

Schedule 4.4 – Rail Services

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1 Introduction

1.1 Scope and Purpose

1.1.1 This Schedule 4.4 (Rail Services) sets out the scope, performance regime, monitoring and reporting requirements for the Rail Services.

1.1.2 The "**Rail Services**" are:

- (a) the Primary Services in relation to the Card Readers and Validators at:
 - (i) Train Operating Company (TOC) Stations;
 - (ii) Network Rail Stations;
 - (iii) London Overground (LO) Stations;
 - (iv) Docklands Light Railway (DLR) Stations; and
 - (v) Tram Link tram stops,together, the "**Rail Sites**"; and
- (b) transmission of TOC Data to and from their Gates to their data landing equipment.

1.2 Device Categories

1.2.1 The Devices used by the Contractor to deliver the Rail Services are:

- (a) Card Readers; and
 - (b) Validators,
- together the "**Validation Devices**".

1.2.2 The Rail Sites vary in scale and the type of Validation Devices through which the Rail Services are delivered. In order to effectively monitor, manage and report on the performance of the Rail Services, such services have been divided into a number of different measurement categories:

- (a) **Rail Services performance** – this comprises all the Validation Devices at all the Rail Sites;
- (b) **Validation Zone performance** – the Validation Devices within each Station Zone are logically grouped into one or more Validation Zones;
- (c) **Device Group performance** – all of the Validation Devices of the same type within the Rail Services; and
- (d) **Operator Group performance** – all of the Validation Devices at Rail Sites operated by a single TOC, Network Rail, London Overground, DLR or Tram Link (each an "**Operator Group**").

1.2.3 The Rail Sites are set out in the Schedule of Sites and Zones.

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- 1.2.4 At the Date of Contract and following consultation with the relevant Site Operators, the number of Validation Zones, the number and type of Devices within each Validation Zone and the Primary Incident criteria for Nominated Stations is specified in the Schedule of Sites and Zones. It is intended that the size of a Validation Zone should be as small as practicable, so that if one Validation Device within the Validation Zone fails, a Customer will not have to move far to locate a working Validation Device.
- 1.2.5 A Validation Zone must contain at least two (2) Validators or three (3) Gates with Card Readers (the “**Minimum Size Requirement**”).
- 1.2.6 The Schedule of Sites and Zones shall be reviewed:
- (a) every six (6) Periods (in particular the Primary Incident criteria for Nominated Stations shall be reviewed); and
 - (b) as part of any Variation which affects the number of type of Devices or Validation Zones at any Rail Site or the number of Rail Sites.

2 Performance

2.1 Generally

- 2.1.1 The Primary Services are set out in Schedule 4.1 (Service Delivery). Details of the financial impact of the Service Credit and Service Bonus regime (if applicable) are set out in Schedule 12.1 (Charges and the Financial Model).
- 2.1.2 Availability at all Rail Sites shall be measured during the relevant Rail Service Day.
- 2.1.3 The "**Rail Service Day**" shall be:
- (a) for Rail Sites, other than Nominated Stations, the period between 06:00 and 22:00;
 - (b) for Nominated Stations, the period between 06:00 and midnight; and
 - (c) where a Primary Incident has occurred at a Nominated Station or Clapham Junction, the period between 05:00 and 01:00 the following day,
- seven (7) days per week including Bank Holidays but excluding Christmas Day.
- 2.1.4 There are a number of Rail Sites which are major station interchanges with high levels of Passenger traffic (the "**Nominated Stations**" as set out in Appendix 1), therefore the Rail Service Day is longer than for other Rail Sites to ensure increased coverage. Clapham Junction, though not considered to be a Nominated Station, shall have its Service Day extended (as set out in paragraph 2.1.3(c)) when a Primary Incident occurs.
- 2.1.5 In this Schedule, where time periods are expressed in Service Hours this shall be measured in the Rail Service Day.
- 2.1.6 The number of and names of the specific Rail Sites within the Nominated Stations as set out in Appendix 1 shall be reviewed and revised by TTL annually to reflect any changes in the Transport Network or operations. Amendments to Appendix 1 shall be through a Variation.
- 2.1.7 A System Fault in connection with the Rail Services shall not be considered to be a Service Affecting Fault where:
- (a) the cause of the System Fault was outside of the control of the Contractor, save where such failure is caused by a sub-contractor or agent of the Contractor;
 - (b) the System Fault is caused (other than by failure in workmanship, material or design of the Validation Device) by:
 - (i) Minor Vandalism or Major Vandalism;
 - (ii) use by a TOC, their subcontractors and agents other than in accordance with the manuals, operator guides and functional specifications provided for the relevant Validation Device; or

- (iii) damage caused by a TOC to the Validation Device including by permitting or not preventing exposure of the Validation Device to dust, water or other substance detrimental to the operation of the Validation Device;
 - (c) the System Fault arises in circumstances where a TOC has not complied with its obligations under the relevant Third Party Agreement; or
 - (d) the duration of the System Fault is less than ten (10) consecutive minutes (unless such a System Fault occurs more than three (3) times in any single Rail Service Day, in which case it shall be treated for this purpose as one (1) System Fault commencing at the start of the third such System Fault in that Rail Service Day).
- 2.1.8 Where a System Fault (including a Service Affecting Fault) occurs in relation to a Validation Device outside the relevant Rail Service Day, then the period to remedy such a System Fault as set out in this Schedule shall not commence until the start of the next Rail Service Day.
- 2.1.9 The Validation Devices are connected by an Ethernet Local Area Network which includes the cabling, network switching and routing equipment and the Station Computer. The requirements for the performance of the ELAN are set out in Schedule 4.1 (Service Delivery).

2.2 Rail Services performance

- 2.2.1 The Availability of the Rail Services shall be the aggregate of the Availability of all the Validation Devices at all Rail Sites.
- 2.2.2 The Contractor shall measure and report to TTL the Availability of the Rail Services each Period in accordance with paragraph 4.
- 2.2.3 The target for the Availability of the Rail Services each Period for reporting purposes shall be ninety-nine point nine three per cent (99.93%).

2.3 Validation Zone performance

- 2.3.1 The Contractor shall measure and report to TTL the Availability of each Validation Zone (as set out in the Schedule of Sites and Zones) each Period in accordance with paragraph 4.
- 2.3.2 The target for the Availability of each Validation Zone each Period for reporting purposes shall be ninety-nine point nine three per cent (99.93%).
- 2.3.3 Where fifty per cent (50%) or more of Validation Devices or Validation Zones across all the Rail Sites are affected by the same System Fault or a series of different System Faults at any one time, this shall represent a "**Catastrophic Failure**" and Service Credits as set out in paragraph 3 shall be applied. Catastrophic Failures shall be handled by the Contractor in accordance with the provisions relating to Category 1 Major Incidents set out in Schedule 8.3 (Major Incident Management).

2.4 Device Group performance

- 2.4.1 The Contractor shall measure and report to TTL the Availability of each Device Group each Period in accordance with paragraph 4.

2.4.2 The target for the Availability of each Device Group each Period for reporting purposes shall be ninety-nine point nine three per cent (99.93%).

2.5 Operator Group performance

2.5.1 The Contractor shall measure and report to TTL the Availability of each Operator Group each Period in accordance with paragraph 4.

2.5.2 The target for the Availability of each Operator Group each Period for reporting purposes shall be ninety-nine point nine three per cent (99.93%).

2.6 Primary and Secondary Incidents

2.6.1 As each Validation Zone contains multiple Validation Devices, the performance regime provides for a period for the Contractor to remedy a Service Affecting Fault to a single Validation Device within any Validation Zone prior to Service Credits being applied.

2.6.2 A "**Primary Incident**" means:

- (a) in respect of a Station other than a Nominated Station, the occurrence at any one time of two (2) or more Validation Devices in a Validation Zone having a Service Affecting Fault, provided that the Validation Zone meets the Minimum Size Requirement; or
- (b) in respect of a Nominated Station, at any one time the number of Validation Devices set out in the Schedule of Sites and Zones for the relevant Validation Zone have a Service Affecting Fault.

2.6.3 A "**Secondary Incident**" means:

- (a) one (1) or more of the Validation Devices in a Validation Zone having a Service Affecting Fault which does not constitute a Primary Incident; or
- (b) all the Validation Devices in a Validation Zone which does not meet the Minimum Size Requirement having a Service Affecting Fault.

2.6.4 Service Credits as set out in paragraph 3 shall be applied from the commencement of the Primary Incident.

2.6.5 The Contractor has a clearance time of sixteen (16) Service Hours for the resolution of Secondary Incidents. Service Credits as set out in paragraph 3 shall apply after sixteen (16) Service Hours from the commencement of the Secondary Incident.

2.7 Repeat Failures

2.7.1 The Contractor shall ensure that no single Validation Device has:

- (a) four (4) or more System Faults in any single Period; or
- (b) six (6) or more System Faults in any six (6) consecutive Periods.

2.7.2 In the event that the Contractor fails to comply with paragraph 2.7.1(a) or (b), the Contractor shall prepare and issue a Corrective Action Plan in accordance with Schedule 12.4 (Contract Management) and shall include those Corrective Action

Plans in the appropriate Service Performance Report relating to the relevant Period for discussion at the Service Review Meeting.

- 2.7.3 The Contractor shall specifically report to TTL the number of Validation Devices that have had more than four (4) System Faults in any single Period in the Service Performance Report.

2.8 Safety Related Requirements

- 2.8.1 The Contractor shall make safe a Critical Failure within sixty (60) minutes of notification (or seventy-five (75) minutes if the Critical Failure occurs outside Zone 1). The Contractor shall report each Critical Failure and the time taken to make safe such Critical Failure to TTL each Period in accordance with paragraph 4.
- 2.8.2 The Contractor shall make safe a Critical Failure by ensuring that:
- (a) there is no cause for Passengers to be physically harmed in any way in the course of them using the Transport Network;
 - (b) there is no cause for Operator Personnel to be physically harmed in any way in the course of them discharging any operational duties;
 - (c) the area in which the Critical Failure has occurred shall be made clear of any hazards; and
 - (d) the Critical Failure area is made safe in accordance with safety Standards as set out in Schedule 9.3 (Standards).
- 2.8.3 Service Credits as set out in paragraph 3 shall apply if the Critical Failure is not made safe within the time frames as set out in paragraph 2.8.1.

2.9 Vandalism

- 2.9.1 Graffiti shall not be considered vandalism for the purposes of this Schedule but shall be dealt with in accordance with paragraphs 2.9.2 to 2.9.5.
- 2.9.2 Where graffiti does not affect the functionality of Validation Devices it shall be considered to be "minor" and the Site Operator shall address such instances of graffiti.
- 2.9.3 If graffiti affects the functionality of the Validation Devices or the graffiti is deemed by TTL to be offensive or the Parties otherwise agree that it should not be classified as "minor", this shall be a "major" instance of graffiti. For a major instance of graffiti, TTL may request the Contractor to perform works to return the Site affected to normal operation at TTL's cost.
- 2.9.4 The Contractor has a clearance time of twenty-four (24) hours including weekends and all Bank Holidays but excluding Christmas Day for the resolution of Minor Vandalism.
- 2.9.5 Escalation shall be in accordance with the Escalation Process if Minor Vandalism is not cleared within twenty-four (24) hours. In the event of Major Vandalism the Contractor and TTL shall agree in the twice daily meetings as set out in Schedule 4.1 (Service Delivery) a target clearance time for the resolution of each incident. The Contractor shall remedy the Major Vandalism within the period agreed.

3 Service Credits

3.1 Calculation of Service Credits

3.1.1 Service Credits shall be applied in accordance with the following:

Para.	Event / Criteria	Service Credits
2.3.3	In respect of a Catastrophic Failure:	
	for the first four (4) Service Hours or part thereof	Two hundred and seventy-five (275) Service Credits
	for the subsequent four (4) Service Hours or part thereof	Two hundred and twenty-five (225) Service Credits
	for the subsequent sixteen (16) Service Hours	Fifty-five (55) Service Credits per Service Hour or part thereof
	for the subsequent twenty-four (24) Service Hours	Thirty (30) Service Credits per Service Hour or part thereof
2.6.4	Each Primary Incident	Two (2) Service Credits per Service Hour or part thereof
2.6.5	Failure to remedy a Secondary Incident within sixteen (16) Service Hours	One (1) Service Credit per Service Hour for each subsequent Service Hour or part thereof
2.8.3	Failure to make safe a Critical Failure within sixty (60) minutes of notification (or seventy-five (75) minutes if the Critical Failure occurs outside Zone 1)	One (1) Service Credit per Service Hour or part thereof

3.1.2 The Contractor shall report on Service Credits as set out in paragraph 4.

4 Reporting

4.1 The Service Performance Report

4.1.1 In respect of the Rail 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
2.2.2	Availability of the Rail Services
2.3.1	Availability of each Validation Zone, grouped by Operator Group
2.4.1	Availability of each Device Group
2.5.1	Availability of each Operator Group
2.7.2	Corrective Action Plans developed (if any) in the relevant Period
2.8.1	Critical Failures and the time taken to make safe such Critical Failure
3	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

4.1.2 Each report set out in the tables 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.

Appendix 1 – Nominated Stations

London Bridge
Charing Cross
Victoria
Waterloo East
Cannon Street
Liverpool Street
Waterloo
Fenchurch Street
King's Cross
St Pancras