it in Clause 8.12.2 (Operational Commencement);
"Scenario 2 Pending Claim"	has the meaning given to it in Clause 8.13.2 (Operational Commencement);
"Schema(s)"	means the database blueprint for the construction of the Data Store;
"Scheme"	means (as the context requires or permits): (A) the Congestion Charging Scheme; (B) the LEZ Scheme; and/or (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;
"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, as amended or varied from time to time;

"Secondary ANPR Solution"	means the secondary ANPR solution developed by the Service Provider pursuant to section 11 of Schedule 2: Statement of Requirements (BOps);
"Second Dispute Notice"	has the meaning given to it in paragraph 2.2 of Schedule 21 (Dispute Resolution Procedure);
"Secure Online Account"	means the facility that allows a Customer access to their Customer Account, via the Website, operated in accordance with the security measures outlined in the Statement of Requirements;
"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), the 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 security manager in Schedule 11 (Employees and Key Personnel);
"Security Plan"	means the security plan developed by the Service Provider in accordance with paragraph 3 of Schedule 14 (Security Policy);
"Security Policy"	means the security policy developed by the Service Provider in accordance with paragraph 2 of Schedule 14 (Security Policy);
"Segregation of Duties"	means, in relation to a task, having more than one person to complete that task to prevent fraud and error;
"Selected Partner" or "SP"	means a Customer with a Customer Account to which a Selected Partner Discount has been applied in accordance with Annex 2 (Customer Account Structure) of Schedule 2 (Statement of Requirements (Business Operations));
"Selected Partner Discount"	means a discount of the Congestion Charge Payment in accordance with Appendix 2 (Customer Account Structure) of Schedule 2 (Statements of Requirements (Business Operations));
"Sensitive Personal Data"	has the meaning given to it in the DPA;
"Services"	has the meaning given to it in Clause 3.1 (Scope of Services);
"Service Charges"	means the Operational Charges, Support Charges, Overhead Charges and the Pass-Through Charges;
"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 Database"	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;
"Service Element"	means a discrete component of the Service System(s) that provides a technical, business, or operating service;
"Service Failure"	has the meaning given to it in Clause 12.2 (Service Management);
"Service Failure Deduction" or "SFD"	means a reduction in the Service Charges as specified in, and calculated in accordance with, Schedule 5 (Service Level Agreement);
"Service Failure Deduction Cap"	has the meaning given to it in paragraph 2.13 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 Points will be converted into a Service Failure Deduction each Month in accordance with Schedule 5 (Service Level Agreement);
"Service Failure Point Value"	has the meaning given to it in paragraph 2.11 of Schedule 5 (Service Level Agreement Business Operations);
"Service Group"	means a group of Services (and associated Service Systems) which are required to deliver a process measured by a Performance Indicator;
"Service Improvements"	has the meaning given to it in Clause 21.1 (Continuous Improvements);
"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 Management"	means a framework such as ITIL v3, ISO 20000 which utilises people, processes and technology to implement and manage IT Services to meet the needs of the business;
"Service 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;
"Service Model"	means a document intended as an overall high level guide to the support which is in place for a given Service and which provides an overview of: (A) the Service that is being provided; (B) the Service Levels to be achieved; (C) the Software and infrastructure components that will be supported; (D) the organisations involved in providing support; and (E) Service costs for the life of the application/product;
"Service Monitoring System"	means a System that monitors the status of all components of the Service System(s) and Infrastructure, and raises alarms in the event of component failure

"Service Provider"	means Capita Business Services Limited, a company incorporated in England and Wales with registered address 71 Victoria Street, Westminster, London SW1H OXA and registration number 02299747;
"Service Provider API"	means the interface(s) and underlying system(s) designed, built and hosted by the Service Provider in order to support the TfL Website;
"Service Provider Assets"	means the Assets as set out in the Asset Register;
"Service Provider Confidential Information"	means the information set out in Schedule 13 (Service Provider Confidential Information);
"Service Provider Equipment"	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to TfL under the Agreement which shall include IT applications, interface and infrastructure components required to fully enable the System including server infrastructure, network infrastructure, storage infrastructure and databases;
"Service Provider Failure"	has the meaning given to it in Clause 58.1 (Remedy Plans);
"Service Provider Financial Statements"	means the audited profit and loss, balance sheet and cashflow statements including the notes of the Service Provider;
"Service Provider Financial Year"	means the financial year used by the Service Provider for the purpose of its statutory accounts;
"Service Provider Group"	means the Service Provider and its Affiliates;
"Service Provider High Level Design"	means, in respect of all Service Elements, the document produced by the Service Provider in accordance with paragraph 8 of Schedule 3 (Milestones and Deliverables) and based on the Functional and non-Functional Requirements;
"Service Provider Personnel"	means all such employees, officers, suppliers, sub-contractors, consultants and agents of the Service Provider (and including any employees, officers, suppliers, sub-contractors, consultants and agents of any Sub-Contractor) who are engaged in the performance of any of the Services (including any Key Personnel);
"Service Provider Premises"	means those premises which have addresses expressly set out in Schedule 28 (Service Provider's Solution);
"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 38 (Ownership and Assignment of Intellectual Property Rights)) owned by the Service Provider Group and are included in the Service Systems;
"Service Provider's Solution"	means the description of the Service Provider's proposed approach to providing the Services and the Service Systems set out in Schedule 28 (Service Provider's Solution);
"Service Provider Technical Solution"	means the Deliverable described in section 4 of Annex A of Schedule 3 (Milestones and Deliverables);
"Service Proving"	see System Proving;

"Service Systems"	means all or any part of any Systems, Services Databases, Services Materials, Service Systems Interfaces, Hardware or Service Systems Software which are used by or on behalf of the Service Provider in connection with the Scheme and/or the Services, including, for the avoidance of doubt, all elements of the Operational IT Systems, Finance Systems, and MIS;
"Service System(s) Element"	means an element of the Service System(s);
"Service System Software"	means Software used in the Service System;
"Service Systems Interfaces"	has the meaning given to it in Clause 20.1 (Interfaces);
"Service Systems Interface Specification"	means an Interface Specification for a Service Systems Interface;
"Service Transfer Plan"	has the meaning given to it in paragraph 4.1 of Schedule 16 (Exit Plan);
"Session Record"	means the record of each camera (identified by its Camera ID) session which shall include the session start and end time and relevant frame counter number, and such Session Record shall be identifiable by the unique session ID reference number attributed to that camera session;
"Severity 1 Testing Incident"	means a Severity 1 Incident which relates to Testing;
"Severity 1"	<p>means:</p> <p>(A) in relation to a Security Incident, a Security Incident which results in, or is likely to result in:</p> <ul style="list-style-type: none"> (1) a critical element of the Service being prevented from functioning or being performed; or (2) a damaging impact on the integrity of the Scheme, TfL's public reputation or another Service Provider, which is unacceptable to TfL; or <p>(B) in relation to an Operational Incident, an Operational Incident which results in, or is likely to result in:</p> <ul style="list-style-type: none"> (1) a critical element of the Service being prevented from functioning or being performed; or (2) a damaging impact on the public or on TfL or on an Other Service Provider, which is unacceptable to TfL; or <p>(C) in relation to a Testing Incident, a Testing Incident which:</p> <ul style="list-style-type: none"> (1) had it been analogously observed during the provision of the Services would result, or be likely to result in, in a Severity 1 Security Incident or a Severity 1 Operational Incident; or (2) results from a failure of the Development that if not rectified could result, or be likely to result in, in a Severity 1 Security Incident or a Severity 1 Operational Incident;
"Severity 2 Testing Incident"	means a Severity 2 Incident which relates to Testing;

<p>"Severity 2"</p>	<p>means:</p> <ul style="list-style-type: none"> (A) in relation to a Security Incident, a Security Incident which results in: <ul style="list-style-type: none"> (1) the functionality, operation or performance of the Services being, or being likely to be, severely impacted; or (2) a severe 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 an Operational Incident, an Operational Incident which results in: <ul style="list-style-type: none"> (1) the functionality, operation or performance of the Services being, or being likely to be, severely impacted; or (2) a severe impact on the public or on TfL or an Other Service provider, which is unacceptable to TfL; (C) in relation to a Testing Incident, a Testing Incident which: <ul style="list-style-type: none"> (1) had it been analogously observed during the provision of the Services would result, or be likely to result in, in a Severity 2 Security Incident or a Severity 2 Operational Incident; or (2) results from a failure of the Development that if not rectified could result, or be likely to result in, in a Severity 2 Security Incident or a Severity 2 Operational Incident;
<p>"Severity 3 Testing Incident"</p>	<p>means a Severity 3 Incident which relates to Testing;</p>
<p>"Severity 3"</p>	<p>means:</p> <ul style="list-style-type: none"> (A) in relation to a Security Incident, a Security Incident which results in: <ul style="list-style-type: none"> (1) the functionality, operation or performance of the Services being, or being likely to be, significantly adversely 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; (B) in relation to an Operational Incident, an Operational Incident which results in: <ul style="list-style-type: none"> (1) the functionality, operation or performance of the Services being, or being likely to be, significantly adversely impacted; or (2) a significantly adverse impact on the public or on TfL or on an Other Service Provider, which is unacceptable to TfL; or (C) in relation to a Testing Incident, a Testing Incident which: <ul style="list-style-type: none"> (1) had it been analogously observed during the provision of the Services would result, or be likely to result in, in a Severity 3 Security Incident or a Severity 3 Operational Incident; or (2) results from a failure of the Development that if not rectified could result, or be likely to result in, in a Severity 3 Security Incident or a Severity 3 Operational Incident;

"Severity 4"	<p>means:</p> <p>(A) in relation to a Security Incident, an Security Incident which results in no adverse impact on the integrity of the Scheme(s) or on TfL's public reputation or on an Other Service Provider and:</p> <ol style="list-style-type: none"> (1) results in the functionality, operation or performance of the Services being, or being likely to be, measurably impacted; or (2) requires the involvement of TfL and/or an Other Service Provider in the resolution of the Security Incident; or <p>(B) in relation to Operational Incident, an Operational Incident which results in the functionality, operation or performance of the Services being, or being likely to be, measurably impacted; or</p> <p>(C) in relation to a Testing Incident, a Testing Incident which:</p> <ol style="list-style-type: none"> (1) had it been analogously observed during the provision of the Services would result, or be likely to result in, in a Severity 4 Security Incident or a Severity 4 Operational Incident; or (2) results from a failure of the Development that if not rectified could result, or be likely to result in, in a Severity 4 Security Incident or a Severity 4 Operational Incident;
"Severity 5"	<p>means:</p> <p>(A) in relation to a Security Incident, a Security Incident which results in:</p> <ol style="list-style-type: none"> (1) no adverse impact on the integrity of the Scheme(s) or on TfL's public reputation or on an Other Service Provider; and (2) no measurable impact on the operation of the Services; and (3) no requirement for the involvement of either TfL and/or an Other Service Provider in the resolution of the Security Incident; or <p>(B) in relation to Operational Incident, an Operational Incident which results no measurable impact on the operation of the Services beyond minor cosmetic defects; or</p> <p>(C) in relation to a Testing Incident, a Testing Incident which:</p> <ol style="list-style-type: none"> (1) had it been analogously observed during the provision of the Services would result, or be likely to result in, in a Severity 5 Security Incident or a Severity 5 Operational Incident; or (2) results from a failure of the Development that if not rectified could result, or be likely to result in, in a Severity 5 Security Incident or a Severity 5 Operational Incident;
"Severity Level" or "SL"	means Severity 1, Severity 2, Severity 3, Severity 4 or Severity 5 (as applicable);
"Simulated Operation Testing"	means the Testing as defined in Annex 1 to Schedule 4 (Testing Regime);
"Single Sign-on" or "SSO"	means a web-based sign-on mechanism following the central authentication service (CAS) model developed and hosted by TfL's customer experience department. This supports the strategy of a single identity for TfL Customers across a number of TfL services such as Congestion charging;

"Skills and Employment Strategy"	means the TfL Group's ten (10) year skills and employment strategy, as amended from time to time. A copy of the Skills and Employment Strategy (at the date of this Agreement, dated December 2011 and which is accessible via the following link http://www.tfl.gov.uk/assets/downloads/corporate/skills-employment-strategy.pdf);
"SLNT Co-ordinator"	has the meaning set out in paragraph 14 of Part B (Strategic Labour Needs and Training) of Schedule 24 (Responsible Procurement);
"SLNT Infraction"	means any breach by the Service Provider of any of its obligations under Schedule 24 (Responsible Procurement);
"SLNT Output"	means the minimum number of Apprentice positions or equivalent to be delivered by the Service Provider (either directly through its own personnel and the personnel of its Sub-Contractors) under this Agreement, as identified and agreed in the Agreed SLNT Plan;
"SLNT Plan Template"	means the template for the SLNT Plan set out at Annex 2 (SLNT Template) to Schedule 24 (Responsible Procurement), to be completed by the Service Provider;
"SLNT Third Party"	means any and each of the Job Centre Plus, National Apprenticeship Service Primes, Community organisations and government programmes;
"Small or Medium-sized Enterprise" or "SME"	means either of the following: (A) a small enterprise which meets at least two (2) 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 (2) 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 Escrow Agent"	means the escrow agent chosen by TfL to hold the Escrow Software on escrow pursuant to Clause 42 (Source Code);

"Software IPR Summary Table"	has the meaning given to it in Clause 40.9 (General Provisions relating to Intellectual Property Rights);
"Software List"	has the meaning given to it in section 9 of Annex A of Schedule 3 (Milestones and Deliverables);
"Software Release"	means a collection of new and/or changed Software which are tested and introduced into the relevant Environment together;
"Source Code"	means computer/machine programming code, other than object code, and related source code level system documentation, comments and procedural code such as compiler definitions, 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;
"Source Systems"	means the Incumbent Service Providers Systems;
"Standard Annual Charge"	means a Congestion Charge Payment in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"Standard Daily Charge"	means a Congestion Charge Payment in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"Standard Monthly Charge"	means a Congestion Charge Payment in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"Standard Weekly Charge"	means a Congestion Charge Payment in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"Start Point"	has the meaning given to it in paragraph 2.3 of Schedule 5 (Service Level Agreement (Business Operations));
"Statement of Requirements", "SoR" or "SOR"	means the specifications for the Services which describe TfL's requirements for this Agreement and which are set out in Schedule 2 (Statement of Requirements);
"Step-in Action"	means the performance of the Services (or part(s) thereof) by TfL pursuant to Clause 60.2 (Step-in);
"Step-in Notice"	has the meaning given to it in Clause 60.1 (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 60 (Step-in) including without limitation the right for TfL to appoint a Third Party to do so;
"Step-Out Notice"	has the meaning given to it in Clause 60.11.3 (Step-in);
"Strategic Responsible Procurement Plan"	means the plan set out in Annex 1 to Schedule 24 (Responsible Procurement);
"Strategic Review Group"	means the governance body detailed in paragraph 9 of Schedule 10 (Contract Management and Reporting);
"Strategic Review Meeting"	has the meaning given to it in paragraph 9 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 pursuant to which the Third Party agrees to perform the Services or any part of them (including without limitation 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 pursuant to section 7 of the Data Protection Act from a Data Subject for access to his Personal Data being Processed by the Service Provider pursuant to this Agreement;
"Subject Access Request Administration Charge"	means an Administration Charge in accordance with Appendix 1 (Payments and Transaction Channels) of Schedule 2 (Statements of Requirements (Business Operations));
"Sub-System"	means a subset or ancillary part of part of the Service Systems;
"Summary List"	means a Customer and/or Operational User facing summary of Maintenance actions taken on a Customer Account;
"Summary Record" or "SR"	means a record of a specific type of Detection Event using ANPR;
"Supplier Materials"	means all Service Materials other than those in which Foreground IPR or TfL Background IPR subsist, reside or are embodied;
"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 Charge (Non-Staff)"	means a monthly charge calculated in accordance with paragraph 3.1(C) of Schedule 7 (Charging & Operational Pricing);
"Support Charge (Staff)"	means a monthly charge calculated in accordance with paragraph 3.1(B) of Schedule 7 (Charging & Operational Pricing);
"Suspense Account"	means an account used temporarily to carry doubtful receipts and disbursements or discrepancies pending their analysis and permanent classification;
"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 Build Documentation"	has the meaning given to it in paragraph 19.1 of Schedule 3 (Milestones and Deliverables);
"System Error"	means an uncatchable condition from which an application cannot recover;
"System Exception"	means a catchable condition from which an application can recover;
"System Failure"	means any material failure, fault or problem of the Service Systems or part of it amounting to a Severity 1 Incident;
"System Proving"	means Testing in accordance with paragraph 10.3 to 10.5 (inclusive) of Annex 1 of Schedule 4 (Testing Regime);

"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;
"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);
"Terms and Conditions"	means the terms and conditions a Customer must accept in order to use a Customer Account and or an associated Service;
"Term Capacity Plans"	means a plan for Capacity through the Term;
"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 62.1 (Consequences of Termination, Partial Termination or Expiry) and Schedule 6 (Termination Compensation);
"Termination Compensation Date"	means, in respect of a termination or Partial Termination of this Agreement in relation to which Termination Compensation is due in accordance with Schedule 6 (Termination Compensation), the date which is two (2) months after the associated Termination Date or Partial Termination Date (as applicable).
"Termination Date"	means the date with effect from which this Agreement is terminated in its entirety by either party in accordance with Clause 61 (Termination);
"Test"	means a test in relation to an element of the Services or the Service Systems conducted by the Service Provider in accordance with Schedule 4 (Testing), and "Tests" and "Testing" shall be construed accordingly;
"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 (Employees and Key Personnel);
"Test Plan"	means a plan for one or more Tests developed in accordance with Schedule 4 (Testing Regime);
"Test Progress Report"	means, in relation to a Test, a report on the progress of that Test developed in accordance with Schedule 4 (Testing Regime);
"Test Reports"	means Test Progress Reports and/or Final Test Reports (as the context requires or permits);
"Test Script"	means, in relation to a Test, a test script for that Test as set out in the relevant Test Specification;
"Test Specification"	means, in relation to a Test, a test specification for that Test developed in accordance with Schedule 4 (Testing Regime);
"Test Strategy"	means Implementation Test Strategy and/or Operational Test Strategy (as the context requires or permits);
"Test Witnessing"	means test witnessing in accordance with paragraph 6 of Schedule 4 (Testing Regime);

"Testing Approach"	means the approach to Testing set out in the Service Provider's Solution;
"Testing Documents"	means all Documentation to be provided by the Service Provider to TfL in accordance with Schedule 4 (Testing Regime);
"Testing Incident"	means an Incident that occurs or is observed during the Testing which: (A) had it occurred or been observed during the provision of the Services would or would have been likely to cause an adverse impact on the provision or quality of the Services; or (B) results from a failure of the development or implementation which, if not rectified, could result or be likely to result in an adverse impact on the provision or the quality of the Services;
"TfL"	means Transport for London, a statutory corporation established by section 154 of the Greater London Authority Act 1999;
"TfL Background IPR"	means Intellectual Property Rights that TfL owns or Controls as of the date of this Agreement, or that TfL obtains ownership or Control of separate and apart from the performance of the Services under this Agreement;
"TfL Bank"	see Other Service Provider;
"TfL Business Rules"	means rules regarding how certain aspects of the Services should be performed, as codified by TfL, and as may be updated by TfL from time to time;
"TfL CCTE"	see TfL;
"TfL Confidential Information"	means information and Data relating to the Scheme 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 Service Provider's Affiliates 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 which may otherwise reasonably be regarded as confidential;
"TfL Exceptions List"	means a list of Vehicles that cannot be added to an Auto Pay service;
"TfL Financial Year"	means the financial year used by TfL for the purpose of its statutory accounts;
"TfL Foreground Materials"	means any and all Hardware, Software, Systems, Material, Documentation, Deliverable, processes, procedures, methods or things in which Foreground IPR subsists, resides or is embodied;
"TfL Group"	means TfL and its Affiliates;
"TfL Group Company"	a member of the TfL Group;

"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 Scheme 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 Materials"	means any and all Hardware, Software, Systems, Material, Documentation, Deliverable, processes, procedures, methods or things in which Foreground IPR and/or TfL Background IPR subsists, resides or is embodied;
"TfL Merchant Acquirer Agreement(s)"	means the agreement(s) between TfL and the Merchant Acquirer under which TfL receives Merchant Acquirer Services;
"TfL Monitors"	has the meaning given to it in Clause 35.1 (TfL Monitoring Staff);
"TfL Objectives"	has the meaning given to it in Clause 4.1 (TfL Objectives);
"TfL Online"	means the TfL department responsible for TfL's public-facing digital presence;
"TfL Online Toolkit" or "TfL Website Toolkit"	means a set of documentation guides for backend integration with the TfL Website, as provided by TfL from time to time;
"TfL Personal Data"	means Personal Data processed by the Service Provider on behalf of TfL;
"TfL Systems"	means all or any part of any Systems used by TfL excluding the Service Systems;
"TfL Website"	means the website designed by TfL to which the Service Systems must interface in accordance with this Agreement;
"Website CCN"	means the CCN in the agreed form (appended to this Agreement and initialled for the purposes of identification) which sets out changes to Services in relation to the Website, including the introduction of additional Requirements, Milestones and Milestone Payments in relation thereto;
"TfL's Code of Conduct"	means the policy in Schedule 34 (TfL Policies);
"The Authority"	means TfL;
"Third Dispute Notice"	has the meaning given to it in paragraph 2.3 of Schedule 21 (Dispute Resolution Procedure);
"Third Party"	means a person who is not a party to this Agreement or an Affiliate of a party to this Agreement (and includes any government body other than TfL);
"Third Party Assets"	means Assets owned by a Third Party;
"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;
"Three Year Break Point"	means the date which is the third (3 rd) anniversary of the Operational Commencement Date;
"Timestamp"	means a system generated read-only record of the date and time an event (i.e. receipt of written correspondence or communication) occurs;
"Trainee"	means a member of Service Provider's Personnel who is registered as a trainee with an industry recognised body;
"Training Material"	has the meaning given to it in section 16.2 of Annex 1 of Schedule 3 (Milestones and Deliverables);
"Training Plan"	has the meaning given to it in paragraph 16.1 of Annex 1 of Schedule 3 (Milestones and Deliverables);
"Transaction Reversal"	means the reversal of a financial transaction which has been processed in error;
"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 Relevant Transfer Date and who at any time prior to such date are wholly or mainly assigned to the services provided by the Incumbent Service Provider or any part thereof;
"Transformation"	means, in relation to Data, the migration of a such Data from a source to a target including any split of such Data, the merging of two or more Data items or any cleansing of such Data;
"Transparency Commitment"	means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which TfL is committed to publishing its contracts, tender documents and data from invoices received;
"Trigger Date"	has the meaning given to it in paragraph 4.1 (Service Transfer Plan) of Schedule 16 (Exit Plan);
"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;
"UK Corruption Laws"	see "Corruption Law";
"Ultra Low Emission Discount"	means a discount of the Congestion Charge Payment in accordance with Appendix 2 (Account Structure) of Schedule 2 (Statements of Requirements (Business Operations));
"Unidentified Payments"	means a Payment received which the Service Provider is unable to allocate;
"Usability Testing"	means, in relation to an element of the Service System(s), testing the usability of that element of the Service System(s) in accordance with Schedule 4 (Testing);
"V5C"	means the registration document issued by the DVLA to the registered owner of a Vehicle;

"Valid Customer Complaint"	has the meaning given to it in paragraph PI 17.1 of Schedule 5 (Service Level Agreement (Business Operations));
"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;
"Variation Order"	means a variation order to a Scheme Order;
"Vehicle"	means motor vehicle;
"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 service provided by a Third Party which records and provides access to vehicle data, such as the vehicle data service provided by the DVLA;
"Vehicle Information"	means information about a Vehicle received from one or more Vehicle Data Services;
"Vehicle List"	means an unordered and independent list of Vehicles, with each such list being associated 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 all mechanically propelled vehicles on a public highway;
"Vehicle Usage Record" or "VUR"	means a record generated by the Service System(s) in relation to use of a Vehicle in the Charging Zone;
"Velocity Checking"	means a method of enabling the Service Provider to determine if Customer Account behaviour is excessive or abnormal. Options can include but shall not be limited to: (A) Global: restricts the total number or value of transactions. (B) Post code: restricts the total number or value of transactions submitted from a certain post code. (C) IP Address: restricts the total number or value of transactions submitted from any one IP address. (D) Credit Card: restricts the total number or pound sterling value of transactions submitted from any one credit card;
"VFM Review Request"	means a request by TfL pursuant to paragraph 2.1 of Schedule 36 (Value for Money Process);

"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;
"VoSI Interface"	means the electronic data Interfaces built by the Service Provider for the transmission of Data between the Service Provider and the VoSI Service Provider;
"VoSI List"	means a configurable list of VRMs that the Operational IT System(s) should refer to in order to determine if a VRM is a VoSI;
"VoSI Request"	means a request made by the VoSI System;
"VoSI System"	means the system through which VoSI candidates can be logged for identification;
"Warranty Failure"	has the meaning given to it in Clause 51.4 (Representations and Warranties);
"Web Services"	see Web Interface;
"Web User Interface" or "Web Interface"	means a method by which the Service Provider will make available to Customers services which are accessed via the TfL Website;
"Website CCN"	means the CCN in the agreed form (appended to this Agreement and initialled for the purposes of identification) which sets out changes to Services in relation to the Website, including the introduction of additional Requirements, Milestones and Milestone Payments in relation thereto;
"Website"	see TfL Website;
"WEE Equipment"	means any Equipment which falls within the scope of the WEEE Regulations;
"WEEE Regulations"	means Waste Electrical and Electronic Equipment Regulations 2006 (as amended by the Waste Electrical and Electronic Equipment (Amendment) Regulations 2007);
"Weekday"	means the period from 00.00.00 until 23.59.59 on any day other than a Weekend;
"Weekend"	means the period from 00.00.00 on a Saturday until 23.59.59 on a Sunday;
"White List"	means a list of Non-UK registered Vehicles which comply with the LEZ Scheme Order;
"Wildcard" or "wildcard search"	means a symbol used in a keyword search to represents one or more unspecified characters;
"Workflow"	means the process by which items are received progressed and , and managed through to resolution in a structured, auditable, controlled and resource-efficient manner;
"Working Day"	means any day other than any Saturday, Sunday, bank holiday or public holiday in England;

"Working Hours"	means the period from 08.00.00 to 17.59.59 on a Working Day;
"Workplace Harassment Policy"	has the meaning given to it in paragraph 3.4 (The General Equality Duty) of Schedule 24 (Responsible Procurement);
"Wrap Up Code"	means a list of codes notified to the Service Provider by TfL from time to time which describe the nature of the (telephone) call and can be used for Management Information;
"Write Off"	means some or all of the debt is designated as no longer collectable, and is written off by the Service Provider in the Debtor accounts. Write-Offs must be made in accordance with the process Approved pursuant to Schedule 2 (Statement of Requirements (Finance)); and
"Zone Checker Tool"	means the function for determining whether a postcode, street, or landmark is within a Charging Zone.