

LONDON CYCLE HIRE SCHEME AGREEMENT

Schedule 1 – Definitions

PART 1: GLOSSARY OF ABBREVIATIONS

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

APACS	means Association for Payment Clearing Services;
ASB	means the Accounting Standards Board;
BACS	means BACS Payment Services Limited;
BSI	means the British Standards Institution;
CCTV	means closed circuit television;
CIPFA	means the Chartered Institute of Public Finance and Accounting;
COTS	see Commercial Off-The-Shelf;
CVC2	means Card Validation Code 2;
CVV2	means Card Verification Value Code 2;
ETI	Ethical Trading Initiative;
EU	means European Union;
GAAP	means Generally Accepted Accounting Principles;
GIP	see Good Industry Practice;
GLA	means the Greater London Authority;
GPRS	means Global Packet Radio Service;
GUI	means Geographical User Interface;
HMRC	means Her Majesty's Revenue and Customs;
HMSO	means Her Majesty's Stationery Office;
ITIL	means the IT Infrastructure Library;
ITSEC	see Information Technology Security Evaluation Criteria;
LOCOG	means The London Organising Committee of the Olympic Games Limited of 1 Churchill Place, Canary Wharf, London E14 5LN with company number 05267819;
LPG	means Liquefied Petroleum Gas;
MS	means Milestone;
NRSWA	means the New Roads and Street Works Act 1991;
NTP	means Network Time Protocol;

ODA	means the Olympic Delivery Authority;
OJEU	means the Official Journal of the European Union (formerly known as OJEC);
PCI DSS	see Payment Card Industry Data Security Standard;
PMA	see Policy and Monitoring Advisor;
“OTO”	Queuing Time Objective;
SEDEX	Supplier Ethical Data Exchange;
SMS	means Short Message Service;
SSAP	means Statement of Standard Accounting Practice;
TSRGD	means Traffic Signs Regulations and General Directions;
UK	means the United Kingdom of Great Britain and Northern Ireland;
VAT	see Value Added Tax; and
W3C	means the World Wide Web Consortium.

PART 2: DEFINITIONS

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

- “Abandoned Calls”** means telephone calls where the caller hangs up before the call is answered by a Customer Services Representative, excluding any calls abandoned before entering an IVR System queue;
- “Acceptance Testing”** means the Testing to be undertaken by the Service Provider in accordance with Schedule 4 (*Testing Regime*);
- “Acceptable Service Level”** has the meaning set out in paragraph 2.2 (*Performance Management Regime Overview*) of Schedule 5 (*Service Level Agreement*);
- “Accommodation Plan”** has the meaning set out in paragraph 19.1 (*Accommodation Plan*) of Schedule 3 (*Milestones and Deliverables*);
- “Accounting Standard”** means the rules according to which accounts have to be drawn up which demand minimum levels of disclosure, lay down fundamental principles, define the meanings of terms and specify how numbers should be calculated;
- “Action”** has the meaning set out in paragraph 2.8 (*Performance Management Regime Overview*) of Schedule 5 (*Service Level Agreement*);
- “Ad Hoc Report”** means any Report other than an Operational Report or Performance Indicator Report;
- “Additional Services”** means the services that TTL may request the Service Provider to provide from time to time, which are:
- (A) the same as or substantially similar to those Services provided by the Service Provider during the Implementation Phase and/or the Operational Phase; and/or
 - (B) pursuant to the design, build, installation and operation of the London Cycle Hire Scheme,
- in accordance with the provisions of Schedule 33 (*Additional Services*). The indicative Additional Services include those services set out in Schedule 33 (*Additional Services*) and the Statement of Requirements;
- “Adjudication Notice”** has the meaning set out in Clause 81.15 (*Dispute Resolution Procedure*);
- “Adjudicator”** means the adjudicator appointed by the Parties in accordance with Clause 81 (*Dispute Resolution Procedure*);
- “Administration Charge”** means a charge which the Service Provider shall be required to charge Customers in relation to an administrative action, including Refunds, repayments and Registrations, as detailed in the Statement of Requirements;
- “Administration”** means the Parameterised Table within the Service System that holds the

Charge Table”	Administration Charge Data;
“Affiliate”	means, in relation to a party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that party from time to time;
“Agreed Capacity Plan”	has the meaning set out in paragraph 12.3 (<i>Capacity</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Agreed Communications Plan”	means the Service Provider’s communications plan set out in Appendix 4 (<i>Agreed Communications Plan</i>) to Schedule 24 (<i>Equality and Diversity</i>);
“Agreed Daily Bicycle Requirements”	means TTL’s requirement to have 6,000 Bicycles available for hire each calendar day, or other such lesser number of Bicycles that TTL may notify the Service Provider in writing;
“Agreed Diversity Plan”	means the Service Provider’s diversity plan set out in Appendix 3 (<i>Agreed Diversity Plan</i>) to Schedule 24 (<i>Equality and Diversity</i>);
“Agreed Equality Policy (Strategic Plan)”	means the Service Provider’s equality and diversity policy set out in Appendix 1 (<i>Agreed Equity Plan (Strategic Plan)</i>) to Schedule 24 (<i>Equality and Diversity</i>);
“Agreed Training Plan”	means the Service Provider’s diversity training plan set out in Appendix 2 (<i>Agreed Training Plan</i>) to Schedule 24 (<i>Equality and Diversity</i>);
“Agreement”	means this agreement including its Schedules, any Appendices or Annexures;
“Agreement for Lease”	[means the agreement for lease entered into between TfL (1) and the Service Provider (2) on the same date as this Agreement;]
“Agreement to Release Payment”	means the agreement by TTL to the release of a Milestone Payment in respect of the achievement of a Milestone;
“Ambush Marketing”	means any activity, commercial or non-commercial, undertaken by any person or entity, whether public or private, that creates, implies or refers to a direct or indirect association of any kind (including an association in the minds of members of the public) with any Games Body or the Games (including by reference to the city of London and the year 2012), which has not been authorised by LOCOG or any other Games Body;
“Annual Subscription”	means a Subscription that may be set up within the Service Systems to run for a period of 365 days from first activation;
“APACS Standards”	means those standards developed by APACS and relating to payment systems from time to time;
“Approved”	means, subject to Clause 12.2(b) (<i>Responsibility for Achievement of Milestones and Milestone Dates</i>) and Clause 66.4 (<i>Waiver and Approvals</i>), approved by TTL in accordance with Schedule 3 (<i>Milestones and Deliverables</i>) and the terms “Approval” and “Approve” shall be

	construed accordingly;
“Arrangements”	has the meaning set out in Clause 61.3(e) (<i>Step-in Rights</i>);
“Asset Number”	means a unique identifying number for any Assets used to perform the Services;
“Asset Register”	means the register of the LCHS Assets to be created, maintained and updated by the Service Provider from time to time, in accordance with the provisions of Schedule 12 (<i>Asset Management</i>);
“Associated Party”	has the meaning set out in paragraph 2.4 of Schedule 38 (<i>2012 Games - No Marketing Rights</i>);
“Audit Methodology”	means the internal audit methodology of the Service Provider for checking compliance and fulfilment of this Agreement and used in providing Management Information and reports to TTL Personnel;
“Authorised Payment Method”	means the credit or debit card details, or direct debit details that have been provided by a Customer for use for the payment of all Charges associated with LCHS;
“Back-Office”	means those Services delivered by the Service Provider from locations such as the Data Centre and Contact Centre;
“Balance Statement”	means the aggregate of all Cycle Hire Charges and Late Return Charges incurred to date on the current Subscription since the last Billing Period;
“Base Design”	has the meaning set out in paragraph 7.1 (<i>Terminal and Docking Station Implementation</i>) of Schedule 37 (<i>Docking Station Implementation and Traffic Management</i>);
“Base Plate”	means a joint or connection structure between the foundation and any mounted equipment at a Site;
“Benchmarker”	has the meaning set out in paragraph 2 (<i>Definitions</i>) of Schedule 36 (<i>Value for Money Review Process</i>);
“Benchmarking Exercise”	has the meaning set out in paragraph 2 (<i>Definitions</i>) of Schedule 36 (<i>Value for Money Review Process</i>);
“Bicycle”	means a bicycle designed and manufactured in accordance with and pursuant to the provisions of this Agreement;
“Bicycle Hire Roundel”	means the approved logo to be used for the London Cycle Hire Scheme;
“Bicycle Repair Variable Charge”	has the meaning set out at paragraph 8.1 (<i>Operational Services: Operational Charges and Other Sums Due</i>) of Schedule 7 (<i>Charging</i>);
“Bicycle Replacement Variable Charge”	has the meaning set out at paragraph 8.1 (<i>Operational Services: Operational Charges and Other Sums Due</i>) of Schedule 7 (<i>Charging</i>);

“Billing Date”	means the day of the month on which a Customer elects to receive a Statement;
“Billing Period”	means the time from either the start of a Subscription or a previous Billing Period at which the Customers Cycle Hire Charges are calculated;
“Black and Minority Ethnic Business” or “BME”	means a black and minority ethnic business, which is at least fifty-one percent (51%) owned by members of one or more ethnic groups;
“Build Deliverables”	means the Deliverables provided by the Service in respect of the Build Services;
“Build File”	means a file which is used to control, co-ordinate or define the process of converting editable content (including Source Code), as held in the Version Control System, into a Software Release;
“Build Services”	means the Services to be provided by the Service Provider in relation to the manufacture, development, construction and installation of the LCHS Assets and Service Systems and development and creation of the business processes the Service Provider deems necessary to deliver the Services in accordance with this Agreement, as more specifically detailed in the Statement of Requirements, and any related Works and Testing;
“Business Continuity”	means the continued operation of the Services (including the Service Systems and LCHS Assets) and London Cycle Hire Scheme;
“Business Continuity Event”	has the meaning set out in paragraph 1.1(A) (<i>Scope</i>) of Schedule 25 (<i>Business Continuity</i>);
“Business Continuity Infrastructure”	means the LCHS Assets, Service Systems and Premises (including the Business Continuity Premises) and Systems that house and support the Business Continuity Services or relate to the Business Continuity Test Schedule;
“Business Continuity Manager”	means the member of Service Provider Personnel that is the single point of contact for TTL Personnel in relation to all matters concerning the provision of the Business Continuity Services and the Business Continuity Infrastructure and responsible for: (A) executing the Business Continuity Services; and (B) providing the Business Continuity Infrastructure;
“Business Continuity Plan”	means the plan to be developed, maintained and updated by the Service Provider in accordance with Schedule 25 (<i>Business Continuity</i>);
“Business Continuity Premises”	means the alternative premises from which the Service Provider is to provide the Business Continuity Services;
“Business Continuity”	means the Services to be provided by the Service Provider in the event

Services”	of a: <ul style="list-style-type: none">(A) Service Failure;(B) Business Continuity Event; or(C) Disaster Recovery Event, in accordance with the Business Continuity Plan and Schedule 25 (<i>Business Continuity</i>);
“Business Continuity Test Schedule”	means a document, to be developed, maintained and updated by the Service Provider in accordance with Schedule 25 (<i>Business Continuity</i>) and detailing the dates and times and criteria, processes and procedures of Business Continuity Testing;
“Business Continuity Testing”	means the Testing of each element of the Business Continuity Service, Business Continuity Plan and Business Continuity Infrastructure, in accordance with <ul style="list-style-type: none">(A) Business Continuity Test Schedule;(B) paragraph 3 (<i>Business Continuity Testing</i>) of Schedule 25 (<i>Business Continuity</i>);(C) Schedule 4 (<i>Testing Regime</i>);
“Business Rules”	means the policy or business processes and procedures provided and/or Approved by TTL to which the Service Provider must adhere;
“Capacity”	means the maximum processing, input and output volumes, sizing requirements, network bandwidth, Data storage and transfer handling capacity of the Service Systems;
“Card Scheme Rules and Mandates”	means the procedures and standards issued by any relevant “card schemes” which are in addition to those issued by the Merchant Acquirer;
“Central System”	means the Hardware and Software to be designed, developed, implemented, maintained and used, as applicable, by the Service Provider to provide the Contact Centre functions and to receive and process transactions and Data from the Docking Station Systems, Services Webiste and SmartCard System;
“CDM Co-ordinator”	means the person appointed by TTL under the CDM Regulations from time to time. The CDM Co-ordinator at the Effective Date is set out in Clause 51.5 (<i>Health and Safety</i>);
“CDM Regulations”	means the Construction (Design and Management) Regulations 2007;
“Change Authorisation”	means a notice issued by TTL in accordance with Schedule 9 (<i>Change Control Request Procedure</i>) authorising the Service Provider to proceed with a Change Control Request on the basis of the Initial Response

and/or Impact Assessment;

“Change”

means any change to:

- (A) the Statement of Requirements;
- (B) the Service Provider Solution;
- (C) the LCHS Assets;
- (D) the Service Systems;
- (E) the Sites;
- (F) the Premises;
- (G) the Merchant Acquirer and Merchant Acquirer Services;
- (H) the Services; or
- (I) any of the terms of this Agreement,

made in accordance with the Change Control Request Procedure. The term **“Change”** shall include the following categories of Change, each category as defined in paragraph 3 (*Categories of Changes and Additional Services*) of Schedule 9 (*Change Control Request Procedure*):

- (i) Emergency Change;
- (ii) General Change;
- (iii) Internal Change;
- (iv) Mandatory Change;
- (v) Merchant Acquirer Change;
- (vi) Restricted Change.

An Internal Change shall not constitute or be deemed to be a Change;

“Change Control Request” or “CCR”

means a written request, raised by TTL 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 procedure for managing Changes and Change Control Requests set out in Schedule 9 (*Change Control Request Procedure*);

“Change in Law”

means any:

- (A) amendment, alteration or modification to or repeal of existing Law (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; or
- (D) the introduction of or amendment to any TfL Group Policy, instruction or guidance on any matters relevant to the Services and operation and/or administration of the London Cycle Hire Scheme,

which takes effect after the Effective Date;

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

“Change Manager” means the Service Provider’s Representative appointed to manage and act as the single point of contact in relation to Changes and the Change Control Request Procedure;

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

- (A) acquires control (as defined in section 416 of the Income and Corporation Taxes Act 1988) of the Service Provider or a Guarantor or Shareholder; or
- (B) in the case of a Service Provider or Guarantor or Shareholder which is subject to the Take-over Code, increases its or their interest in the relevant share capital (as defined in section 198(2) of the Companies Act 2006) such that that person or group of persons would be obliged to make an offer for the Service Provider or Guarantor or Shareholder under Rule 9 of the Take-over Code or would be so obliged, but for any “whitewash” carried out pursuant to the notes on Dispensations from Rule 9 of the Take-over Code,

and for the purposes of this definition, the “**Service Provider**”, “**Guarantor**” and “**Shareholder**” includes the Service Provider, Guarantor or Shareholder (as appropriate) and each body corporate which is from time to time directly or indirectly its holding company (as defined in section 736 of the Companies Act 2006);

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

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

transactions;

“Change of Status Notice”	means any notice from HMRC (served under Regulation 6(6) of the CIS Regulations) of a change in the status of the Service Provider;
“Charge”	means any of Cycle Hire Charge, Late Return Charge or Subscription Fee;
“Charge Payments”	means a payment made by a Customer for subscription to and hire of Bicycles in accordance with the terms for the London Cycle Hire Scheme;
“CIS Effective Date”	means the later of: (A) the date on which a Payment becomes a Contract Payment; and (B) the Effective Date;
“CIS Regulations”	means the Income Tax (Construction Industry Scheme) Regulations 2005 (SI 2005/2045);
“CIS Rules”	means the construction industry scheme, as set out in chapter 3 of part 3 of, and schedule 11 to, the FA 2004 and the CIS Regulations;
“Civil Works”	means any Works required to produce a suitable Site for the implementation of a Docking Station, including, excavation of surface and subsoil, placing of any ducting or foundation, backfilling and reinstatement to appropriate standard of any surface;
“Clerk of Works”	means a person engaged by the TfL Group to liaise, oversee and inspect any Works associated with the London Cycle Hire Scheme;
“Client”	has the meaning set out in the CDM Regulations;
“Collection Accounts”	has the meaning set out in paragraph 1.1(A) (<i>Scope</i>) of Schedule 32 (<i>Revenue Collection and Payment</i>);
“Commercial Manager”	means the member of the Service Provider Personnel having the role and responsibilities set out in Schedule 11 (<i>Key Personnel</i>);
“Commissioning Acceptance Testing”	means the Testing to be performed in accordance with paragraph 8.1(F) (<i>Implementation Phase Testing</i>) of Schedule 4 (<i>Testing Regime</i>) to demonstrate that each Docking Station conforms with the Statement of Requirements;
“Communication Plan”	has the meaning ascribed to it in paragraph 17 of Schedule 3 (<i>Milestones and Deliverables</i>);
“Compensation Event”	means a breach by TTL of its obligations under this Agreement;
“Complaint”	means a complaint made by a Customer and received by the Service Provider (or a Sub-Contractor) via any channel;

“Configuration File”	means a file containing only configuration item settings;
“Construction Phase Plan” or “CPP”	means the plan prepared by the Service Provider, as Principal Contractor, where the project is notifiable under the CDM Regulations and in order to comply with Regulation 23 of the CDM Regulations, including any updates and revisions thereof;
“Contact Centre”	means the Customer service centre (through which the Service Provider interfaces with Customers and handles and/or processes, <i>inter alia</i> , Enquiries, Complaints and Charge Payments by telephone (including IVR, SMS, minicom, post, fax, Web and/or by e-mail;
“Contact Centre Assets”	means the LCHS Assets located and used at the Contact Centre, including the Service Systems;
“Contact Record”	means a uniquely identifiable electronic record of any contact from an unknown Customer through any available channel;
“Continuous Service Breach”	means the value of Service Failure Points which would, but for the application of the Service Failure Deduction Cap, be at least thirty percent (30%) of the Monthly Operational Charge in three (3) or more consecutive Months;
“Contract Manager”	means the member of Service Provider Personnel having the role and responsibilities set out in Schedule 11 (<i>Key Personnel</i>);
“Contract Management Board”	means the board set up during the Implementation Phase and having the role and responsibilities and comprising the Representatives of the Service Provider and TfL Group set out in Table 2 (<i>Contract Management Board and Strategic Review Group</i>) of Schedule 10 (<i>Contract Management and Reporting</i>);
“Contract Payment”	has the meaning given in section 60 of the FA 2004;
“Control”	means that a person possesses directly or indirectly the power to direct or cause the direction of the management and policies of the other person, whether through the ownership of voting shares, by contract or otherwise and the terms “Controls” and “Controlled” shall be interpreted accordingly;
“Crime Reference Number”	means a unique identifying number assigned by a police service to an allegation of crime;
“Customer”	means any person who: (A) is a Subscriber; or (B) is a User; or (C) makes an Enquiry in relation to any aspect of the Service Provider and/or member of the TfL Group in respect of the London Cycle

	Hire Scheme; or
	(D) otherwise interfaces with the London Cycle Hire Scheme;
“Customer Record”	means an electronic record of a Customer’s details;
“Customer Service Representative” or “CSR”	means a member of Service Provider Personnel who interacts with Customers through the Contact Centre;
“Customer Type”	means one of the parameters from which a Subscription is constructed that classifies a Customer, such as Registered Customer or Non-Registered Customer;
“Cycle Assets”	means the Bicycles and their components (including stocks and Spare Parts for the Bicycles);
“Cycle Hire Charge”	means the sum due for the Hire Period, based upon the Tariffs and Discounts applicable to the Customer;
“Damaged”	means the Status of a Bicycle when it has been reported, by either a Customer or a member of Service Provider Personnel, as broken or unfit for Hire;
“Data”	means data (including Personal Data, TTL Personal Data and Customer Records), text, drawings, diagrams, maps, process models, forecast volumes, photographic images or sounds (together with any database (including Services Database) made up of any of the foregoing), which are embodied in any electronic or tangible medium which is: (A) produced pursuant to this Agreement; and/or (B) created, processed and/or used by the Service Systems;
“Data Controller”	has the meaning given to it under the Data Protection Act and in the context of this Agreement shall mean TTL and TfL;
“Data Processor”	has the meaning given to it under the Data Protection Act;
“Data Protection Act”	means: (A) the Data Protection Act 1998 and any subordinate Legislation made under such Act; and (B) any guidance issued by the Information Commissioner in relation to the Data Protection Act and subordinate Legislation, as amended from time to time;
“Data Protection Legislation”	means: (A) Data Protection Act; and (B) Directives 95/46/EC and 97/66/EC on the protection of

- individuals with regard to the processing of personal data and on the free movement of such data;
- (C) the Computers Misuse Act 1990;
 - (D) the Telecommunications (Data Protection and Privacy) (Direct Marketing) Regulations 1998;
 - (E) the Directive on Privacy and Electronic Communications (2002/58/EC);
 - (F) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and
 - (G) all other applicable Laws relating to the processing of personal data and privacy;
- “Data Protection Notice”** means a notice of the TfL Group to Customers to inform them, at the point of Data capture, about the processing of their Personal Data for the purposes of the London Cycle Hire Scheme, as required by the first principle of the Data Protection Act;
- “Data Store”** means the persistent storage area used by the Service Provider within the Service Systems, which includes WORM and rewritable media;
- “Data Subject”** has the meaning given to it by section 1(1) of the Data Protection Act;
- “Database”** see Services Database;
- “Date Compliant”** means that:
- (A) 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) Service Systems shall process and express dates in the format dd/mm/yyyy;
- “Day Rates”** means rate for a member of Service Provider Personnel working one day, as set out in Table 2 to Annex G (*Principles to Apply to the Pricing of Changes to this Agreement*) of Schedule 9 (*Change Control Request Procedure*);
- “Declined Payments”** means Charge Payments that are rejected by:
- (A) the Merchant Acquirer;
 - (B) the issuing bank; or
 - (C) any other relevant financial institution or company,
- as appropriate;
- “Deed of** means the document set out in Schedule 17 (*Agreed Form of*

Guarantee”	<i>Guarantee</i>);
“Deed of Novation”	has the meaning set out in Clause 45.4(a) (<i>Novation or Management of Supply Contracts</i>);
“Deferred Docking Station”	has the meaning set out in paragraph 4.7 (<i>Site Design and Site Specific Plan</i>) of Schedule 37 (<i>Docking Station Implementation and Traffic Management</i>);
“Delay Plan”	means the plan specified in Clause 14.3 (<i>Delay</i>);
“Deleterious Materials”	has the meaning set out in Clause 29.1(a) (<i>Deleterious Materials</i>);
“Deliverables”	means the: <ul style="list-style-type: none">(A) Build Deliverables;(B) Design Documents;(C) Documentation;(D) Service Systems; and(E) LCHS Assets, supplied in accordance with Schedule 3 (<i>Milestones and Deliverables</i>) and/or the Implementation Plan and any other tangible item and asset that the Service Provider is required to provide as part of the Services or as a result of the Change Control Request Procedure;
“Deployment Schedule”	means the schedule or processes for installing LCHS Assets and Service Systems into an Environment, including the: <ul style="list-style-type: none">(A) commissioning of Hardware;(B) copying of Software onto the Hardware; and(C) Testing; and(D) training of personnel in associated processes;
“Depot Assets”	means the assets used at the Premises and/or at any on-street location to repair and maintain the Docking Station Assets and Cycle Assets;
“Deputy Traffic Safety Officer”	has the meaning set out in paragraph 8.15(B) (<i>Site Management and Traffic Management</i>) of Schedule 37 (<i>Docking Station Implementation and Traffic Management</i>);
“Design Documents”	means the: <ul style="list-style-type: none">(A) Functional Requirements;

- (B) Service Provider High Level Design;
 - (C) Detailed Design;
 - (D) Infrastructure Design;
- “Design Services”** means the Services to be provided by the Service Provider in relation to the design of the LCHS Assets, Service Systems and the business processes and procedures the Service Provider deems necessary to deliver the Services in accordance with this Agreement, as set out in the Statement of Requirements;
- “Design Testing”** means the Testing to be carried out in accordance with paragraph 8.1(B) (*Implementation Phase Testing*) of Schedule 4 (*Testing Regime*);
- “Detailed Design”** has the meaning set out in paragraph 15.1 of Schedule 3 (*Milestones and Deliverables*);
- “Detailed Milestone Achievement Criteria”** has the meaning set out in paragraph 30.1 (*Development of Detailed Milestone Achievement Criteria*) of Schedule 3 (*Milestones and Deliverables*);
- “Determination”** has the meaning set out in paragraph 2 (*Purpose of Expert Determination*) of Schedule 21 (*CEDR Model Expert Determination Agreement*);
- “Development Methodology”** means the documented collection of policies, processes and procedures used by a development team or organisation to practice Software engineering;
- “Direct Debit Account”** has the meaning set out in paragraph 6.1(A) (*Direct Debit*) of Schedule 32 (*Revenue Collection and Payment*);
- “Direct Debit Arrangements”** has the meaning set out in paragraph 6.1(B) (*Direct Debit*) of Schedule 32 (*Revenue Collection and Payment*);
- “Disaster Recovery Event”** has the meaning set out in paragraph 1.1(B) (*Scope*) of Schedule 25 (*Business Continuity*);
- “Discount”** means either:
- (A) the Customer Type associated with a Customer which means that such Customer is eligible for a reduced Tariff; and
 - (B) the reduction in Tariff, or specific Tariff Table to be used when calculating Cycle Hire Charges;
- “Discount Table”** means a Parameterised Table that holds a Discount Tariff or other method for amending the Cycle Hire Charges to be levied;
- “Discrimination Legislation”** means the:
- (A) Race Relations Act 1976;

- (B) Sex Discrimination Act 1975;
 - (C) Disability Discrimination Act 1995;
 - (D) Employment Equality (Religion or Belief) Regulations 2003;
 - (E) Employment Equality (Sexual Orientation) Regulations 2003;
 - (F) Employment Equality (Age) Regulations 2006; and
 - (G) any discrimination Laws in force from time to time;
- “Dispute”** has the meaning set out in Schedule 21 (*CEDR Model Expert Determination Procedure*);
- “Dispute Notice”** has the meaning set out in Clause 81.2(a) (*Dispute Resolution Procedure*);
- “Dispute Resolution Procedure”** means the procedure for settling disputes arising out of, under or in connection with this Agreement set out in Clause 81 (*Dispute Resolution Procedure*);
- “District Auditor”** means an auditor appointed by the Audit Commission pursuant to the Audit Commission Act 1998;
- “Diversity Infraction”** means any:
- (A) material breach by the Service Provider of any of its obligations under paragraphs 1 to 7 of Schedule 24 (*Equality and Diversity*); and/or
 - (B) failure by a Sub-Contractor to adopt and implement an equality policy, a diversity training plan and/or a supplier diversity plan, as described in paragraphs 2 to 4 of Schedule 24 (*Equality and Diversity*);
- “Dock” and “Docks”** mean the act of returning and securing a Bicycle at a Docking Point;
- “Docked”** means the Status of a Bicycle when it is secured at a Docking Point after having been returned by a Customer or a member of Personnel;
- “Docking Point”** means the equipment and mechanism within a Docking Station that is used for the storage and retrieval of Bicycles;
- “Docking Station”** means the Terminal and Docking Point from which a Customer can:
- (A) retrieve and return a Bicycle; and
 - (B) make a Charge Payment;
- “Docking Station Assets”** means the LCHS Assets comprising each Docking Station, including the Terminal and Docking Point;

- “Docking Station Implementation and Traffic Management Method Statement”** means the processes and procedures for the implementation of:
- (A) Docking Stations and Docking Station Assets; and
 - (B) Traffic Management Schemes,
- as set out in Schedule 37 (*Docking Station Implementation and Traffic Management*);
- “Docking Station System”** means the Service System to be designed, developed, implemented, maintained and used, as applicable, by the Service Provider to process Transactions and Data at the Terminals and Docking Points;
- “Document”** means all inbound and outbound postal correspondence including, Registration documents, Payments, e-mails, web forms and faxes received and sent by the Service Provider;
- “Documentation”** means:
- (A) the instructional and/or operational manuals relating to the LCHS Assets, Service Systems and Services;
 - (B) documents relating to the Build Deliverables;
 - (C) Design Documents;
 - (D) Operational Processes and Procedures;
 - (E) any other documentation which is:
 - (i) otherwise necessary for understanding or providing the LCHS Assets, Service Systems and Services; and/or
 - (ii) developed by the Service Provider in accordance with this Agreement;
- “Documentation List”** has the meaning set out in paragraph 20 (*Documentation List*) Schedule 3 (*Milestones and Deliverables*);
- “Draft Capacity Plans”** has the meaning set out in paragraph 12.2 (*Capacity*) of Schedule 3 (*Milestones and Deliverables*);
- “Due Date for Payment”** means the later of:
- (A) the date of receipt by TTL (or the relevant member of the TfL Group) of an Invoice under Clause 23.2 or Clause 23.3 (*Charges and Payment*); and
 - (B) where TTL (or the relevant member of the TfL Group) has notified the Service Provider that any supporting information which was or should have been submitted with an Invoice is missing or incomplete, the date on which such information is received by TTL (or the relevant member of the TfL Group);

“Effective Date”	means the date of execution of this Agreement;
“Emergency Change”	has the meaning set out in the table to paragraph 3 (<i>Categories of Changes and Additional Services</i>) of Schedule 9 (<i>Change Control Request Procedure</i>);
“Emergency Situation”	has the meaning set out in paragraph 10.1 (<i>Emergency Change</i>) of Schedule 9 (<i>Change Control Request Procedure</i>);
“Employment Liabilities”	means any costs, claims, demands, or expenses (including reasonable legal and other professional expenses) and all losses, damages, compensation and other liabilities including those incurred by or attributed to any member of the TfL Group or a New Services Provider (which shall include any incurred as a result of an indemnity or warranty given, or to be given, by a member of the TfL Group to a New Services Provider or sub-contractor);
“End Date”	has the meaning set out in paragraph 8.1 (<i>Assignment of Licences and Relevant Contracts</i>) of Schedule 16 (<i>Exit Plan</i>);
“End Point”	has the meaning set out in paragraph 2.2 (<i>Performance Management Regime Overview</i>) of Schedule 5 (<i>Service Level Agreement</i>);
“Engineer and/or Engineer’s Representative”	means the engineer and or his representative appointed by a member of the TfL Group to oversee: (A) all Civil Works; and (B) the installation of Docking Stations and Docking Station Assets;
“Enquiry”	means a Customer request for information or a Data search and retrieval in relation to the London Cycle Hire Scheme through any channel;
“Environment”	means all Software, Hardware, Premises or other features, functions and facilities and Service Provider Personnel necessary or desirable to carry out the relevant Services or other relevant activity (including Testing);
“Environmental Management Plan”	has the meaning set out in paragraph 10.1 (<i>Environmental Management Plan</i>) of Schedule 37 (<i>Docking Station Implementation and Traffic Management</i>);
“Error”	means a fault or error found the LCHS Assets and/or Service Systems during Testing or provision of the Services, arising: (A) from any failure to meet the Statement of Requirements; (B) as a result of any mis-instructions, inaccuracy, incompleteness or “out of date” Documentation, Deliverables or other instructions of the Service Provider (or its Sub-Contractors); or (C) because the relevant LCHS Asset and/or Service System is not Fit for Purpose;

“Escrow Software”	means the Service Systems Software set out in the Escrow Software List, which the Service Provider shall place in escrow in accordance with the provisions of Schedule 29 (<i>Escrow Software</i>);
“Escrow Software List”	means the list of Escrow Software set out in Annex A Card Amex B to Schedule 29 (<i>Escrow Software</i>);
“Ethical Sourcing Principles”	has the meaning set out in Clause 30.1 (<i>Ethical Sourcing Principles</i>);
“Euro (€)”	means the currency adopted by the European Union for the purposes of European Monetary Union;
“Euro (€) Compliant”	means that the Service Systems: (A) have the ability accurately to: (i) recognise, manage, accommodate and manipulate monetary figures expressed in Euro (€); and (ii) 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 (€);
“Exit Management Services”	means the Services to be provided by the Service Provider in the event of expiry or termination of this Agreement or Partial Termination in accordance with Schedule 16 (<i>Exit Plan</i>);
“Exit Plan”	has the meaning set out in paragraph 3.1 (<i>Development and Review of Exit Plan</i>) of Schedule 16 (<i>Exit Plan</i>);
“Exit Scope”	has the meaning set out in paragraph 15 (<i>Scope of Exit Strategy</i>) of Schedule 16 (<i>Exit Plan</i>);
“Exit Strategy”	has the meaning set out in paragraph 2.1 (<i>Exit Strategy</i>) of Schedule 16 (<i>Exit Plan</i>);
“Exit Team”	has the meaning set out in paragraph 15.2 (<i>Scope of Exit Strategy</i>) of Schedule 16 (<i>Exit Plan</i>);
“Exit Transferring Employees”	means the employees of the Service Provider or any of its Sub-Contractors who are wholly or mainly employed in the Services provided under the terms of this Agreement, or the relevant part of such Services in respect of Partial Termination;

“Expert”	has the meaning set out in Clause 81.6 (<i>Dispute Resolution Procedure</i>);
“Expert Determination”	has the meaning set out in Clause 81.3 (<i>Dispute Resolution Procedure</i>);
“Expiry Date”	means the date on which this Agreement terminates by effluxion of time in accordance with Clause 2 (<i>Duration</i>);
“Expiry Notification”	means notification to a Registered Customer of the expiry of a Subscription or Authorised Payment Method in accordance with requirement 1.3.17 of Schedule 2 (<i>Back Office Statement of Requirements Lot 1</i>);
“Extended Term”	has the meaning set out to it in Clause 2.2 (<i>Duration</i>);
“FA 2004”	means the Finance Act 2004;
“Failure”	has the meaning set out in Clause 52.4 (<i>Representations and Warranties</i>);
“Fault Triggers”	has the meaning set out in Clause 61.7(a) (<i>Step-in Rights</i>);
“Final Date for Payment”	means thirty (30) calendar days from the Due Date for Payment;
“Financial Model”	means the Service Provider’s financial model set out at Annex A (<i>Financial Model</i>) of Schedule 7 (<i>Charging</i>);
“Financial Reports”	has the meaning set out in paragraph 7.2 (<i>Financial Reporting</i>) of Schedule 10 (<i>Contract Management and Reporting</i>);
“Financial Year”	means the calendar year (or such other lesser or greater period) for which the audited published accounts of the Service Provider are prepared;
“Financial Statements”	means the audited profit and loss, balance sheet and cashflow statements, including notes of the Service Provider, which must be made up to the same financial year end as each of the Guarantor’s and each Shareholder’s and published no later than each Guarantor’s and Shareholder’s financial statements;
“First Period”	has the meaning set out in paragraph 2.4(A) (<i>General</i>) of Schedule 23 (<i>Gainsharing</i>);
“Fit for Purpose”:	means: <ul style="list-style-type: none">(A) in the case of LCHS Assets, the LCHS Assets deliver the functionality:<ul style="list-style-type: none">(i) for the intended use specified in the Statement of Requirements and Service Provider Solution; and(ii) to the performance criteria and Service Levels set out in

this Agreement;

- (B) in the case of Service Systems and Service System Interfaces, the Service Systems and Service System Interfaces deliver the functionality:
- (i) for the intended use specified in the Statement of Requirements and Service Provider Solution; and
 - (ii) to the performance criteria and Service Levels set out in this Agreement;
- (C) in the case of Documentation and any other Deliverables not referred to in (A) or (B) above, the relevant Documentation or Deliverables:
- (i) are complete, taking into account during the Implementation Phase, the stage of the implementation of the Service Provider Solution, London Cycle Hire Scheme and related LCHS Assets, Service Systems and Services or during the Operational Phase, the stage reached in the implementation of any Change Control Request;
 - (ii) meet any criteria or requirements relevant to the Documentation or Deliverables set out in the Agreement;
 - (iii) are comprehensible to someone with the knowledge and skills of the intended audience;
 - (iv) reflect Good Industry Practice;
 - (v) are consistent with any physical or actual LCHS Assets, Service Systems or processes that they describe; and
 - (vi) take account of the reasonable comments of TTL Personnel following prior review, unless otherwise agreed between the Parties;

“Fixed Monthly Operational Charge - Service Systems and Contact Centre” has the meaning set out at paragraph 8.1 (*Operational Services: Operational Charges and Other Sums Due*) of Schedule 7 (*Charging*);

“Fixed Monthly Operational Charge - On-street Operation” has the meaning set out at paragraph 8.1 (*Operational Services: Operational Charges and Other Sums Due*) of Schedule 7 (*Charging*);

“FOI Legislation” means the:

- (A) Freedom of Information Act 2000;

(B) Environmental Information Regulations 2004;

(C) Re-Use of Public Sector Information Regulations 2005,

in each case, including any subordinate Legislation, amendments to or successors of such Legislation or guidance; and

(D) any guidance given by the:

(i) Information Commissioner;

(ii) Department for Constitutional Affairs; and/or

(iii) the Department for Environment, Food and Rural Affairs,

in each case, including their successors or assigns;

“Force Majeure Event”

means the occurrence, after the Effective Date of:

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

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

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

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

“Former Scheme”

means the sub-contractors in the construction industry scheme in operation immediately prior to 6 April 2007 and which was replaced by the scheme set out in the CIS Rules;

“Former Scheme Payment Rules”

means payment:

(A) gross (where the Service Provider has produced a valid tax certificate that applies to payments made under this Agreement); or

(B) under deduction of tax at the rate of deduction determined by HMRC under the CIS Rules (if the Service Provider has exhibited a valid registration card);

“Freedom of Information Act” or “FOIA”

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

“Functional

has the meaning set out in paragraph 10.1 (*Functional Requirements*) of

Requirements”	Schedule 3 (<i>Milestones and Deliverables</i>);
“Gainshare Profits”	means the Service Provider’s excess profits calculated in accordance with Schedule 23 (<i>Gainsharing</i>);
“Gainsharing”	means the mechanism for the sharing of Gainshare Profits set out in Schedule 23 (<i>Gainsharing</i>);
“Gainsharing Payment”	means the sum payable by the Service Provider to TTL in respect of the apportionment of Gainshare Profits due to TTL calculated in accordance with the provisions of Schedule 23 (<i>Gainsharing</i>);
“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 and/or Customer;
“Games”	means the Games of the thirtieth Olympiad and the Paralympic Games that are to take place in 2012 in London;
“Games Body”	means each of: <ul style="list-style-type: none">(A) the International Olympic Committee;(B) the International Paralympic Committee;(C) the British Olympic Association;(D) the British Paralympic Association; and(E) LOCOG or any other organising committee of an Olympic and/or Paralympic Games;
“Games Event”	means an event (whether a sporting event or not, and whether held in London or not) held as part of the Games;
“Games Venue”	means a venue (including any public area) at, in or through which a Games Event is to be held or takes place and any official training venue of the Games, and includes any construction sites at which such venues are being constructed;
“General Change”	has the meaning set out in the table to paragraph 3 (<i>Categories of Changes and Additional Services</i>) of Schedule 9 (<i>Change Control Request Procedure</i>);
“Generic Parameterised Change Elements”	means category of Parameterised Change Element described at paragraph 2.1 of Appendix A (<i>Parameterised Change Elements</i>) of Schedule 9(<i>Change Control Request Procedure</i>);
“GIP Improvements”	has the meaning set out in Clause 20.1 (<i>Continuous Improvement and Cost Reduction</i>);
“Good Industry Practice” or “GIP”	means in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence, foresight and practice, that would reasonably and ordinarily be expected from a highly skilled and experienced person engaged in the same type of

	undertaking as that to which each Service (and each Service Element) relates given the same or similar circumstances to those in which each Service (and each Service Element) is to be provided;
“Greater London Area”	has the meaning set out in the Greater London Authority Act 1999;
“Group”	means, in relation to a person other than a natural person, that person and its Affiliates;
“Guarantee”	has the meaning set out in Clause 77 (<i>Parent Company Guarantee</i>);
“Guarantor”	[Information Redacted];
“Hardware”	means all physical materials associated with electronic processing and the transmission of information and Data, including computer equipment, telecommunications equipment (including wide area and local area network equipment), chips, chipsets, firmware, fixtures, fittings and peripherals;
“Health and Safety” or “Health and Safety Legislation”	means Legislation 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 London Cycle Hire Scheme and/or upon the Service Provider throughout the Term;
“High Level Implementation Approach”	has the meaning set out in paragraph 6 (<i>High Level Implementation Approach (Development and Testing)</i>) to Schedule 3 (<i>Milestones and Deliverables</i>);
“Highway”	means a way over which all members of the public have the right to pass and re-pass as of right, which by virtue of section 36 of the Highways Act 1980 or of any other enactment is a highway maintainable at the public expense;
“Highway Authority”	means the public authority designated as the highway authority for the relevant highway under section 1 of the Highways Act 1980;
“Hire Period”	means the time for which a Bicycle is hired, calculated from the point a Bicycle is Hired until the Bicycle is Docked;
“Hired”	means the Status of a Bicycle when it has been released under a valid Subscription to a Customer;
“IEE Wiring Regulations”	means the wiring regulations produced by the Institution of Engineering and Technology also known as BS 7671, the national standard to which all domestic and industrial wiring must conform;
“Impact Assessment”	means the document of that title relating to a Change Control Request that the Service Provider may be required to prepare in the form set out at Annex D (<i>Impact Assessment Form</i>) and in accordance with Schedule 9 (<i>Change Control Request Procedure</i>);
“Implementation”	means the period from the Effective Date until the Operational

Phase”	Commencement Date, during which the Design Services and Build Services are provided by the Service Provider;
“Implementation Plan”	means the plans described in paragraphs 3.1 to 3.3 of Schedule 3 (<i>Implementation Plan</i>) to be developed by the Service Provider and Approved by TTL in accordance with the provisions of Schedule 3 (<i>Milestones and Deliverables</i>);
“Implementation Service Provider”	means that Service Provider contracted to deliver the Design Services and the Build Services;
“Incident”	means: <ul style="list-style-type: none">(A) 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 LCHS Assets, Service Systems and Services (or any parts thereof), including:<ul style="list-style-type: none">(i) Errors;(ii) Service Issues;(iii) Security Incidents; and(iv) PI Incidents, and(B) in the case of Testing, where the relevant Test Criteria are not met;
“Incident Communication Plan”	means a plan outlining the steps to be taken by the Service Provider and TTL in the aftermath of an Incident, including: <ul style="list-style-type: none">(A) the circumstances in which an Incident should be communicated;(B) who should the Incident be communicated to;(C) the details to be communicated (e.g. classification, Severity, impact and resolution options, etc.);
“Incident Log”	means the centralised electronic tool used to record all Incidents;
“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 (<i>Service Level Agreement</i>);
“Information”	means all records and information obtained, created, collected or held by TTL and/or the Service Provider on behalf of TTL and/or any member of the TfL Group, including TTL Group Confidential Information;
“Information Commissioner”	means the person appointed to regulate and enforce the Data Protection Legislation and FOI Legislation;

“Information Request”	means a request for any Information under the FOI Legislation;
“Information Technology Security Evaluation Criteria”	means the structured information technology security evaluation criteria published by the Commission of the European Communities from time to time for operational use within evaluation and certification schemes;
“Infrastructure”	means the LCHS Assets and Service Systems required to support the operation of the London Cycle Hire Scheme and provision of the Operational Services;
“Infrastructure Design”	has the meaning set out in paragraph 18.1 (<i>Infrastructure Design</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Interactive Voice Response” or “IVR”	means an automatic telephone answering system that responds with a menu of choices and allows the Customer to make selections via the keypad, and which may also integrate fax responses;
“Initial Benchmark”	has the meaning set out in paragraph 4.2(A) (<i>Benchmarking Exercise</i>) of Schedule 36 (<i>Value for Money Review Process</i>);
“Initial Response”	means the document of that title relating to a proposed Change Control Request that the Service Provider may be required to prepare in the form set out at Annex C (<i>Initial Response Form</i>) and in accordance with Schedule 9 (<i>Change Control Request Procedure</i>);
“Initial Security Plan”	means the document set out in Annex A (<i>Initial Security Plan</i>) to Schedule 14 (<i>Security Policy</i>);
“Initial Term”	has the meaning set out in Clause 2.1 (<i>Duration</i>);
“Insolvency Event”	means in relation to the Service Provider or a Guarantor: <ul style="list-style-type: none">(A) the occurrence of any of the following events in respect of the Service Provider, not being events which have received the prior written approval of TTL:<ul style="list-style-type: none">(i) any action is taken, or any proceedings are commenced in any court and not withdrawn or struck out within thirty (30) calendar days (provided the Service Provider is taking all necessary steps during such period to have such action or proceedings withdrawn or struck out, as the case may be) for the liquidation, winding up, dissolution or any analogous process of, or for the making of an administration order in relation to, the Service Provider;(ii) 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;

- (iii) a trustee, supervisor, administrator, administrative receiver, receiver, manager or similar officer is appointed in respect of the Service Provider or of all or any material part of its assets (or, in the case of an administrator, a party gives notice of its intention to appoint an administrator);
 - (iv) 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;
 - (v) 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
 - (vi) any other event occurs in any jurisdiction outside England which has an effect equivalent or as nearly as can be equivalent to any of the events described in paragraphs to (A)(i) to (A)(v) of this definition above inclusive;
- (B) the occurrence of any of the events set out in paragraph (A) above in relation to a Guarantor save where arrangements acceptable to the TfL Group have been put in place for the provision of a replacement guarantee or guarantees in substitution for the Guarantee provided by such Guarantor;

“Insurance Provider” means the party with whom the relevant member of the TfL Group contracts with to provide public liability insurance for Customers from time to time;

“Insurance Provider System” means all or any party of the Systems, Hardware or Software used by and/or provided by or on behalf of the Insurance Provider in connection with the London Cycle Hire Scheme;

“Insurances” has the meaning set out in Clause 49.1 (*Insurances*);

“Issues Register” Has the meaning set out in paragraph 5.2 (*Risk Register and Issues Register*) of Schedule 3 (*Milestones and Deliverables*);

“Intellectual Property Rights” or “IPR” means all intellectual property rights whether registered or not and whether registrable or not including patents, rights (registered or unregistered) in designs, trade marks, service marks, applications for any of the foregoing, copyright (including copyright in databases and computer programs and/or software), database rights, topography rights, utility models, trade or business names, domain names, moral rights, rights protecting brand and goodwill and reputation, know-how, rights to use and/or register domain names, telephone/SMS numbers, and all rights and forms of protection of a similar nature to any of the foregoing subsisting now or in the future having equivalent effect anywhere in the world;

“Interactive Voice means an automatic telephone answering system that responds with a menu of choices and allows the Customer to make selections via their

- Response” or “IVR”** telephone keypad, and which may also integrate fax responses;
- “Interest Rate”** [Information Redacted];
- “Interested Party”** means the:
- (A) London Borough Councils included within the scope of the London Cycle Hire Scheme;
 - (B) Royal Parks; and
 - (C) private landlords of certain Sites;
- “Interface”** means those physical or technology interfaces (including associated Software and Hardware), processes, procedures or methods between the Service Provider and Service Systems and:
- (A) TTL and TTL Systems;
 - (B) Interested Parties;
 - (C) Other Service Providers and Other Service Provider Systems;
 - (D) Insurance Provider and the Insurance Provider System; and
 - (E) Third Parties and Third Party Systems;
- in each case as may be required from time to time in order to develop, operate and maintain the London Cycle Hire Scheme and deliver and Services in accordance with this Agreement;
- “Interface Specification”** means the specifications developed by or on behalf of TfL (including those developed by or jointly developed by or on behalf of the Service Provider) relating to the Service Systems Interfaces, or such other specifications agreed in writing by the Parties from time to time in accordance with the Change Control Request Procedures, and references to such specifications relating to any particular Interface are to the relevant specifications for that Interface;
- “Interim Management Services”** means the Management Services to be provided by the Service Provider in respect of Notified Supply Contracts during the Interim Period;
- “Interim Period”** has the meaning set out in Clause 45.4(c) (*Novation or Management of Supply Contracts*);
- “Internal Change”** means a change made by the Service Provider to the Services, which do not impact:
- (A) the terms and conditions of the Agreement;
 - (B) the LCHS Assets, Service Systems and/or Services;

	(C) TTL or any member of the TfL Group;
	(D) any Interested Party, Other Service Provider and/or a Third Party;
“Internal Review”	has the meaning set out in paragraph 2 (<i>Definitions</i>) of Schedule 36 (<i>Value for Money Review Process</i>);
“Internal Review Report”	has the meaning set out in paragraph 3.2(B) (<i>Internal Review</i>) of Schedule 36 (<i>Value for Money Review Process</i>);
“Invoice”	means a valid, accurate and correct invoice prepared and presented for payment by the Service Provider in accordance with: (A) Clause 23 (<i>Charges and Payment</i>); and (B) Schedule 7 (<i>Charging</i>);
“Job Description”	has the meaning set out at paragraph 5.1(a) (<i>Key Personnel</i>) of Schedule 39 (<i>Service Provider Personnel</i>);
“Joint BAU Incident Log”	has the meaning set out in Table 2 (<i>Contract Management Board and Strategic Review Group</i>) of Schedule 10 (<i>Contract Management and Reporting</i>);
“Joint BAU Risk Register”	has the meaning set out in Table 2 (<i>Contract Management Board and Strategic Review Group</i>) of Schedule 10 (<i>Contract Management and Reporting</i>);
“Joint Change Board”	means the board set up during the Implementation Phase and having the role and responsibilities and comprising the Representatives of the Service Provider and TfL Group set out in Table 3 (<i>Joint Change Board</i>) of Schedule 10 (<i>Contract Management and Reporting</i>);
“Joint Incident Log”	has the meaning set out in Table 1 (<i>Contract Management Board and Strategic Review Group</i>) of Schedule 10 (<i>Contract Management and Reporting</i>);
“Joint Project Board”	means the board set up during the Implementation Phase and having the role and responsibilities and comprising the Representatives of the Service Provider and TfL Group set out in Table 1 (<i>Joint Project Board and Project Review Group</i>) of Schedule 10 (<i>Contract Management and Reporting</i>);
“Joint Risk Register”	has the meaning set out in Table 1 (<i>Contract Management Board and Strategic Review Group</i>) of Schedule 10 (<i>Contract Management and Reporting</i>);
“Key Documents”	means: (A) the Implementation Plans; (B) the Quality Plan;

- (C) Capacity Plans;
- (D) Evidential Strategy;
- (E) the Functional Requirements;
- (F) the Infrastructure Design;
- (G) the Operational Processes and Procedures;
- (I) the Exit Plan;
- (J) the Test Strategy;
- (K) the Escrow Software List;
- (L) the Service Provider High Level Design;
- (M) the Business Continuity Plan;
- (N) the Security Plan;
- (O) the Asset Register;
- (P) such other documents as TfL may expressly in writing designate as “**Key Documents**” from time to time;

“Key Milestone” means a Milestone identified in Schedule 3 (*Milestones and Deliverables*) as a Key Milestone relating to the Implementation Services and/or Additional Services, as may be amended in accordance with the Change Control Request Procedure;

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

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

“Key Sub-Contractor” means:

- (A) a Sub-Contractor listed in Schedule 26 (*Key Sub-Contractors*);
- (B) any Sub-Contractor providing Services similar to any person listed in Schedule 26 (*Key Sub-Contractors*), unless TTL has agreed otherwise in writing;
- (C) any Sub-Contractor notified to the Service Provider by TTL Personnel from time to time as being designated as a Key Sub-Contractor in accordance with Clause 36.2 (*Key Sub-Contractors and Sub-Contractors*) and Clause 45.4(e) (*Novation and Management of Supply Contract*), including persons:
 - (i) whose services cannot be readily and promptly replaced in the relevant market;

- (ii) whose services, if withheld or terminated, would have a material adverse effect on the provision of the LCHS Assets, Service Systems and/or Services (or any parts thereof); and/or
- (iii) who has contracted with the Service Provider to provide its services on materially more favourable terms (whether in terms of price or otherwise) than can normally be obtained in the relevant market place;

“Late Return Charge” means the charge to be levied on the Customer for the late return or non-return of a Bicycle;

“Late Return Charge Table” means the Parameterised Table that contains the charges to be levied on the Customer for the late return or non-return of a Bicycle;

“Law” means any enforceable European Community right and any directive, regulation or any other law, legislation, treaty, enactment, statute, proclamation, decree, by-law, decision, notice, order, rule (including 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;

“LCHS Assets” means the:

- (A) Service Provider Assets; and
- (B) TTL Assets,

listed in the Asset Register, which are used in the provision of the Services, whether or not such assets are leased by, owned or licensed to, or in the possession or control of the Service Provider or its Sub-Contractors;

“LCHS Infrastructure” means the LCHS Assets, Service Systems and Premises that are used to provide the Services;

“LCHS Release” means an upgrade of or to any of the LCHS Assets and/or Service Systems;

“LD Period” means each calendar day (or part calendar day) by which the achievement of a Key Milestone is delayed beyond the relevant Milestone Date, from and including the relevant Milestone Date to the date of issue of a Milestone Notice in respect of the relevant Key Milestone. Such period shall not exceed the maximum period of thirty (30) calendar days;

“Lease” means only lease of part of the land shown edged red on the Plan, which TfL may grant to the Service Provider pursuant to the current negotiations;]

“Legislation”	<p>means any:</p> <p>(A) 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;</p> <p>(B) any exercise of the Royal Prerogative; and</p> <p>(C) any enforceable European Community right within the meaning of section 2 of the European Communities Act 1972,</p> <p>in each case in the United Kingdom;</p>
“Level 0 Strategy Plan”	has the meaning set out in paragraph 3.1 (<i>Implementation Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Level 1 Construction Plan”	has the meaning set out in paragraph 3.2(A)(4) (<i>Implementation Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Level 1 Go-Live Plan”	has the meaning set out in paragraph 3.2(A)(8) (<i>Implementation Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Level 1 High Level Implementation Plan”	has the meaning set out in paragraph 3.2(A)(1) (<i>Implementation Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Level 1 High Level Specification Plan”	has the meaning set out in paragraph 3.2(A)(2) (<i>Implementation Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Level 1 High Level Readiness Plan”	has the meaning set out in paragraph 3.2(A)(7) (<i>Implementation Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Level 1 Installation Plan”	has the meaning set out in paragraph 3.2(A)(5) (<i>Implementation Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Level 1 Operations Acceptance Plan”	has the meaning set out in paragraph 3.2(A)(6) (<i>Implementation Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Level 1 Sites Design Plan”	has the meaning set out in paragraph 3.2(A)(3) (<i>Implementation Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Level 2 Detailed (Business Operations) Implementation Plan”	has the meaning set out in paragraph 3.3(A)(6) (<i>Implementation Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Level 2 Detailed Construction Plan”	has the meaning set out in paragraph 3.3(A)(2) (<i>Implementation Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Level 2 Detailed Go-Live Plan (Launch)”	has the meaning set out in paragraph 3.3(A)(5) (<i>Implementation Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Level 2 Detailed	has the meaning set out in paragraph 3.3(A)(4) (<i>Implementation Plan</i>) of

Go-Live Plan (Registration)”	Schedule 3 (<i>Milestones and Deliverables</i>);
“Level 2 Detailed Implementation Plan”	has the meaning set out in paragraph 3.3(A)(1) (<i>Implementation Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Level 2 Detailed Readiness Plan (Model Office)”	has the meaning set out in paragraph 3.3(A)(3) (<i>Implementation Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Licensed Materials”	means the Service Provider IPR and all other Intellectual Property Rights used by or on behalf of the Service Provider in connection with the Services licensed to TTL in accordance with the provisions of paragraphs 2.8 to 2.10 (inclusive) (<i>Licensing of Intellectual Property Rights</i>) of Schedule 41 (<i>Intellectual Property Rights</i>);
“Liquidated Damages”	means the liquidated damages that are due to TTL pursuant to: <ul style="list-style-type: none">(A) Clause 15.1 (<i>Failure to Achieve Milestones</i>); and(B) Schedule 7 (<i>Charging</i>);
“Local Acceptance Testing”	means the Testing to be performed in accordance with paragraph 8.1(E) (<i>Implementation Phase Testing</i>) of Schedule 4 (<i>Testing Regime</i>) to ensure each Docking Station forms a complete operational local system and complies with the agreed Site Pack;
“London Cycle Hire Scheme”	has the meaning set out within Recital A;
“London Living Wage”	means, subject to Clause 32 (<i>London Living Wage</i>), the basic hourly wage of £7.45 (before tax, other deduction and any increase for overtime), as amended from time to time;
“London Living Wage Employees”	means all employees of and persons engaged by the Service Provider and employees of and persons engaged by any Sub-Contractor (including for the avoidance of doubt Service Provider Personnel) who are employed for substantially all of their time: <ul style="list-style-type: none">(A) in the provision of the Services (or any part thereof); and(B) within the Greater London Area;
“Maintenance and Redistribution Approach”	has the meaning set out in paragraph 26.1 (<i>Maintenance and Redistribution Approach</i>) to Schedule 3 (<i>Milestones and Deliverables</i>);
“Managed Contract”	has the meaning set out in Clause 45.1(c) (<i>Novation or Management of Supply Contracts</i>);
“Managed	means a Third Party signatory to a Managed Contract;

Contractor”

“Management Effective Date” has the meaning set out in Clause 45.1(c) (*Novation or Management of Supply Contract*);

“Management Information” or “MI” means:

- (A) the information specified in Schedule 10 (*Contract Management and Reporting*);
- (B) the information specified throughout this Agreement and Schedules; and
- (C) such other information reasonably required by TTL Personnel from time to time,

relating to the operation and performance of the LCHS Assets, Service Systems and Services. The term **“Management Information”** shall include the Financial Reports, operational metrics reports and Performance Indicator Reports;

“Management Information System” or “MIS” means the Service System to be designed, developed, implemented and maintained, as applicable, by the Service Provider that will generate the Management Information;

“Management Services” means the Services to be provided by the Service Provider set out in Schedule 20 (*Management Services*) in respect of Managed Contracts in accordance with Clause 45 (*Novation or Management of Supply Contracts*) and shall include the term **“Interim Management Services”**;

“Mandatory Change” has the meaning set out in the table to paragraph 3 (*Categories of Changes and Additional Services*) of Schedule 9 (*Change Control Request Procedure*);

“Manufacturing Schedule” has the meaning set out in paragraph 25.1 (*Manufacturing Schedule*) of Schedule 3 (*Milestones and Deliverables*);

“Material” means all written material, in paper and electronic form, required to support the operation of the London Cycle Hire Scheme and/or produced in the provision of the Services;

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

“Maximum Continuous Hire Period” means the parameterised period allowed as a Hire Period before Late Return Charges become applicable;

“Maximum Late Return Charge” means the Parameterised monetary value which is the maximum total sum that TfL will Charge a Customer who does not return a Bicycle;

“Mayor” means the Mayor of London;

“Merchant” means a financial institution notified to the Service Provider by TTL

Acquirer”	Personnel that provides the Merchant Acquirer Service to the TfL Group pursuant to the TfL Merchant Acquirer Agreement;
“Merchant Acquirer Change”	has the meaning set out in the table to paragraph 3 (<i>Categories of Changes and Additional Services</i>) of Schedule 9 (<i>Change Control Request Procedure</i>);
“Merchant Acquirer Service”	means the service provided by the Merchant Acquirer to the TfL Group and which authorises credit card and/or debit card transactions;
“Milestone”	means a milestone to be achieved pursuant to Schedule 3 (<i>Milestones and Deliverables</i>) by the relevant Milestone Date, including the relevant Deliverables to be delivered by the Service Provider, as specified: (A) in Schedule 3 (<i>Milestones and Deliverables</i>); or (B) as a result of the Change Control Request Procedure, as appropriate;
“Milestone Achievement Criteria”	means the criteria to be met by the Service Provider in order to achieve a Milestone as specified in Table 1 (<i>Milestones and Key Milestones</i>) of Schedule 3 (<i>Milestones and Deliverables</i>) or as specified as a result of the Change Control Request Procedure. The term “Milestone Achievement Criteria” shall include the term “Detailed Milestone Achievement Criteria” , as applicable;
“Milestone Dates”	means those dates specified in Schedule 3 (<i>Milestones and Deliverables</i>) for achievement of specified Milestones, or other such date otherwise agreed between the Parties in writing or as part of the Change Control Request Procedure;
“Milestone Notice”	means any one of a: (A) Notice of Agreement to Operate; (B) Notice of Authority to Proceed; (C) Agreement to Release Payment; or (D) Notice of Business Acceptance, as appropriate, issued by TTL pursuant to Schedule 3 (<i>Milestones and Deliverables</i>);
“Milestone Payment”	means the relevant amount set out in Schedule 7 (<i>Charging</i>) or other such amount otherwise agreed between the Parties in writing or as part of the Change Control Request Procedure, which is payable to the Service Provider on achievement of a particular Milestone;
“Milestone Tasks”	has the meaning set out in paragraph 28.1 (<i>The Milestone Achievements - General Provisions</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Mini Statement”	means a reduced version of a Statement that includes the Balance Statement and gives details of the last 8 Charges incurred by a

Customer;

- “Minimum Records”** means all information relating to the Service Provider’s:
- (A) performance of paragraphs 1 to 6 of Schedule 24 (*Equality and Diversity*); and
 - (B) adoption and implementation of:
 - (i) an Agreed Equality Policy (Strategic Plan);
 - (ii) an Agreed Diversity Plan;
 - (iii) an Agreed Training Plan; and
 - (iv) an Agreed Communications Plan; and,
 - (C) subject to the provisions of paragraphs 2 to 4 of Schedule 24 (*Equality and Diversity*), an equality and diversity policy, diversity plan and diversity training plan by each Sub-Contractor;
- “Missing”** means the Status of a Bicycle when it has not been Docked prior to the end of a Maximum Continuous Hire Period or Subscription Period;
- “Model Adjudication Procedure”** has the meaning set out in Clause 81.12 (*Dispute Resolution Procedure*);
- “Model Expert Determination Agreement”** has the meaning set out in Clause 81.9(a) (*Dispute Resolution Procedure*);
- “Month”** means a calendar month and the term **“Monthly”** shall be construed accordingly;
- “Monthly Operational Charge”** has the meaning set out in paragraph 8.1 (*Operational Services: Operational Charges and Other Sums Due*) of Schedule 7 (*Charging*);
- “Moral Right”** means any personal right, wherever existing in the world, protecting an author’s intellectual and personal relations to a work (other than ownership rights or interests) and includes those rights contemplated by Articles 6bis and 14ter 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;
- “Negotiation Period”** has the meaning set out in paragraph 7.5 (*Results of Benchmarking Exercise*) of Schedule 36 (*Value for Money Review Process*);
- “Net Amount”** has the meaning set out in Clause 1.5 (*Definitions*);
- “Net Book Value”** means the net book value of the relevant LCHS Assets calculated in accordance with paragraph 5 (*Basis of Depreciation*) of Schedule 12 (*Asset Management*) and the Service Provider’s normal accounting

	policies or generally accepted accounting practice;
“New Service”	has the meaning set out in Clause 63.2(b) (<i>Exit Management</i>);
“New Service Provider”	means TTL or any person who: (A) does, or is appointed by a member of the TfL Group to provide to the TfL Group 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 a member of the TfL Group for the provision of Services similar to or the same as the Services or is invited to do so by a member of the TfL Group;
“No Fault Triggers”	has the meaning set out in Clause 61.7(b) (<i>Step-in Rights</i>);
“Non-Registered Customer”	means a Customer that has not registered with the Service Provider and interacts with the London Cycle Hire Scheme via the Terminal;
“Notice of Approval”	means a notice given by TTL Personnel to the means the Service Provider pursuant to paragraph 28.2(A) of Schedule 3 (<i>Milestones and Deliverables</i>) confirming Approval of any Milestone Achievement Criteria;
“Notice of Agreement to Operate”	means a notice given by TTL Personnel to the Service Provider pursuant to paragraph 29.2(C) of Schedule 3 (<i>Milestones and Deliverables</i>) confirming successful achievement of the final Milestone in the Implementation Phase (as the case may be);
“Notice of Authority to Proceed”	means a notice given by TTL Personnel to the Service Provider pursuant to paragraph 29.2(B) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Notice of Business Acceptance”	means a notice given by TTL to the Service Provider pursuant to paragraph 29.2(F) of Schedule 3 (<i>Milestones and Deliverables</i>) indicating Milestone Acceptance Criteria undertaken during the Operational Phase;
“Notified Supply Contract”	has the meaning set out in Clause 45.1(a) (<i>Novation or Management of Supply Contracts</i>);
“Novation Fee”	means the fee payable by TTL in relation to the novation of the Notified Supply Contracts to the Service Provider as set out in paragraph 10(<i>Novation/Management Fees</i>) of Schedule 7 (<i>Charging</i>);
“Objection Notice”	has the meaning set out in paragraph 8.2(C) (<i>General Changes Proposed by TTL</i>) of Schedule 9 (<i>Change Control Request Procedure</i>);
“Off Peak Hours”	means the hours, as agreed by TfL, where the volume of Customer usage of the London Cycle Hire Scheme is deemed to be at its lowest;
“OJEU Notice”	means the notice in the Official Journal of the European Union with reference 2008/S-227/302105 relating to the design, build, operation and maintenance of the London Cycle Hire Scheme;

“On-street Assets”	means assets comprising the Docking Stations, on-street signage and CCTV equipment;
“On-street Infrastructure”	means the infrastructure used to provide the on-street Services which shall include but not be limited to Terminals, Docking Points and Bicycles;
“Open Source Licence”	means a licence for the use of Open Source Software;
“Open Source Software”	means any publicly available software or material that contains or is derived from, or is distributed or licensed: (A) as free, libre or open source software or materials; (B) under a licensing or distribution arrangement that requires, as a condition of use, modification and/or distribution of such software or material, that other software incorporated into, derived from or distributed with such software or material be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge; or (C) under a licensing or distribution arrangement similar to (i) or (ii) above, including the GNU General Public License, GNU Lesser General Public License, Mozilla Public License, Artistic License, Netscape Public License, Apache License and Sun Community Source License and Sun Industry Standards License;
“Operational Charge”	has the meaning set out in paragraph 8.1 (<i>Operational Services: Operational Charges and Other Sums Due</i>) of Schedule 7 (<i>Charging</i>);
“Operational Commencement Date”	means the Planned Operational Commencement Date, as the same may be amended in accordance with the provisions of: (A) Clause 13 (<i>Delay of the Operational Commencement Date</i>); (B) Clause 56 (<i>Compensation Events</i>); and/or (C) Clause 60.5 (<i>Force Majeure</i>), and the term “Operational Commencement” shall be construed accordingly;
“Operational Implementation Charge”	has the meaning set out at paragraph 8.1 (<i>Operational Services: Operational Charges and Other Sums Due</i>) of Schedule 7 (<i>Charging</i>);
“Operational Indirect Fixed Charge - Service Systems and	has the meaning set out at paragraph 8.1 (<i>Operational Services: Operational Charges and Other Sums Due</i>) of Schedule 7 (<i>Charging</i>);

Contact Centre”

“Operational Indirect Fixed Charge - On-street Operation”

has the meaning set out at paragraph 8.1 (*Operational Services: Operational Charges and Other Sums Due*) of Schedule 7 (*Charging*);

“Operational Log”

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

“Operational Processes and Procedures”

has the meaning ascribed to it in paragraph 16.1 (*Operational Processes and Procedures*) of Schedule 3 (*Milestones and Deliverables*);

“Operational Phase”

means the period from the Operational Commencement Date until the Expiry Date or Termination Date (as appropriate);

“Operational Reports”

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

“Operational Services”

means the Services to be provided by the Service Provider relating to operation, support and maintenance of LCHS Assets and Service Systems, as set out in the Statement of Requirements;

“Operational Service Provider”

means that Service Provider contracted to deliver the Operational Services;

“Operations Manager”

means the member of Key Personnel referred to as the same in Schedule 11 (*Key Personnel*);

“Operating Period”

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

“Operating Year”

means a twelve (12) month period commencing on the Operational Commencement Date and on each successive anniversary of the Operational Commencement Date and ending on the day before each such successive anniversary of the Operational Commencement Date;

“Other Service Provider”

means a Third Party providing services to, or having an interface with, any member of the TfL Group in relation to the London Cycle Hire Scheme (other than the Service Provider and its Sub-Contractors), including:

- (A) any Power Provider;
- (B) HSBC Bank plc;
- (C) Merchant Acquirer; and

	(D) Third Party service provider of any Service Element, as amended from time to time;
“Other Service Provider System”	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 London Cycle Hire Scheme;
“Parameter Driven”	means a System, Hardware or Software which is driven by parameters, which can be manually reconfigured without changes to the application System, Hardware or Software (or additional Service Charges or Milestone Payments) rather than being hard-coded, including without limitation, processing using different parameter values for different date periods and all other items or things set out Schedule 9 (<i>Change Control Request Procedure</i>) and “Parameters” and “Parameterised” will be interpreted accordingly;
“Parameterised Change Element”	means that element of a Change relating to the re-configuration of a parameterised aspect of the Service Systems (or any part thereof), as detailed in Annex A (<i>Parameterised Change Elements</i>) to Schedule 9 (<i>Change Control Request Procedure</i>) and shall include Generic Parameterised Change Elements and Specific Parameterised Change Elements;
“Parameterised Table”	means a collection of Parameterised Change Elements;
“Parent Company”	means the parent company of the Service Provider;
“Partial Termination”	means the termination by TTL of the right and obligation of the Service Provider to provide one or more Service Element(s) of the Services, but not the whole of this Agreement, pursuant to Clause 62.4 or Clause 62.11 (<i>Termination</i>), and the terms “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 the Partial Termination Notice;
“Partial Termination Event”	means any of the events envisaged under Clause 62.11 (<i>Termination</i>);
“Partial Termination Notice”	means a notice issued by TTL pursuant to Clause 62.4 or Clause 62.11 (<i>Termination</i>);
“Parties”	means TTL and the Service Provider and the term “Party” shall be construed accordingly;
“Pass Through Costs”	has the meaning set out in paragraph 9.1 (<i>Pass Through Costs</i>) of Schedule 7 (<i>Charging</i>);
“Payment”	means obtaining the Payment Amount from the Customer using the Authorised Payment Method;
“Payment Card”	means the set of comprehensive requirements for enhancing payment

Industry Data Security Standards” or “PCI DSS”	account data security developed by the founding payment brands of the PCI Security Standards Council, as amended from time to time. A copy of the current Payment Card Industry Data Security Standards are provided at Appendix 10 (<i>Payment Card Industry Data Security Standard</i>) to Schedule 2 (<i>Statement of Requirements</i>);
“Payment Card Reader”	means the electronic device located on each Terminal for the reading of Customer payment cards in accordance with Schedule 2 (<i>Statement of Requirements</i>);
“Payment Amount”	means the total sum owed by a Customer, including the aggregate of all Cycle Hire Charges, Subscription Fees, and Late Return Charges, for the use of the London Cycle Hire Scheme which shall be charged to the Customer;
“Payment Type”	means one of the Payments available to Customers, including but not limited to credit card, debit card and direct debit;
“Peak Hours”	means the hours, as agreed by TfL, where the volume of Customer usage of the London Cycle Hire Scheme is deemed to be at its highest;
“Penton Street Premises”	means the part of the property at Penton Street, London demised by the Lease;
“Performance Indicator” or “PI”	means an indicator of the Service Provider's performance against which Service Levels and Service Failure Points will be applied in accordance with Schedule 5 (<i>Service Level Agreement</i>);
“Performance Indicator Report”	means the reports to be prepared by the Service Provider in accordance with paragraph 6 (<i>Performance Indicator Reporting</i>) of Schedule 10 (<i>Contract Management and Reporting</i>) and which shall include: <ul style="list-style-type: none">(A) a summary of the Service Provider’s performance against the Service Levels;(B) details of any breach by the Service Provider of the Service Levels or any underperformance;(C) Service Failure Deduction calculations;(D) all transactions that have been excluded from the Service Failure Deduction calculation based on the exceptions listed against each Performance Indicator in Schedule 5 (<i>Service Level Agreement</i>); and(E) an indication of any transactions that TTL has agreed to omit and have therefore been excluded from or override the Service Failure Deduction calculation;
“Performance Indicator Report Date”	means the 16 th day of each Month or, if that date falls on a non-Working Day, the next Working Day thereafter;
“Performance	has the meaning set out in paragraph 2.2 (<i>Performance Management Regime Overview</i>) of Schedule 5 (<i>Service Level Agreement</i>);

Indicator Table”

“Performance Management Regime”	the regime for the measurement of the Service Provider’s performance set out in Schedule 5 (<i>Service Level Agreement</i>)
“Period Statement”	has the meaning set out in paragraph 2.2(A) (<i>General</i>) of Schedule 23 (<i>Gainsharing</i>);
“Persistent Breach”	means a breach of this Agreement or of the Guarantee (as appropriate) which has: (A) continued beyond the period of twenty (20) Working Days after the date of service of the notice referred to in Clause 62.6 (<i>Termination</i>); or (B) has recurred three (3) or more consecutive occasions during the Month after the date of service of such notice;
“Personal Data”	has the meaning given to it by section (1) of the Data Protection Act;
“Personnel”	means the Service Provider’s or TTL (as the case may be) employees, agents, consultants and sub-contractors and (in the case of any reference to the Personnel of the Service Provider) including any Sub-Contractor’s employees, agents, consultants and sub-contractors;
“PI Incident”	means a failure by the Service Provider to meet the Service Level for a Performance Indicator;
“Plan”	Means the plan annexed to Annex 1 (Plan) at Schedule 18 (Premises);
“Planned Downtime”	means downtime of the Service Systems which has been agreed by TfL in advance of the commencement of any such downtime, unless otherwise specified in the Statement of Requirements;
“Planned Operational Commencement Date”	means 20 May 2010 (the date scheduled at the Execution Date for Operational Commencement);
“Planning Consent”	means the permission to be obtained by TfL in order to be allowed to build on land, or change the use of land or building;
“Policy and Monitoring Advisor” or “PMA”	means TTL Personnel who will: (A) provide: (i) Policy Guidance; (ii) Approval; and (iii) sign-off on various matters; (B) monitor feedback;

- (C) resolve escalated queries and Complaints; and
- (D) assist with coaching and business process improvement;
- “Policy Guidance”** means advice and guidance provided by a PMA in response to an escalated query from the Service Provider;
- “Portable Docking Station”** means a Docking Station that can be moved from location to location to provide additional capacity to the London Cycle Hire Scheme;
- “Power Provider”** means any Third Party Service Provider responsible for providing power services to any member of the TfL Group in relation to the London Cycle Hire Scheme (or any part thereof) and as may be notified by TTL Personnel to the Service Provider from time to time;
- “Premises”** means the premises, property and other accommodation from which the Service Provider conducts provision of the Services from time to time, including, for the avoidance of doubt, the Penton Street Premises;
- “Preventative Maintenance”** means the maintenance Services for Bicycles to be provided by the Service Provider in accordance with the Statement of Requirements;
- “Priced Processes”** has the meaning set out in paragraph 11.1 (*Operational Services: Variable Monthly Operational Charges*) of Schedule 7 (*Charging*);
- “Principal Contractor”** has the meaning set out in Regulation 14(2) of the CDM Regulations;
- “Priority 1 Docking Station”** means a classification of Docking Stations that TfL has deemed to be high priority;
- “Priority 2 Docking Station”** means a classification of Docking Stations that TfL has deemed to be medium priority;
- “Priority 3 Docking Station”** means a classification of Docking Stations that TfL has deemed to be low priority;
- “Problem”** means a condition identified as a result of a single Incident or multiple Incidents that exhibit common symptoms and which is indicative of a single Error;
- “Processing”** shall have the meaning given to it by section 1(1) under the Data Protection Act and the terms **“Process”** and **“Processed”** shall be construed accordingly;
- “Profit”** means the Service Provider’s profit as shown in the Period Statements calculated and prepared in accordance with all relevant accountings standards and as agreed by the Service Provider’s auditors;
- “Prohibited Activities”** has the meaning set out in paragraph 2.4 (*No Marketing Rights*) of Schedule 38 (*2012 Games - No Marketing Rights*);

“Project Accounts”	means management accounts to be produced by the Service Provider from time to time in relation to this Agreement in accordance with the provisions of: (A) Schedule 23 (<i>Gainsharing</i>); and (B) Clause 43 (<i>Open Book</i>);
“Project Review Group”	means the group set up during the Implementation Phase and having the role and responsibilities and comprising the Representatives of the Service Provider and TfL Group set out in Table 1 (<i>Contract Management Board and Strategic Review Board</i>) of Schedule 10 (<i>Contract Management and Reporting</i>);
“Protected Marks”	means any trade marks, trade names, logos or other intellectual property rights of any Games Body, including marks and designs relating to the Games, any Olympic or Paralympic teams, the Olympic Symbol (i.e. the five interlocking rings of the International Olympic Committee), the Paralympic Symbol (i.e. the three agitos of the International Paralympic Committee), the words “ Olympic ”, “ Olympian ”, “ Olympiad ”, “ Paralympic ”, “ Paralympian ”, “ Paralympiad ” (and their plurals) and/or any other word(s), motto, symbol or representation protected by the Olympic Symbol etc. (Protection) Act 1995, the London Olympic Games and Paralympic Games Act 2006 (whether as now in force or as amended in the future) or by any other legislation enacted in relation to the Games;
“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 Controller”	means the person who is responsible for ensuring that the Service Provider meets the quality assurance requirements set out in this Agreement and follows Good Industry Practice;
“Quality Plan”	has the meaning ascribed to it in paragraph 4.1 of Schedule 3 (<i>Milestones and Deliverables</i>);
“RC Sub-Contract Date”	has the meaning set out in paragraph 8.3 (<i>Assignment of Licences and Relevant Contracts</i>) of Schedule 16 (<i>Exit Management</i>);
“RC Transfer Date”	has the meaning set out in paragraph 8.2 (<i>Assignment of Licences and Relevant Contracts</i>) of Schedule 16 (<i>Exit Management</i>);
“RC Trust Date”	has the meaning set out in paragraph 8.4 (<i>Assignment of Licences and Relevant Contracts</i>) of Schedule 16 (<i>Exit Management</i>);
“Readiness Plan”	has the meaning set out paragraph 22.1 (<i>Readiness Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Ready for Service Testing”	means the Testing envisaged under paragraph 8.1(I) (<i>Implementation Phase Testing</i>) of Schedule 4 (<i>Testing Regime</i>);
“Reason Codes”	means a drop-down list of values, from which the CSR will select the

	most appropriate to reflect the action they have taken;
“Receipt”	means documented proof of purchase containing transaction details;
“Reconciliation Period”	has the meaning set out in paragraph 4.1(B) (<i>Control and Reconciliation</i>) of Schedule 32 (<i>Revenue Collection and Payment</i>);
“Records”	has the meaning set out in Clause 42.3 (<i>Audit and Inspection</i>);
“Recruitment and Training Plan”	has the meaning set out in paragraph 21.1 (<i>Recruitment and Training Plan</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Red Line Plan”	means an engineering drawing detailing the precise location, boundary, placement, power and communications connections, and any other information or work required for each Docking Station;
“Redress”	means any discretionary ex-gratia payment that the Customer receives due to loss or inconvenience;
“Refund”	means money refunded to a Customer following a request to cancel a Payment;
“Registered Customer”	means a Customer that has registered specific details with the Service Provider to use the London Cycle Hire Scheme;
“Registration”	means the processes, procedures, Service Systems and related Services by which a Customer can register to use the London Cycle Hire Scheme;
“Registration Go Live Date”	means the date, prior to the Operational Commencement Date, which TTL specifies in a Notice of Agreement to Operate as being the date on which the Service Provider shall commence provision of the Services in relation to the Registration;
“Regression Test Suite”	has the meaning set out in paragraph 23.1 (<i>Regression Test Suite</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Regression Testing”	means the Testing to ensure that existing functionality is not affected by the addition of new and modified functionality for the relevant LCHS Asset, Service System or Service Element as envisaged under paragraphs 8.1(K) (<i>Implementation Phase Testing</i>) and 9.1(G) (<i>Operational Phase Testing</i>) of Schedule 4 (<i>Testing Regime</i>);
“Release”	means the action taken by a Customer of detaching a Bicycle from a Docking Point for use on the London Cycle Hire Scheme. “Released” will be interpreted accordingly;
“Relevant Contract”	has the meaning set out in paragraph 8.2 (<i>Assignment of Licences and Relevant Contracts</i>) of Schedule 16 (<i>Exit Management</i>);
“Relief Event”	means: (A) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation (to the extent it does not constitute a Force Majeure Event),

earthquakes, riot and civil commotion;

- (B) failure by any statutory undertaker, utility company, local authority or other like body to carry out works or provide services;
- (C) any failure or shortage of power, fuel or transport;
- (D) any blockade or embargo which does not constitute a Force Majeure Event; and
- (E) any:
 - (i) official or unofficial strike;
 - (ii) lockout;
 - (iii) go-slow; or
 - (iv) other dispute,

generally affecting the industry in which the Service Provider operates or a significant sector of it,

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

“Remedy Programme”

has the meaning set out in Clause 62.6(b)(*Termination*);

“Remittance”

means monies that are banked into a Collection Account by the Service Provider on behalf of the TfL Group;

“Repayment”

means:

- (A) the repayment of money in relation to the London Cycle Hire Scheme to the Customer, where the Customer has paid money to the London Cycle Hire Scheme as a result of any error made by TfL or its agents, or of the failure or perceived failure of Systems;
- (B) the repayment of money made where a Customer has suffered financial loss excluding the payment of ex-gratia expenses because of the erroneous actions of TfL or its agents; or
- (C) the amount that is repaid to the Customer that is not defined as a Refund;

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

“Report”

means the reports to be prepared by the Service Provider and submitted to TTL in accordance with the provisions of this Agreement and shall include Performance Indicator Reports, pre-defined reports, Incident Reports and reports on Data Protection breaches and any and all other

	reports to be provided under the Agreement;
“Representative”	means the representatives nominated by the TfL Group and the Service Provider from time to time;
“Requested Amendments”	has the meaning set out in paragraph 12.3 (<i>Capacity</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Restricted Change”	has the meaning set out in the table to paragraph 3 (<i>Categories of Changes and Additional Services</i>) of Schedule 9 (<i>Change Control Request Procedure</i>);
“Resumption Plan”	has the meaning set out in Clause 61.11(a) (<i>Step-in Rights</i>);
“Revenue”	means revenue generated from Customers making Charge Payments, including those items set out in paragraph 2 (<i>Nature of Revenue Receipts</i>) of Schedule 32 (<i>Revenue Collection and Payment</i>);
“Review Effective Date”	has the meaning set out in paragraph 2 (<i>Definitions</i>) of Schedule 36 (<i>Value for Money Review Process</i>);
“Review Request”	has the meaning set out in paragraph 3.1 (<i>Internal Review</i>) of Schedule 36 (<i>Value for Money Review Process</i>);
“Risk Register”	has the meaning set out in paragraph 5.1 (<i>Risk Register and Issues Register</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Royal Parks”	means the parks managed by the Royal Parks Agency under the Crown Lands Act 1851 which include but are not limited to Bushy Park, Green Park, Greenwich Park, Hyde Park, Kensington Gardens, Regent’s Park, Richmond Park, St. James’s Park and Brompton Cemetery;
“Safety 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 health, safety and welfare of any Customer;
“Scenario”	has the meaning set out in paragraph 2.8(C)(7) (<i>Business Continuity Plan and Business Continuity Test Schedule</i>) in Schedule 25 (<i>Business Continuity</i>);
“Scheme”	means the London Cycle Hire Scheme;
“Scheme Hours”	means twenty-four (24) hours per day, three hundred and sixty-five (365) days per year;
“Second Period”	has the meaning set out in paragraph 2.4(B) (<i>General</i>) of Schedule 23 (<i>Gainsharing</i>);
“Security Incident”	means any failure, breach, hacking, penetration, Virus or other Incident in connection with the: (A) security of the LCHS Assets, Service Systems or Services (or any

parts thereof); and

(B) requirements of Schedule 14 (*Security Policy*), including 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 its Sub-Contractors);

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

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

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

“Security Rectification Plan” means the plan developed to resolve any Security Incidents, as further described in Clause 47 (*Security Policy*) and Schedule 14 (*Security Policy*);

“Service and Asset Transfer Plan” has the meaning set out in paragraph 4.1 (*Service and Asset Transfer Plan*) of Schedule 16 (*Exit Plan*);

“Service Charges” means the charges comprising:

- (A) Milestone Payments;
- (B) Operational Charges, including Monthly Operational Charges and Variable Monthly Operational Charges; and
- (C) Pass Through Costs,

calculated by the Service Provider and payable by TTL in accordance with the provisions of Schedule 7 (*Charging*);

“Service Element” means each component of the Services;

“Service Failure” means the Service Provider not achieving the acceptable Service Levels;

“Service Failure Deduction Cap” has the meaning set out in Section 2 (*Performance Management Regime Overview*) of Schedule 5 (*Service Level Agreement*);

“Service Failure Deduction” means a reduction to the Monthly Operational Charges as specified in and calculated in accordance with the provisions of Schedule 5 (*Service Level Agreement*);

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

“Service Issue”	means an Incident which does not constitute an Error or Change to the Statement of Requirements, but which will or may adversely affect the quality or efficient functioning of the LCHS Assets, Service Systems and/or the Services (or any parts thereof);
“Service Level”	mean the levels of performance to be achieved by the Service Provider in the provision of the Services, as set out in Schedule 5 (<i>Service Level Agreement</i>);
“Service Level Agreement”	means the document setting out the Service Levels at Schedule 5 (<i>Service Level Agreement</i>);
“Service Provider Assets”	means the: <ul style="list-style-type: none">(A) Cycle Assets;(B) Contact Centre Assets;(C) Depot Assets (including Spare Parts); and(D) Service Systems;
“Service Provider Breakage Costs”	has the meaning set out at paragraph 1.8 of Schedule 6 (<i>Termination Compensation</i>);
“Service Provider Capital Costs”	has the meaning set out at paragraph 1.8 of Schedule 6 (<i>Termination Compensation</i>);
“Service Provider Change Control Strategy”	means the Service Provider’s strategy for the management of the Change Control Request Procedure set out at Annex E (<i>Service Provider Change Control Strategy</i>) and detailing those areas set out in Annex F (<i>Scope of Change Control Strategy</i>) of Schedule 9 (<i>Change Control Request Procedure</i>);
“Service Provider Confidential Information”	means the confidential information of the Service Provider as specifically set out in Schedule 13 (<i>Service Provider Confidential Information</i>);
“Service Provider Docking Station Manager”	has the meaning set out in paragraph 2.5 (<i>Engineer’s Decisions and Supervision</i>) of Schedule 37 (<i>Docking Station Implementation and Traffic Management</i>);
“Service Provider Equipment”	has the meaning ascribed in paragraph 5.1 of Schedule 18 (<i>Premises</i>);
“Service Provider Group”	means the Service Provider and its Affiliates;
“Service Provider High Level Design”	means the: <ul style="list-style-type: none">(A) Service Provider High Level Design (Technical); and(B) Service Provider High Level Design (Operations);

“Service Provider High Level Design (Operations)”	means the: has the meaning set out in paragraph 7.1 (<i>Service Provider High Level Design (Operations)</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Service Provider High Level Design (Technical)”	means the: has the meaning set out in paragraph 8.1 (<i>Service Provider High Level Design (Technical)</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“Service Provider IPR”	means Intellectual Property Rights in: (A) the Service Systems Software; (B) in the Docking Station Assets and their prototypes, workups and designs, including improvements and amendments to them, but excluding Intellectual Property Rights in the Terminal Design; (C) in the Cycle Assets which are created pursuant to this Agreement or were created prior to the Term for the purpose of the bidding for the award of this Agreement or otherwise in anticipation of this Agreement, including improvements and amendments to them;
“Service Provider Lost Profits”	has the meaning set out at paragraph 1.8 of Schedule 6 (<i>Termination Compensation</i>);
“Service Provider Pension Plan”	means the arrangements to be made available by the Service Provider for the provision of relevant benefits to the Service Provider Personnel in accordance with applicable Laws. For the purposes of this definition, “ relevant benefits ” has the meaning given to it in section 612 of the Income and Corporation Taxes Act 1988;
“Service Provider Personnel”	means employees, agents, representatives, consultants and sub-contractors of the Service Provider and/or its Sub-Contractors (as appropriate);
“Service Provider Solution”	has the meaning set out in Clause 7.1 (<i>Service Provider Solution</i>);
“Service Provider Software”	means: (A) Software comprising the Service Systems; and (B) code for Interfaces, Services Databases and enhancements or other alterations thereto, the Intellectual Property Rights in which are (subject to Schedule 41 (<i>Intellectual Property Rights</i>)) owned by or licensed to the Service Provider and are included in the Service Systems;
“Service Provider Wasted Implementation Costs”	has the meaning set out at paragraph 1.8 of Schedule 6 (<i>Termination Compensation</i>);

- “Service System”** means all or any part of any:
- (A) Central System;
 - (B) Docking Station Systems;
 - (C) Management Information System;
 - (D) SmartCard System;
 - (E) Services Website;
 - (F) Interfaces;
 - (G) Hardware; or
 - (H) Software,
- to be designed, developed, implemented, maintained and used, as applicable, by or on behalf of the Service Provider in connection with the LCHS Assets and/or the Services;
- “Service Systems Software”** means:
- (A) Service Provider Software;
 - (B) the Specially Written Software; and
 - (C) Third Party Software,
- which forms part of the Service Systems;
- “Service and Asset Transfer Plan”** has the meaning ascribed in paragraph 4.1 (*Service and Asset Transfer Plan*) of Schedule 16 (*Exit Plan*);
- “Services”** means the services to be provided by the Service Provider to TTL under this Agreement, including the:
- (A) Design Services;
 - (B) Build Services;
 - (C) Operational Services;
 - (D) Management Services;
 - (E) Business Continuity Services;
 - (F) Exit Management Services; and
 - (G) any Additional Services and any further Services agreed through the Change Control Request Procedure;
- “Services Database”** means a database an integrated collection of logically related Data, records or files (including, for the avoidance of doubt, Personal Data, TTL Personal Data and Customer Records) stored in a computer system

(including any of the Service Systems) which consolidates records previously stored in separate files into a common pool of Data records providing data for one or many components of the Service Systems;

“Services Website” means the website(s), including on any medium or in any form (such as the world wide web or mobile internet), to be designed, developed, implemented and maintained by the Service Provider in accordance with the Statement of Requirements in order to provide the relevant parts of the Services to Customers;

“Severity 1” means:

- (A) in relation to a Security Incident, a Security Incident which results in:
 - (i) a critical element of the Services being, or being likely to be, prevented from functioning or being performed; or
 - (ii) an impact on the integrity of the London Cycle Hire Scheme, public reputation of the TfL Group or an Other Service Provider, which is unacceptable to the TfL Group; or
- (B) in relation to a Service Issue or Error in connection with the Testing or operation of the Services, a critical element of the Services:
 - (i) is or is likely to be prevented from functioning or being performed; or
 - (ii) results or is likely to result in an impact on the public or on the TfL Group or on an Other Service Provider, which is unacceptable to the TfL Group.

The Service Provider shall resolve, rectify and close Errors, Service Issues and Security Incidents which are classified as “Severity 1” relating to the Services Systems within four (4) hours.

The Service Provider shall resolve, rectify and close Errors, Service Issues and Security Incidents which are classified as “Severity 1” relating to the On Street Infrastructure within four (4) hours;

“Severity 2” means:

- (A) in relation to a Security Incident, a Security Incident which results in:
 - (i) the functionality, operation or performance of the Services being, or being likely to be, severely impacted; or
 - (ii) a significant adverse impact on the integrity of the London Cycle Hire Scheme or on the public reputation of the TfL Group or on an Other Service Provider; or
- (B) in relation to a Service Issue or Error in connection with the

Testing or operation of the Services, Services still function with a workaround, however:

- (i) the functionality or performance of the Services is or is likely to be severely impacted; or
- (ii) there is or is likely to be a significant impact on the public or on the TfL Group or on an Other Service Provider.

The Service Provider shall resolve, rectify and close Errors, Service Issues and Security Incidents which are classified as “Severity 2” relating to the Services Systems within twenty-four (24) hours.

The Service Provider shall resolve, rectify and close Errors, Service Issues and Security Incidents which are classified as “Severity 2” relating to the On Street Infrastructure within twenty-four (24) hours;

“Severity 3”

means:

- (A) in relation to a Security Incident, a Security Incident which results in:
 - (i) the Services still functioning with a workaround however the required operation or performance of the Services is, or is likely to be, materially adversely impacted;
 - (ii) a material adverse impact on an Other Service Provider; or
 - (iii) a material adverse impact on the integrity of the London Cycle Hire Scheme or on the public reputation of the TfL Group; or
- (B) in relation to a Service Issue or Error in connection with the Testing or operation of the Services, Services still function with a workaround, however:
 - (i) the required functionality or performance is or is likely to be materially impacted; or
 - (ii) there is or is likely to be a material impact on the public or on the TfL Group or on an Other Service Provider.

The Service Provider shall resolve, rectify and close Errors, Service Issues and Security Incidents which are classified as “Severity 3” relating to the Services Systems within ten (10) days.

The Service Provider shall resolve, rectify and close Errors, Service Issues and Security Incidents which are classified as “Severity 3” relating to the On Street Infrastructure within ten (10) days;

“Severity 4”

means:

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

results in:

- (i) the Services still functioning, however there is, or is likely to be, a minor adverse operational and/or performance impact; or
 - (ii) a member of the TfL Group and/or an Other Service Provider to be involved in the resolution of the Security Incident; or
- (B) in relation to a Service Issue or Error in connection with the Testing or operation of the Services, Services still function, however, there is or is likely to be a minor functionality or performance impact.

The Service Provider shall resolve, rectify and close Errors, Service Issues and Security Incidents which are classified as “Severity 4” relating to the Services Systems at the next scheduled Software Release in the case of Errors or as agreed with TTL in the case of Service Issues.

For the avoidance of doubt, this severity level does not apply to the On-Street Infrastructure;

“Severity 5”

means:

- (A) in relation to a Security Incident, a Security Incident which results in:
- (i) no measurable impact on the operation of the Services;
 - (ii) no requirement for either a member of the TfL Group and/or an Other Service Provider to be involved in the resolution of the Security Incident; and
 - (iii) no adverse impact on the integrity of the London Cycle Hire Scheme or on the public reputation of the TfL Group or on an Other Service Provider; or
- (B) in relation to a Service Issue or Error in connection with the Testing or operation of the Services, Services still function, however there are or are likely to be minor cosmetic defects with no functional impact.

The Service Provider shall resolve, rectify and close Errors, Service Issues and Security Incidents which are classified as “Severity 5” relating to the Services Systems at the next convenient Software Release in the case of Errors or as agreed with TTL in the case of Service Issues.

For the avoidance of doubt, this severity level does not apply to the On-Street Infrastructure.

**“Severity Level” or
“SL”**

means:

- (A) Severity 1;

- (B) Severity 2;
- (C) Severity 3;
- (D) Severity 4; or
- (E) Severity 5,

as applicable;

- “Shareholder”** means a person holding shares in the Service Provider;
- “Site”** means the location at which a Docking Station is or will be installed;
- “Site Acceptance Testing”** means the Testing to be performed in accordance with paragraph 8.1(G) (*Implementation Phase Testing*) of Schedule 4 (*Testing Regime*) to ensure each Docking Station is connected and ready for operation, in compliance with the Statement of Requirements;
- “Site Design”** means the process and documentation/drawings required for the Works at a Site;
- “Site Pack”** has the meaning set out at paragraph 5.2(A) (*Provision of Documentation and Other Information*) of Schedule 37 (*Docking Station Implementation and Traffic Management*);
- “Site Specific Method Statement”** means the sequence of operations and processes to be followed for the Works at a specific Site;
- “Site Specific Plan”** means the programme of Works for a specific Site;
- “Small or Medium-sized Enterprise”** means either of the following:
- (A) a small enterprise which meets at least two of the following criteria:
 - (i) turnover per annum of up to five million six hundred thousand pounds sterling (£5,600,000);
 - (ii) an annual balance sheet total of no more than two million eight hundred thousand pounds sterling (£2,800,000); and/or
 - (iii) it employs fifty (50) or fewer employees,provided that, the criteria specified in paragraph (A)(ii) and (iii) 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)(i); or
 - (B) a medium enterprise which meets at least two of the following criteria:
 - (i) turnover per annum of up to twenty two million eight hundred thousand pounds sterling (£22,800,000);

(ii) an annual balance sheet total of no more than eleven million four hundred thousand pounds sterling (£11,400,000); and/or

(iii) it employs two hundred and fifty (250) or fewer employees,

provided that, the criteria specified in paragraph (B)(ii) and (iii) 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)(i);

“SmartCard” means a pocket sized card with embedded integrated circuits, which can process data in connection with the London Cycle Hire Scheme;

“SmartCard Reader” means the device used to read data embedded in the SmartCard;

“SmartCard System” means the Hardware and Software to be designed, developed, implemented, maintained and used by the Service Provider to receive and process SmartCard transactions;

“Smart Solution” means the solution offered by the Service Provider as the means by which Customers can release Bicycles directly at a Docking Point or from a Terminal;

“Smart Solution Device” means the artefact given to the Customer that will uniquely identify them to the Smart Solution;

“Software” means system software, operating systems, applications, programs and procedures, and all updates and upgrades to any of the foregoing, that enable the Hardware or Systems (including the Service Systems) to perform tasks and/or operations and/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. The term **“Software”** shall include the term **“Specially Written Software”**;

“Software Release” means a collection of new and/or changed configuration items 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 job control, language, header files, parameter files, definitions files, configuration files and any other included file referenced in any source file which may be printed out or displayed in an eye readable and understandable form by a competently skilled computer programmer, and including embedded commentary procedures and ancillary documents in either paper or electronic format;

“Spare Parts” means parts or components which are retained so as to assist in maintenance, overhaul or replacement of the relevant LCHS Asset that they relate to;

“Specially Written Software”	<p>means the:</p> <p>(A) Software;</p> <p>(B) code for Interfaces, configuration and customisation of any part of the Service Provider Software;</p> <p>(C) customisation and configuration of the Services Database; and</p> <p>(D) enhancements or other alterations thereto,</p> <p>made connection with the Services and/or the Service Systems, written specially for the Services and Service Systems by or on behalf of the Service Provider or its Sub-Contractors;</p>
“Specific Parameterised Change Elements”	<p>means category of Parameterised Change Element described at paragraph 2.2 of Appendix A (<i>Parameterised Change Elements</i>) of Schedule 9 (<i>Change Control Request Procedure</i>);</p>
“Sponsor”	<p>means the party with whom the relevant member of the TfL Group contracts with to sponsor the London Cycle Hire Scheme from time to time;</p>
“Start Point”	<p>has the meaning set out in paragraph 2.2 (<i>Performance Management Regime Overview</i>) of Schedule 5 (<i>Service Level Agreement</i>);</p>
“Statement of Requirements” or “SOR”	<p>means the specifications for the LCHS Assets, Service Systems and Services, which describe TTLs business requirements for the London Cycle Hire Scheme and provision of related assets, service systems and services as set out in Schedule 2 (<i>Statement of Requirements</i>);</p>
“Statutory Codes of Practice”	<p>means the publication, “Safety at Street Works and Road Works; A Code of Practice” published for the Department for Transport by TSO (previously The Stationery Office) ISBN 011551958 0;</p>
“Statement”	<p>means details of all Charges incurred by a Customer in the current Billing Period and the full amount to be collected from the customer’s Authorised Payment Method;</p>
“Status”	<p>means the condition of a Bicycle as either Hired, Docked, Damaged, Missing or Under Repair;</p>
“Step-in Action”	<p>means the performance of the Services (or part thereof) by TTL Personnel pursuant to Clause 61 (<i>Step-In Rights</i>);</p>
“Step-in Notice”	<p>has the meaning set out in Clause 61.2 (<i>Step-in Rights</i>);</p>
“Step-in Rights”	<p>means the right of TTL Personnel (or a Third Party on TTLs benefit) to step into the Agreement and take over running of the Services (or part thereof) pursuant to Clause 61 (<i>Step-In Rights</i>);</p>
“Step-Out Notice”	<p>has the meaning set out in Clause 61.11(c) (<i>Step-in Rights</i>);</p>
“Strategic Review”	<p>means the group set up during the Implementation Phase and having the role and responsibilities and comprising the Representatives of the</p>

Group	Service Provider and TfL Group set out in Table 2 (<i>Contract Management Board and Strategic Review Board</i>) of Schedule 10 (<i>Contract Management and Reporting</i>);
“Strategic Review Meeting”	means the regular review meeting held during the Operational Phase in accordance with paragraph 4 of Schedule 10 (<i>Contract Management and Reporting</i>);
“Sub-Contract”	means any contract or agreement (whether or not in writing) between the Service Provider and a sub-Contractor in relation to any activity arising out of or related to the provision of the Services (including such contracts between the Service Provider and a member of the Service Provider Group);
“Sub-Contractor”	means a Third Party, including Key Sub-Contractor, with whom the Service Provider enters into a Sub-Contract;
“Subject Access Request” or “SAR”	means a request from a Customer for details of all data held on the Customer by the Service Provider under the right of access to Personal Data by the individual who is the subject of that Data, as set out in the Data Protection Act;
“Subscriber”	means a person who subscribes to the London Cycle Hire Scheme pursuant to Schedule 2 (<i>Statement of Requirements</i>);
“Subscriber Number”	means the unique identifier for each Subscriber and Subscription;
“Subscriber PIN”	means the personal identification number selected by the Subscriber for use with their Subscriber Number to identify themselves to the Services Systems;
“Subscription”	means a right to hire, purchased by Customers, and of varying types which allows them to use the Scheme;
“Subscription Fee”	means the fee payable by a Customer for a Subscription;
“Subscription Number”	means the unique identifier for each Subscription;
“Subscription Type”	means a specific Subscription which will be based upon its duration (e.g. daily, weekly or annual);
“Supply Contract”	means such contracts as TTL may notify to the Service Provider from time to time, entered into between a member of the TfL Group and an Other Service Provider;
“Suspense Account”	means a temporary holding account for financial accounting transactions that cannot be reconciled by the Service Provider;
“Suspension Notice”	has the meaning set out in Clause 6.1 (<i>Suspension of the Operational Services</i>);
“Suspension Period”	has the meaning set out Clause 6.4 (<i>Suspension of the Operational Services</i>);

“System”	means Hardware and Software;
“System Acceptance Testing”	means the Testing envisaged under paragraph 8.1(c) of Schedule 4 (<i>Testing Regime</i>);
“System Assets”	means the Service System related assets;
“System Build Documentation”	has the meaning set out in paragraph 24.1 (<i>System Build Documentation</i>) of Schedule 3 (<i>Milestones and Deliverables</i>);
“System Failure”	means any material failure, fault or problem of the: (A) LCHS Assets; and/or (B) Service Systems or part of it amounting to a Severity 1 failure;
“System Level Test”	means the Tests of each element of the Terminals, Service Systems and Services in respect of the capability and procedures undertaken by the technical and operational Service Provider Personnel to establish whether: (A) Security Policy meets the requirements of Schedule 14 (<i>Security Policy</i>); and (B) Business Continuity Infrastructure meets the requirements of Schedule 25 (<i>Business Continuity</i>);
“System Log”	means a log or set of logs held on the Service Systems which record the agreed set of Hardware, Software and Systems diagnostics and other Hardware, Software, Systems events such that correct operation of the Service Systems can be demonstrated;
“System Testing”	means the Testing envisaged under paragraph 8.1(B) of Schedule 4 (<i>Testing Regime</i>);
“Systems Integration Testing”	means the Testing envisaged under paragraphs 8.1(D) and 9.1(c) of Schedule 4 (<i>Testing Regime</i>);
“Tariff”	means a schedule of rates set for the Customer’s usage of the Scheme in accordance with Schedule 2 (<i>Statement of Requirements</i>);
“Tariff Table”	means the parameterised table that holds a single Tariff;
“Tax” or “Taxation”	means any form of taxation, levy, duty, contribution or impost of whatever nature (including any related fine, penalty, surcharge or interest) imposed by any local, municipal, governmental, state, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world;
“Technical Proving”	means the Testing envisaged under paragraph 8.1(F) of Schedule 4 (<i>Testing Regime</i>);
“Temporary Traffic”	means an order under the Road Traffic Regulation Act 1984,

Regulation Order”	section 14(1) (as amended from time to time) that varies the use of the Highway for a temporary period;
“Term”	means the duration of this Agreement from the Effective Date up to and including the Expiry Date or the Termination Date (whichever is applicable) and which shall include the Hand Back Period;
“Terminal”	means the computer terminal and associated housing forming part of the Docking Station, which enables a Customer to register and make payment for the hire of Bicycle;
“Terminal Design”	means the design for the structure and appearance of the Terminal (but excluding the Services System);
“Terminal Housing”	means the external part of the Terminal that will contain the electronic components of the Terminal;
“Termination”	means the termination and/or expiry of this Agreement;
“Termination Compensation”	means the amount, if any, which TTL shall pay to the Service Provider on termination of this Agreement in accordance with: (A) Clause 64.1 (<i>Consequences of Termination, Partial Termination or Expiry</i>); and (B) Schedule 6 (<i>Termination Compensation</i>);
“Termination Date”	means the date with effect from which this Agreement is terminated in its entirety by either Party in accordance with Clause 62 (<i>Termination</i>);
“Test”	means the tests undertaken or to be undertaken by the Service Provider in accordance with: (A) Clause 11 (<i>Testing of LCHS Assets and Service Systems</i>); (B) Schedule 4 (<i>Testing Regime</i>); (C) Schedule 14 (<i>Security Policy</i>); and (D) Schedule 25 (<i>Business Continuity</i>), to assess whether the Deliverables meet TTLs requirements as set out in this Agreement and “ Testing ” shall have a corresponding meaning;
“Test Criteria”	means the specific test conditions and criteria used to determine whether a LCHS Asset and/or Service System 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 Plan”	means a detailed document prepared or to be prepared by the Service Provider as envisaged under paragraph 6 of Schedule 4 (<i>Testing Regime</i>);

- “Test Report”** means a test report prepared or to be prepared by the Service Provider as envisaged under paragraph 12 of Schedule 4 (*Testing Regime*);
- “Test Specification”** means a detailed specification document prepared or to be prepared by the Service Provider setting out how the Tests will demonstrate that the Test Criteria have been met as envisaged under paragraph 7 of Schedule 4 (*Testing Regime*);
- “Test Stage”** means each and any stage of Testing as set out in paragraphs 8 and 9 of Schedule 4 (*Testing Regime*);
- “Test Strategy”** means the high level document to be produced by the Service Provider in accordance with paragraph 3 of Schedule 4 (*Testing Regime*);
- “Test Witnessing”** means a process by which TTL Personnel, or a nominated Third Party, witnesses the execution of Tests performed by the Service Provider, as envisaged under paragraph 11 of Schedule 4 (*Testing Regime*) which where reasonably appropriate may be carried out remotely;
- “Testing Documents”** means all Documentation to be provided by the Service Provider to TTL in accordance with Schedule 4 (*Testing Regime*);
- “Threshold Value”** means the parameterised value above which the Customer’s incurred Cycle Hire Charges will become liable for Payment;
- “TfL”** means Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
- “TfL Group”** means TfL and all of its subsidiaries (as defined in section 736 of the Companies Act 2006) from time to time and reference to any “member of the TfL Group” shall refer to TfL or any such subsidiary, including TTL;
- “TfL Group Policies”** means:
- (A) those policies set out at:
 - (i) Schedule 24 (*Equality and Diversity*); and
 - (ii) Schedule 34 (*TfL Group Policies*),as amended from time to time; and
 - (B) any all of policies, procedures and standards of the TfL Group that are relevant to the performance of the Services, including those relating to safety, security, business ethics, drugs and alcohol and any other regulations specified by TTL for Service Provider Personnel:
 - (iii) working at TTL Premises; or
 - (iv) using or accessing TTL Systems,from time to time in place;
- “TfL Merchant”** means the agreement between a member of the TfL Group and a

Acquirer Agreement	Merchant Acquirer under which TfL receives the Merchant Acquirer Services;
“Third Parties Act”	means the Contracts (Rights of Third Parties) Act 1999;
“Third Party”	means any person or entity which is not a party to this Agreement, but excluding Sub-Contractors and Key Sub-Contractors;
“Third Party Service Provider”	has the meaning set out in Clause 81.23 (<i>Dispute Resolution Procedure</i>);
“Third Party Software”	means any Software, code for Interfaces, databases which are included in the Service Systems (including the Services Database), and enhancements thereto, and in respect of which in each case the Intellectual Property Rights are owned by one or more Third Parties (including relevant Software which is COTS);
“Third Party System”	means all or any party of the Systems, Hardware or Software used by and/or provided by or on behalf of any Third Party in connection with the London Cycle Hire Scheme;
“Total Service Test”	means the Tests of all Terminals, Service Systems and Services in respect of the capability and procedures undertaken by the technical and operational Service Provider Personnel to establish whether the Service Provider is complying with the: <ul style="list-style-type: none"> (A) Security Policy meets the requirements of Schedule 14 (<i>Security Policy</i>); and (B) Business Continuity Infrastructure meets the requirements of Schedule 25 (<i>Business Continuity</i>);
“Traffic Management Scheme”	has the meaning set out in paragraph 8.3(A) (<i>Site Management and Traffic Management</i>) of Schedule 37 (<i>Docking Station Implementation and Traffic Management</i>);
“Traffic Regulation Order”	means an order under the Road Traffic Regulation Act 1984 (as amended from time to time) that regulates the use of the Highway;
“Traffic Safety Officer”	has the meaning set out in paragraph 8.15(A) (<i>Site Management and Traffic Management</i>) of Schedule 37 (<i>Docking Station Implementation and Traffic Management</i>);
“Transaction”	means Customer requests received and processed by the Service Provider including Refund requests, Customer Record amendments, and Registration closures;
“Transaction Record”	means the record whereby a Customer purchases a Subscription or Registration;
“Transaction Volume Change”	has the meaning set out in paragraph 13.1 of Schedule 9 (<i>Change Control Request Procedure</i>);
“Transferring	means any and all individuals who are employed by the Incumbent

- Employees”** Service Provider (or by its sub-contractors or by TTL) any time before the Operational Commencement Date and who at any time prior to such date are concerned with all or any of the services provided by the Incumbent Service Provider under its agreement with TTL or any part thereof;
- “Tree Officer”** means an employee of a London borough responsible for the care and management of trees owned by the borough - in public woodland, country parks, parks and recreational spaces, and at the side of roads. They are sometimes known as arboricultural technicians or forestry/woodland officers;
- “Trigger Date”** has the meaning set out in paragraph 4.1 of Schedule 16 (*Exit Plan*);
- “TTL Assets”** means the:
- (A) Docking Station Assets;
 - (B) On-street Assets; and
- those assets which are to be purchased by the Service Provider in order to provide the Services, as set out in the CAPEX Plan or a Change Authorisation and paid for through the Milestone Payments or relevant Change, as appropriate;
- “TTL Commissioned IPR”** means any and all Intellectual Property Rights:
- (A) in Data;
 - (B) in database rights in the Services Database;
 - (C) brand name and identity of the SmartCard, as it relates to the London Cycle Hire Scheme;
 - (D) domain names for the Services Website;
 - (E) telephone and SMS numbers for the Contact Centre;
 - (F) in the web designs and pages which forms part of the Services Website; and
- created, acquired and/or licensed by the Service Provider (or its Sub-Contractors) pursuant to this Agreement, but excluding Service Provider IPR;
- “TTL Confidential Information”** means information and Data relating to the London Cycle Hire Scheme and the business or affairs of TfL Group and/or its employees which is divulged to, or obtained by, prepared by or created by or for the Service Provider and/or one or more Guarantors and/or Shareholders during the bid process, negotiation of this Agreement and/or provision of the Services and which is either:
- (A) in written form and marked as proprietary and confidential;

- (B) is by its very nature confidential; or
- (C) which may otherwise reasonably be regarded as confidential;
- “TTL Configuration Model”** has the meaning set out in paragraph 6.4 of Schedule 36 (*Value for Money Review Process*);
- “TTL Docking Station Manager”** means the person appointed by the TfL Group to oversee the implementation of the Docking Stations;
- “TTL Event”** has the same meaning as Compensation Event;
- “TTL Indemnified Parties”** means:
- (A) TTL;
- (B) each member of the TfL Group; and
- (C) TTL Personnel;
- “TTL IPR”** means the Intellectual Property Rights of members of the TfL Group whether pre-existing or created by or on behalf of a member of the TfL Group (other than by or on behalf of the Service Provider) in relation to the London Cycle Hire Scheme including:
- (A) trade marks and logos of the TfL Group;
- (B) static web pages supplied by TTL for the Services Website and web designs; and
- (C) Intellectual Property Rights in the Terminal Design,
- but not including any TTL Commissioned IPR;
- “TTL Obligations”** means the obligations of TTL that are specified in this Agreement;
- “TTL Personal Data”** means Personal Data (including Customer Records) Processed by the Service Provider on behalf of TTL and TfL, as Data Controllers;
- “TTL Personnel”** means employees of members of the TfL Group and their agents, representatives, consultants and sub-contractors, including TTL;
- “TTL Premises”** any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the TfL Group (including for the avoidance of doubt TTL); and
- “TTL Systems”** means all or any part of any Systems, Hardware or Software used by TfL Group in connection with the London Cycle Hire Scheme;
- “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;
- “Under Repair”** means the Status of a Bicycle when it has been confirmed by the Service

	Provider as requiring repair and has been removed from distribution;
“Unit Testing”	means the Testing of functionality for each unit within a sub-Service, as further described in paragraphs 8.1(A) and 9.1(A) of Schedule 4 (<i>Testing Regime</i>);
“User”	means a person who a subscriber has permitted (pursuant to the Subscriber’s subscription to the London Cycle Hire Scheme) to use a Cycle Asset;
“User Audit Log”	means a log or set of logs held on the Service Systems which records each action taken on the relevant Service System, the identity of the authorised user carrying out the action, and the date and time of the action;
“Variable Monthly Operational Charge - Contact Centre”	has the meaning set out at paragraph 8.1 (<i>Operational Services: Operational Charges and Other Sums Due</i>) of Schedule 7 (<i>Charging</i>);
“Variable Monthly Operational Charge - On-street”	has the meaning set out at paragraph 8.1 (<i>Operational Services: Operational Charges and Other Sums Due</i>) of Schedule 7 (<i>Charging</i>);
“Verification”	means a verification required to be made by TTL under Regulation 6(1) of the CIS Regulations;

“Version Control”	means the management of multiple revisions of the same unit of information, used to manage ongoing development of digital documents like Source Code, electronic models and other information that may be worked on by a team of people. Changes to these documents are identified by incrementing an associated number or letter code, termed the “version” or “revision” and associated historically with the person making the change;
“Version Control Process”	means a practice that tracks and provides control over changes to Source Code, Documentation and configuration files;
“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;
“Waste Management Plan”	means a plan setting out how the Service Provider will handle, transport, recycle or otherwise dispose of any waste generated by the Works;
“Week”	means a seven (7) day calendar week and the term “Weekly” shall be construed accordingly;
“Works”	means all of the works (including the desk and works necessary for obtaining access to the Sites) to be undertaken during the Implementation Phase in relation to the construction and installation of the Docking Stations at each of the Sites, in accordance with the terms of this Agreement and Schedule 37 (<i>Docking Station Implementation and Traffic Management</i>); and
“Work-off Plan”	means the plans to be developed by the Service Provider as further described in paragraphs 29 and 30 of Schedule 3 (<i>Milestones and Deliverables</i>);
“Working Day”	means any day other than any Saturday, Sunday or public holiday in England;
“Working Hours”	means the period from 09.00.00 to 17:00 on a Working Day;
“Workplace Harassment Policy”	has the meaning set out in paragraph 1.6 of Schedule 24 (<i>Equality and Diversity</i>); and
“Year”	means the twelve (12) month period running from the Operational Commencement Date.