

Revenue Collection Services

Schedule 4.9 – Retail Management Services

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Contents

1	Introduction	3
1.1	Scope and Purpose.....	3
1.2	Retail Agents.....	4
1.3	FTICs	4
1.4	Other Sales Outlets.....	4
2	Retail Network Services	5
2.1	General Requirements	5
2.2	Managing Agent Services	5
2.3	Accounting and Financial Management.....	7
2.4	Information	7
2.5	Fares Revision	8
2.6	Training	8
2.7	Marketing Services.....	8
3	Retail Agent Network Services.....	10
3.1	General Requirements	10
3.2	Standards of Service	10
3.3	Coverage	10
3.4	Range of Products	11
3.5	Retail Agent Network.....	11
3.6	Performance	13
4	FTIC Services	14
4.1	General Requirements	14
5	Sales Retail Devices	15
5.1	Fault Rectification.....	15
5.2	Performance	15
6	Service Credits.....	17
6.1	Calculation of Service Credits	17
7	Reporting	18
7.1	The Service Performance Report	18
	Appendix 1 – Postcode Matrix	19
	Appendix 2 – List of FTICs	25

1 Introduction

1.1 Scope and Purpose

1.1.1 This Schedule 4.9 (Retail Management Services) sets out the scope, performance regime, monitoring and reporting requirements for the Retail Network Services.

1.1.2 The "**Retail Network Services**" are:

- (a) the Primary Services in relation to all Sales Retail Devices supplied to Retail Agents and FTICs in accordance with this Schedule;
- (b) identifying and entering into Retail Agreements with retail sales outlets in accordance with TTL's requirements for network coverage across London as set out in the Postcode Matrix, to replace Retail Agents whose Retail Agent Agreement has expired or terminated, and where new requirements are identified and agreed with TTL through Variations;
- (c) managing TTL's network of Retail Agents (the "**Retail Agent Network**") in accordance with paragraph 2.2 which includes all activities related to the provision of the Retail Network including training, accounting and supporting marketing and Customer service audit activities through the use of Mystery Shopper Surveys;
- (d) supporting and managing of TTL's Franchised Travel Information Centres which includes all activities related to the provision of the FTICs including training, accounting and supporting marketing and Customer service audit activities;
- (e) the sale of the defined selection of Travel Products and services as set out in the relevant Form of Agreement for Retail Agents and Form of Agreement for FTICs as applicable;
- (f) providing a help desk for queries in relation to the management of the Retail Network;
- (g) marketing information and training of Retail Agents and FTICs to enable them to fulfil their duties including following Fares Revisions;
- (h) accounting for the Retail Network sales and revenues; and
- (i) all other services to be provided by the Contractor as set out in this Schedule.

1.1.3 The objectives of this Schedule are to ensure that:

- (a) there are sufficient retail outlets distributed across Greater London to enable Customers to purchase Travel Products;
- (b) TTL's revenue is properly collected and accounted for and that fraud is eliminated; and
- (c) the Retail Agents provide a high quality of Customer service.

1.1.4 TTL has entered into various agreements with Retail Agents for the sale of Travel Products and associated activities substantially in the Form of Agreement for Retail Agents (each a "**Retail Agent Agreement**").

1.1.5 TTL has entered into various agreements with FTICs for the sale of Travel Products and other information services substantially in the Form of Agreement for FTICs (each an "**FTIC Agreement**").

1.1.6 TTL requires the Contractor to act as its agent in respect of these Retail Agent Agreements and FTIC Agreements (together the "**Retail Agreements**") in accordance with the provisions in this Schedule.

1.2 Retail Agents

1.2.1 TTL has a network of Retail Agents that are licensed to sell Travel Products. At the Date of Contract there are at least three thousand nine hundred and fifty (3,950) Retail Agents.

1.2.2 At the Date of Contract these sales are conducted using a bespoke Retail Device with the functionality set out in Schedule 5.3 (Retail) (the "**xPERT**").

1.2.3 Each Retail Agent has at least one (1) xPERT. As at the Date of Contract there are a maximum of four thousand (4,000) xPERTs in operation at Retail Agents.

1.2.4 The Contractor shall ensure that each Retail Agent shall maintain sufficient stocks of Prestige Cards, wallets and other necessary stocks to sell the range of Travel Products required by TTL and capable of retail by the xPERT.

1.3 FTICs

1.3.1 At the Date of Contract the services provided to TTL by FTICs are performed using a Retail Terminal identical to that at the Travel Information Centres (TICs) (the "**FTIC Retail Device**"). TTL is reviewing the future for the FTIC Retail Devices and may require different Retail Devices for TICs and FTICs in the future. Such a change will be effected through a Variation.

1.3.2 The list of FTICs as at the Date of Contract is set out in Appendix 2.

1.4 Other Sales Outlets

1.4.1 The Retail Network operates in conjunction with other sales outlets including TTL and TOC ticket offices, TICs and those as set out in Schedule 4.10 (Sales & Consumables) alongside the online and telephone retail services.

1.4.2 TICs also retail Travel Products, in part using FTIC Retail Devices, which are subject to the requirements as for LU Services set out in Schedule 4.3 (LU Services).

2 Retail Network Services

2.1 General Requirements

- 2.1.1 The Contractor shall distribute all Cards and procure and distribute associated Consumables as set out in Schedule 4.10 (Sales & Consumables). The Contractor shall ensure that all Cards and batches of Magnetic Tickets distributed and/or sold through the Retail Network have a form of unique identifier (such unique identifier to be determined by the Contractor) applied prior to their distribution to enable erroneous use to be attributed to (a) the relevant Travel Product, and (b) its sale/distribution by the relevant Retail Agent.
- 2.1.2 The Contractor shall ensure that each part of the Retail Network maintains sufficient stocks of Cards, wallets and all other necessary stock to sell the range of Travel Products required by TTL.
- 2.1.3 The Contractor shall be liable for and shall replace any Sales Retail Devices, Consumables or Travel Products provided to Retail Agents and which subsequently cannot be accounted for. In the event of such Sales Retail Devices, Consumables and/or Travel Products not being accounted for, the Contractor shall be liable to TTL for the revenues generated from Travel Product sales. The Contractor shall submit to TTL on a weekly basis details of all missing Sales Retail Devices, Consumables and/or Travel Products (if any) along with details of revenues to be paid to TTL by the Contractor.
- 2.1.4 The Contractor's performance will be measured through a series of Service Level tests for:
- (a) Availability as set out in paragraph 5.2;
 - (b) network coverage as set out in paragraph 3.5.1; and
 - (c) fulfilment to delivery times as set out in Schedule 4.10 (Sales & Consumables).
- 2.1.5 It is recognised that either the Contractor or TTL may wish to introduce additional or alternative types of sales outlet to fulfil the role of Retail Agent. Unless otherwise agreed in writing in advance with TTL, such additional or alternative outlets shall conform to the requirements of this Schedule.
- 2.1.6 The Contractor shall procure that Retail Network personnel extend or curtail the range of Travel Products and services provided by the Retail Network in accordance with the processes as set out in Schedule 10.3 (Fares Revision) subject to the specified capabilities of the relevant Sales Retail Device.

2.2 Managing Agent Services

- 2.2.1 The Contractor shall act as TTL's agent in respect of each Retail Agreement and shall at all times act in accordance with the provisions of this Schedule.
- 2.2.2 The Contractor shall perform TTL's obligations under the Retail Agreement such that TTL does not breach any terms of the Retail Agreement.
- 2.2.3 The Contractor shall ensure that the Retail Agent or FTIC under the Retail Agreement performs its obligations in accordance with the terms of the Retail Agreement and the Contractor shall enforce TTL's rights under the Retail Agreement.

- 2.2.4 The Contractor shall procure the payment to TTL of all revenues arising from the Retail Agreement in accordance with the terms of the Retail Agreement.
- 2.2.5 The Contractor shall permit Retail Agents and FTICs commission as specified in the relevant Retail Agent Agreement unless otherwise agreed in writing in advance by TTL.
- 2.2.6 Where any deficiencies in the performance of the services by Retail Agents or FTICs are highlighted by Mystery Shopper Surveys pursuant to paragraph 3.6 or any other independent research undertaken by or on behalf of TTL, the Contractor shall ensure that the Retail Agent or FTIC (as applicable) shall correct such deficiencies within a reasonable timeframe.
- 2.2.7 The Contractor shall co-operate with any surveys or other activities TTL wishes to undertake for quality of service and/or general research purposes to assess the volume and the value of travel being made.
- 2.2.8 The Contractor shall use all reasonable endeavours to prevent a Retail Agent or FTIC from operating fraudulently in relation to its Retail Agreement, any Travel Products or the sale of Travel Products.
- 2.2.9 On discovery of any fraud or purported fraud in any matter connected with the Retail Agreement, the Contractor shall as soon as reasonably possible investigate and make all reasonable endeavours to prevent the fraud or attempted fraud from continuing.
- 2.2.10 The Contractor shall notify TTL within one (1) Business Day of discovery of any fraud or attempted fraud in any matter connected with the Retail Agreement, and shall provide necessary details of the fraud or attempted fraud to TTL together with details of all steps that have been taken and are to be taken by the Contractor to prevent such fraud or purported fraud.
- 2.2.11 The Contractor shall collect all necessary evidence and procure the collection of evidence relating to fraud or attempted fraud by Retail Agents, FTICs or any suspected Third Party in connection with the Retail Agreement to assist TTL in the prosecution of any unauthorised action.
- 2.2.12 The Contractor shall train and provide support materials to each Retail Agent and FTIC where required to ensure they are able to provide an effective service to Customers.
- 2.2.13 The Contractor shall act in accordance with TTL policy guidelines as may be notified by TTL to the Contractor from time to time in its dealing with Third Parties under Retail Agreements.
- 2.2.14 The Contractor shall bring to TTL's attention any breach of any Retail Agreement by a Retail Agent or FTIC and shall, if appropriate and only after written agreement by TTL, terminate such Retail Agreement.
- 2.2.15 The Contractor shall prepare and deliver a report to TTL of sales and revenues under the Retail Agreements each Period, in a format to be determined by TTL acting reasonably. Such report shall be submitted to TTL with the Service Performance Report each Period.

2.2.16 The Contractor shall attend such meetings as reasonably required by TTL to discuss the sales and revenue report.

2.3 Accounting and Financial Management

2.3.1 The Contractor shall procure payment of sums due under each Retail Agreement in accordance with the payment procedures specified in the Retail Agreement (typically weekly direct debit for Retail Agents). The Contractor shall reconcile those revenues received to the Travel Products sold under the Retail Agreement and account to TTL for all revenue generated by Travel Product. The Contractor shall be liable for all revenues generated from the sale of Travel Products where such revenues have not been accounted for by the Retail Agent(s) or FTIC(s).

2.3.2 The Contractor shall make available all Data and provide a report to TTL each Period which shall include the following information:

- (a) the accounting data, total value and volume of all sales under each Retail Agreement by type and duration of Travel Product; and
- (b) a reconciliation of stocks of Travel Products and/or Cards procured for, distributed to, held and used by the Retail Agent under the Retail Agreement,

such report to be provided to TTL in accordance with the relevant requirements as set out in Schedules 11.4 (Revenue and Accounting Services) and 11.5 (Reporting and Information Services) (the "**Retail Network Report**").

2.3.3 The Contractor shall demonstrate to TTL on an annual basis that stocks of Travel Products and the sale of Travel Products are reconciled with stocks of Travel Products which are out of date, where applicable.

2.3.4 The Contractor shall provide to TTL comprehensive transaction accounts for sales of Travel Products under each Retail Agreement, and demonstrate that sales and credits to TTL's Bank are reconciled on a weekly and four (4) weekly basis.

2.3.5 The Contractor shall provide to TTL all necessary information in relation to administration charges payable by any Retail Agent or FTIC pursuant to the terms of the relevant Retail Agreement. If such administration charges are payable and are paid directly to TTL, TTL agrees to reimburse the Contractor its reasonable and demonstrable costs incurred in relation to such administration charges subject to such costs not exceeding the administration charges paid to TTL.

2.3.6 The Contractor shall not make any claim under a Retail Agreement in relation to any indemnity for consequential loss without first notifying TTL in writing in the form and within the periods reasonably specified by TTL and notified to the Contractor from time to time.

2.4 Information

2.4.1 The Contractor shall:

- (a) notify TTL of the appointment of each new Retail Agent or FTIC providing such details on the Retail Agent or FTIC as TTL may in each case require; and
- (b) maintain a directory of Retail Agents and FTICs and make such directory available to TTL at such times as TTL may direct.

2.5 Fares Revision

- 2.5.1 The Contractor shall implement revisions to fares and new Travel Products as set out in Schedule 10.3 (Fares Revision).
- 2.5.2 The Contractor shall procure that, from the date when any Fares Revision comes into effect, all Sales Retail Devices shall apply only the fares as revised.
- 2.5.3 The Contractor shall provide each Retail Agent and FTIC with all relevant information and literature to support the Fares Revision and provide any necessary training to Retail Agents or FTICs in new procedures or other changes associated with the Fares Revision.

2.6 Training

- 2.6.1 The Contractor shall supply a Retail Network Manual to, and train, each Retail Agent and FTIC so that prior to the operational use of a Sales Retail Device such competency tests as reasonably required by TTL have been passed. Such competency tests shall be prepared, managed and administered by the Contractor.
- 2.6.2 The Contractor shall monitor all parts of the Retail Network to ensure that their competency is maintained and that they meet such standards of Customer service and behaviour as set out in the Retail Agreements.
- 2.6.3 The Contractor shall make reasonable endeavours to ensure that a representative of each Retail Agent and FTIC attends the annual seminar given by the Contractor (such annual seminar at the Contractor's sole expense) to acquaint the Retail Network with the proposals for Fares Revision and any other relevant issues. The Contractor shall advise TTL of the Retail Agents and/or FTICs who do not send a representative within seven (7) Business Days of the annual seminar.
- 2.6.4 Where deficiencies in the service provided by Retail Agent(s) or FTIC(s) are identified through Mystery Shopper Surveys or are otherwise identified by or to TTL or the Contractor, the Contractor shall take all such steps necessary to address deficiencies in such service (whether through additional training or otherwise).

2.7 Marketing Services

- 2.7.1 In connection with each Fares Revision, the Contractor shall distribute to all parts of the Retail Network such TTL promotional, publicity and other materials, relating to general TTL services, supplied to the Contractor by TTL. The Contractor shall ensure that the distribution of such materials is done in accordance with the instructions of TTL (as may be given from time to time). TTL shall procure and supply to the Contractor, and the Contractor shall distribute to the Retail Agent publicity and advertising material relating to the network of Retail Agents including, but not limited to, signage and advertising for that Retail Agent.
- 2.7.2 The Contractor shall provide all such assistance to TTL relating to the performance and execution of market research, revenue apportionment or other surveys and the Contractor shall distribute to all relevant parts of the Retail Network such questionnaires or other supporting material supplied to the Contractor as TTL may direct.
- 2.7.3 The Contractor shall provide to TTL such assistance as reasonably required by TTL in implementing marketing initiatives throughout the Retail Network.

- 2.7.4 Subject to TTL providing a minimum of fourteen (14) Business Days' advanced notice, the Contractor shall complete distribution of all publicity and advertising material to the relevant parts of the Retail Network within fourteen (14) Business Days of its supply to the Contractor by TTL. The Contractor shall require that the relevant parts of the Retail Network display such material as advised by TTL.

3 Retail Agent Network Services

3.1 General Requirements

- 3.1.1 The Contractor shall procure that the standards of service and facilities from Retail Agents and their staff fully comply with the requirements as set out in the Retail Agent Agreement and the Retail Agent Manual.
- 3.1.2 The standards of service shall address:
- (a) coverage of outlets; and
 - (b) range of products sold.

3.2 Standards of Service

- 3.2.1 The Contractor shall ensure that each Retail Agent operates within a defined set of service guidelines as set out in this Schedule and in accordance with the Retail Agent Manual, which shall include:
- (a) a polite, courteous, well-informed, personable and helpful service;
 - (b) clean, tidy, well-lit and safe shop facilities in which the Retail Agent capability is prominently displayed; and
 - (c) opening hours, which will be maintained as a minimum from 07:00 to 18:00 hours from Monday to Saturday, and, for all Retail Agents appointed since 16 August 2010, will also open on Sundays. The Contractor shall only engage Retail Agents who have opening hours which meet or exceed these minimum hours unless:
 - (i) the Contractor has demonstrated to TTL's reasonable satisfaction that the choice of potential agents with the above opening hours in a postal area is restricted; and
 - (ii) the Contractor has demonstrated to TTL's reasonable satisfaction that shorter opening hours at specific locations would have no adverse impact on sales or would increase sales.
- 3.2.2 The Contractor shall use reasonable endeavours to appoint Retail Agents with longer minimum opening hours at specific sites as may be required by TTL from time to time.
- 3.2.3 If a conflict between the provisions of these service guidelines set out in this paragraph 3.2 and the Retail Agent Manual occurs, the provisions of the Retail Agent Manual shall take precedence.
- 3.2.4 These standards will be confirmed by the application of Mystery Shopper Surveys which will have a scope and frequency to be determined by TTL from time to time.

3.3 Coverage

- 3.3.1 The Contractor shall provide a network of Retail Agents that seek to address the demand for ticket sales as demonstrated by:
- (a) existing and projected sales patterns;

- (b) the demographic nature of the population serviced by the network of Retail Agents; and
- (c) the accessibility of the network to public transport services and their accessibility and levels of service. Where possible Retail Agents should be located within four hundred (400) metres of a public transport passenger boarding point (LUL, Tram Link, DLR, London Overground or TOC station or bus stop).

3.4 Range of Products

- 3.4.1 The Contractor shall ensure that Retail Agents are able to provide the range of Travel Products as are required from time to time pursuant to the Retail Agent Agreement.

3.5 Retail Agent Network

- 3.5.1 The Contractor shall maintain a network which has target and minimum numbers of Retail Agents geographically located in each postal region as set out in Appendix 1. TTL may amend the Postcode Matrix from time to time. Such changes shall be through a Variation. The Contractor shall report to TTL on the total number of Retail Agents at each Period end in accordance with paragraph 7.
- 3.5.2 The Postcode Matrix shall provide for a minimum of three thousand five hundred (3,500) Retail Agents.
- 3.5.3 The Contractor shall appoint additional Retail Agents at their discretion but in consultation with TTL within any of the postcodes listed within the Postcode Matrix, to provide a total number of Retail Agents between a minimum of three thousand nine hundred and fifty (3,950) and a maximum of four thousand (4,000) subject to the maximum number of operational xPERTs being four thousand (4,000).
- 3.5.4 The Contractor shall report on any postcodes with fewer Retail Agents than the minimum number set out in paragraph 3.5.3 each Period in accordance with paragraph 7.
- 3.5.5 TTL may nominate Retail Agent locations by sub-post code (e.g. BR1 1xx). If TTL does so, the Contractor shall use its reasonable endeavours to meet such requirements, notwithstanding the Contractor's overriding obligation to achieve the number of Retail Agents within the post code area (e.g. BR1) and not in respect of specified sub-post codes (e.g. BR1 1xx) within that post code area.
- 3.5.6 The Contractor shall maintain the existing network of Retail Agents and, where necessary, shall replace or appoint additional Retail Agents as set out in this Schedule.
- 3.5.7 Subject to paragraph 3.5.3, the Contractor must maintain the total number of Retail Agent outlets set out in the Postcode Matrix to within +/- ten per cent (10%) in each individual post code in any Period (excluding from the measurement any Retail Agent whose contract is terminated for fraud, insolvency or force majeure, or at TTL's request). Where the total number of Retail Agent outlets in any individual post code area is greater than 10% below that set out in the Postcode Matrix, the Contractor shall remedy this failure either:
- (a) within twenty-eight (28) days, where the number set out in the Postcode Matrix is ten (10) or more for that post code area; or

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- (b) within fifty-six (56) days, where the number set out in the Postcode Matrix is less than ten (10) for that post code area,
- and where the Contractor fails to do so TTL shall be entitled to issue a Minor Warning in accordance with Schedule 12.4 (Contract Management).
- 3.5.8 The Contractor shall equip all new Retail Agents with an adequate number of xPERTs with the applicable functionality as set out in Schedule 5.3 (Retail).
- 3.5.9 Where the Contractor proposes to materially change the scope, nature or extent of the network of Retail Agents or its systems of control the Contractor shall seek TTL's agreement in advance by Variation.
- 3.5.10 No Retail Agent shall be appointed by the Contractor, or continue to be a Retail Agent, if they knowingly bring TTL into disrepute.
- 3.5.11 The Contractor shall maintain a disciplinary process in a form reasonably required by TTL to facilitate action to address any reports of unacceptable behaviour by Retail Agents. Such process shall include as a minimum that:
- (a) on notification by TTL or receipt of a report by TTL from a Third Party the Contractor shall (unless otherwise instructed in writing by TTL):
 - (i) undertake an investigation of the relevant Retail Agent to determine whether the disciplinary process should be invoked in relation to that Retail Agent;
 - (ii) provide its findings to TTL within fourteen (14) Business Days and advise TTL what disciplinary action it intends to apply to the Retail Agent. Such action may include:
 - suspension of Sales Retail Device use for between one (1) Business Day and seven (7) Business Days or otherwise until resolution of problem;
 - termination of the relevant Retail Agent Agreement; and
 - reduction of the commission rate(s) payable to the Retail Agent by one per cent (1%) for a specified period; and
 - (iii) advise the Retail Agent that if he wishes to dispute whether the disciplinary action is reasonable that there is a right of appeal to TTL; and
 - (b) where the Contractor terminates a Retail Agent Agreement, the Contractor shall make available to TTL on request the reasons for such termination.
- 3.5.12 On termination of a Retail Agent Agreement the Contractor shall, within fourteen (14) days, collect from the relevant Retail Agent all xPERTs, publicity material and ticketing media together with any other equipment, Cards or Consumables supplied to that Retail Agent by TTL or the Contractor in accordance with the Retail Agent Agreement.
- 3.5.13 The Contractor shall undertake all work on the premises of Retail Agents in a good workmanlike manner and in accordance with the terms of the Retail Agent Agreement.

- 3.5.14 The Contractor shall ensure that each Retail Agent signs a document confirming that such works have been undertaken in accordance with the Retail Agent Agreement and accepting any equipment provided.
- 3.5.15 The Contractor shall visit each Retail Agent at least once in every twelve (12) months in addition to ensuring the Retail Agent's attendance at Fares Revision seminars. A failure to comply with this requirement shall entitle TTL to require the Contractor to prepare a Corrective Action Plan or to issue a Minor Warning as set out in Schedule 12.4 (Contract Management), at TTL's reasonable discretion. During the visit the Contractor's representative shall re-stock all promotional and publicity material.

3.6 Performance

- 3.6.1 Retail Agent performance is measured through the use of service quality visits, in the form of Mystery Shopper Surveys, to provide objective feedback to the Contractor and TTL on the standard of service delivery at Retail Agents.
- 3.6.2 TTL shall procure from an independent research company a rolling programme of Mystery Shopper Surveys. TTL will notify the Contractor of any changes to the format and questions and shall consider any reasonable comments from the Contractor. All Retail Agents shall be subject to a Mystery Shopper Survey once every two (2) years.
- 3.6.3 The overall score from Mystery Shopper Surveys will be used to determine the standard of service delivery. Points will be applied against a rolling annual score. If the annual score falls below seventy-five per cent (75%) then Service Credits will be applied as set out in paragraph 6.
- 3.6.4 The results of the surveys shall be submitted to the Contractor each quarter in the form of a quantified primary indicator and a series of secondary indicators on a common base and to a specification such that the standard of service can be compared over time.

4 FTIC Services

4.1 General Requirements

- 4.1.1 The Contractor shall ensure all FTICs are equipped with FTIC Retail Devices with the functionality as set out in Schedule 5.3 (Retail) together with such other Consumables as each FTIC requires to issue the Travel Products set out in the Retail Agreement, and where agreed in writing by TTL from time to time, other products on a commercial basis.
- 4.1.2 The Contractor shall ensure that all FTICs are able to issue the agreed range of Travel Products during the TIC Service Day.
- 4.1.3 Where the Contractor terminates a FTIC Agreement, the Contractor shall make available to TTL on request the reasons for such termination.
- 4.1.4 On termination of a FTIC Agreement, the Contractor shall collect from the relevant FTIC all FTIC Retail Devices, publicity material and ticketing media together with any other equipment or stock supplied to that FTIC by TTL or the Contractor in accordance with the Retail Agreement.
- 4.1.5 The Contractor shall not implement any marketing initiative in connection with or through the FTICs without the consent of TTL.
- 4.1.6 The Contractor shall undertake all work on the premises of FTIC in a good workmanlike manner in accordance with the terms of the FTIC Agreement.
- 4.1.7 The Contractor shall ensure that each FTIC signs a document confirming that works carried out under paragraph 4.1.6 have been undertaken in accordance with the FTIC Agreement and accepting any equipment.
- 4.1.8 The Contractor shall procure that FTICs offer for sale the range of Travel Products specified in their Retail Agreement, subject to the limit of the number of blank ticket types supported in the FTIC Retail Device.
- 4.1.9 The Contractor shall record full details and analysis of all System Faults by FTIC, FTIC Retail Device and Component and make such record available to TTL.

5 Sales Retail Devices

5.1 Fault Rectification

- 5.1.1 The Contractor shall maintain System Fault rectification facilities to maximise the amount of time an xPERT is Available. This shall be such that every xPERT shall return to operation with full functionality, or be replaced with an alternative xPERT which operates with full functionality, by the end of the Business Day following the System Fault being reported to the Level 1 Help Desk by the Retail Agent.
- 5.1.2 The Contractor shall maintain System Fault rectification facilities to maximise the amount of time a FTIC Retail Device is Available. The System Fault rectification requirements as set out in Schedule 4.3 (LU Services) shall apply to FTIC Retail Devices.

5.2 Performance

- 5.2.1 Availability shall be measured during the Retail Network Service Day (as set out below) for Retail Agents or TIC Service Day (as set out in Schedule 4.3 (LU Services)) for FTICs, as applicable.
- 5.2.2 The "**Retail Network Service Day**" is 08:00 to 18:00, six (6) days per week including Bank Holidays but excluding Christmas Day.
- 5.2.3 The target Availability for all xPERTs across the Retail Network for reporting purposes shall be ninety-nine per cent (99%) per Period.
- 5.2.4 Where the Availability of any xPERT falls below ninety-two per cent (92%) then Service Credits shall be applied as set out in paragraph 6. The Contractor shall measure and report on any xPERTs where the Availability falls below ninety-two per cent (92%) in any Period, including details of the Retail Agents involved and a reasonable explanation as to the cause of such levels of Availability, in accordance with paragraph 7.
- 5.2.5 The Availability of the FTIC Retail Devices at all the FTICs (the "**FTIC Group**") shall be the aggregate of the Availability of all the FTIC Retail Devices.
- 5.2.6 The target level for the Availability of the FTIC Group each Period for reporting purposes shall be ninety-eight point four per cent (98.4%).
- 5.2.7 The Contractor shall measure and report to TTL on the Availability of all xPERTs and the FTIC Group each Period in accordance with paragraph 7.
- 5.2.8 Where the Availability of the FTIC Group falls below the FTIC Group Poor Performance Threshold set out in paragraph 5.2.9, then TTL may issue a Minor Warning as set out in Schedule 12.4 (Contract Management), requiring the Contractor to:
- (a) ensure that Availability of the FTIC Group in the following Period exceeds the FTIC Group Poor Performance Threshold set out in paragraph 5.2.9; and
 - (b) detail what actions the Contractor shall take and within what time periods to ensure that the Availability is maintained above the FTIC Group Poor Performance Threshold in future.

5.2.9 The FTIC Group Poor Performance Threshold shall be ninety-seven per cent (97%).

6 Service Credits

6.1 Calculation of Service Credits

6.1.1 Service Credits shall apply in accordance with the following:

Para.	Event / Criteria	Service Credits
3.6.3	The annual score from Customer Service Mystery Shopper Surveys falls below seventy-five per cent (75%)	Ten (10) Service Credits per percentage point below seventy-five per cent (75%)
5.2.4	Availability of any individual xPERT falls below ninety-two per cent (92%)	One (1) Service Credit per Device per Period

6.1.2 The Contractor shall report on Service Credits as set out in paragraph 7.

7 Reporting

7.1 The Service Performance Report

7.1.1 In respect of the Retail Network Services, as a minimum, the Contractor shall report to TTL on the following in each Service Performance Report delivered as set out in Schedule 4.1 (Service Delivery):

Para.	Report
3.5.1	Total number of Retail Agents at Period end
3.5.4	Postcodes in deficit and the actions being taken to address those in deficit
5.2.4	Details of where the Availability of xPERTs falls below ninety-two per cent (92%) (Retail Agent numbers and cause)
5.2.7	Availability of all xPERTs and the FTIC Group
6	The specific performance and/or events giving rise to the application of Service Credits and the number of Service Credits to be applied in each Period

7.1.2 Each report set out in the table above shall be provided in respect of the Period prior to the date of provision of the Service Performance Report, unless otherwise specified by TTL.

7.1.3 In addition, the Contractor shall report to TTL on the following, in the following frequencies:

Para.	Report	Frequency
2.2.15	Sales and revenues under the Retail Agreements	Each Period
2.3.2	All Data on the value and volume of sales under each Retail Agreement by type and duration of Travel Product and a reconciliation of stocks of Travel Products and/or Cards procured for, distributed to, held and used by Retail Agents under Retail Agents Agreements	Each Period
4.1.9	Full details and analysis of all System Faults by FTIC, FTIC Retail Device and Component	As requested by TTL

Appendix 1 – Postcode Matrix

Postcode	No. of Retail Agents
BR1	19
BR2	15
BR3	13
BR4	4
BR5	13
BR6	15
BR7	4
BR8	2
CM14	1
CM16	2
CR0	71
CR2	15
CR3	5
CR4	24
CR5	7
CR6	1
CR7	28
CR8	7
DA1	12
DA5	4
DA6	3
DA7	8
DA8	15
DA9	1
DA14	7
DA15	9
DA16	14
DA17	8
DA18	2
E1	30
E2	22
E3	19
E4	21
E5	23
E6	31
E7	23
E8	23
E9	15
E10	27
E11	22
E12	16
E13	27
E14	36

Postcode	No. of Retail Agents
E15	25
E16	21
E17	43
E18	4
E20	1
EC1	31
EC2	4
EC3	4
EC4	6
EN1	10
EN2	12
EN3	25
EN4	9
EN5	14
EN6	8
EN8	3
HA0	17
HA1	14
HA2	17
HA3	24
HA4	14
HA5	10
HA6	4
HA7	4
HA8	25
HA9	16
HP5	1
HP7	0
IG1	24
IG2	10
IG3	14
IG4	5
IG5	6
IG6	10
IG7	5
IG8	9
IG9	3
IG10	4
IG11	20
KT1	12
KT2	12
KT3	16
KT4	6
KT5	5
KT6	15

Postcode	No. of Retail Agents
KT7	0
KT8	7
KT9	6
KT10	2
KT12	0
KT17	2
KT18	1
KT19	5
KT22	1
N1	40
N2	10
N3	11
N4	26
N5	5
N6	5
N7	23
N8	21
N9	23
N10	13
N11	12
N12	13
N13	14
N14	13
N15	28
N16	30
N17	33
N18	18
N19	17
N20	4
N21	8
N22	19
NW1	30
NW2	22
NW3	18
NW4	12
NW5	12
NW6	25
NW7	7
NW8	9
NW9	23
NW10	44
NW11	13
RH1	2
RM1	9
RM2	6

Postcode	No. of Retail Agents
RM3	12
RM5	7
RM6	13
RM7	9
RM8	17
RM9	10
RM10	16
RM11	10
RM12	11
RM13	11
RM14	6
RM15	2
RM17	1
RM19	1
SE1	49
SE2	9
SE3	13
SE4	12
SE5	27
SE6	27
SE7	9
SE8	11
SE9	27
SE10	13
SE11	10
SE12	12
SE13	17
SE14	10
SE15	29
SE16	18
SE17	15
SE18	39
SE19	10
SE20	12
SE21	3
SE22	17
SE23	15
SE24	8
SE25	16
SE26	12
SE27	13
SE28	5
SL1	5
SL3	3
SM1	14

Postcode	No. of Retail Agents
SM2	4
SM3	11
SM4	14
SM5	15
SM6	15
SM7	2
SW1	36
SW2	24
SW3	4
SW4	15
SW5	5
SW6	28
SW7	9
SW8	17
SW9	19
SW10	5
SW11	34
SW12	10
SW13	8
SW14	8
SW15	27
SW16	37
SW17	28
SW18	23
SW19	32
SW20	11
TN16	5
TW1	14
TW2	11
TW3	17
TW4	8
TW5	11
TW6	1
TW7	14
TW8	8
TW9	12
TW10	4
TW11	8
TW12	7
TW13	12
TW14	13
TW15	7
TW16	5
TW17	0
TW18	3

Postcode	No. of Retail Agents
TW19	1
UB1	16
UB2	14
UB3	16
UB4	16
UB5	15
UB6	21
UB7	12
UB8	11
UB9	4
UB10	10
UB11	0
W1	39
W2	27
W3	22
W4	16
W5	17
W6	16
W7	12
W8	4
W9	17
W10	15
W11	9
W12	24
W13	11
W14	11
WC1	25
WC2	23
WD3	1
WD6	9
WD17	3
WD18	2
WD19	1
WD23	5

Appendix 2 – List of FTICs

Kingston
Richmond
Twickenham
Hounslow
Tram Link (Croydon)
Greenwich