

Schedule 4.10 – Sales & Consumables

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Transport for London

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1 Introduction

1.1 Scope and Purpose

1.1.1 This Schedule 4.10 (Sales & Consumables) sets out the scope, performance regime and management requirements in relation to the Sales and Consumables Management Services.

1.1.2 The "**Sales and Consumables Management Services**" are:

- (a) Travel Product sales fulfilment services for Third Parties including, but not limited to:
 - (i) Corporate Customers;
 - (ii) tourist Customers (including but not limited to Overseas Agents);
 - (iii) Local Education Authorities (LEAs); and
 - (iv) London Councils,all such Third Parties being "**Bulk Customers**"; and
- (b) the supply and distribution of Consumables relating to:
 - (i) Devices;
 - (ii) Token media; and
 - (iii) information and notices.

1.2 Sales Management

1.2.1 TTL has entered into various agreements relating to the sale of Travel Products with:

- (a) organisations who wish to bulk purchase Travel Products and issue them free of charge to their staff ("**Corporate Customers**");
- (b) companies in relation to resale to UK and overseas tourist Customers (including Overseas Agents);
- (c) LEAs who wish to bulk purchase Travel Products and issue them free of charge to scholars; and
- (d) London Councils who wish to provide concessionary travel to specific groups of London residents,

each such agreement being a "**Sales Agreement**".

1.2.2 TTL requires the Contractor to act as its agent in respect of these Sales Agreements. The Contractor shall:

- (a) supply the Travel Products to Bulk Customers in accordance with the relevant Sales Agreement;
- (b) ensure that the revenue for the sales is properly accounted for and paid to TTL;

- (c) administrate the Sales Agreements on TTL's behalf; and
 - (d) manage stock reconciliation, accounting, fraud prevention and reporting processes in relation to the Sales Agreements.
- 1.2.3 Where TTL enters into additional Sales Agreements in a new or revised form, these shall be added by Variation.
- 1.2.4 TTL may require the Contractor to enter into a Sales Agreement with a current (in the case of a renewal) or proposed Bulk Customer in the appropriate standard form (as may be specified by TTL) on TTL's behalf. The Contractor agrees to do all such things as necessary to ensure that such Sales Agreements are executed in a timely manner.
- 1.2.5 TTL may develop and procure from an independent research company a system of quality assurance (including sampling techniques) to establish objective feedback to the Contractor and TTL on the standard of service delivery under some or all of the Sales Agreements typically using Mystery Shopper Surveys.

1.3 Consumables Management

- 1.3.1 The Contractor shall procure (with the exception of Prestige Cards), supply, distribute, account for and report to TTL each Period on Consumables, except as otherwise specified in this Schedule, to maintain the Sales and Consumables Management Services as set out in paragraphs 3 and 4. The Contractor shall report on Consumables management in accordance with paragraph 6.
- 1.3.2 The Contractor shall enable Smart Cards as set out in Schedule 5.5 (Prestige Cards and Enablement) for use on the System.

2 Sales Management

2.1 General Requirements

- 2.1.1 The Contractor shall act as TTL's agent in respect of each Sales Agreement and shall act at all times in accordance with the provisions of this Schedule.
- 2.1.2 The Contractor shall perform TTL's obligations under the Sales Agreement such that TTL does not breach any terms of the Sales Agreement.
- 2.1.3 The Contractor shall ensure that the Bulk Customer under the Sales Agreement performs its obligations in accordance with the terms of the Sales Agreement and the Contractor shall enforce TTL's rights under the Sales Agreement.
- 2.1.4 The Contractor shall procure the payment directly to TTL of all revenues arising from the Sales Agreement in accordance with the terms of the Sales Agreement.
- 2.1.5 The Contractor shall provide to TTL reconciliations of stocks of Travel Products and/or Cards procured for and distributed to Bulk Customers under the Sales Agreement.
- 2.1.6 The Contractor shall provide to TTL delivery receipts (in an appropriate form to be agreed) for Cards procured by TTL and delivered to the Contractor. The Contractor shall advise TTL if any Cards delivered are defective in manufacture or cannot be enabled by the Contractor within one (1) Business Day of discovery of such defect(s).
- 2.1.7 The Contractor shall provide on a four (4) weekly basis:
- (a) a forecast of demand for Cards for the following fifty-two (52) weeks;
 - (b) a forecast of the Cards to be ordered by TTL to meet such demand; and
 - (c) a Card enablement schedule,
- in formats to be agreed between TTL and the Contractor.
- 2.1.8 TTL shall develop and implement a procurement plan for Smart Cards based on the Contractor's reasonable forecasts provided under paragraph 2.1.7 above (including any reasonable risks clearly highlighted by the Contractor in such forecasts).
- 2.1.9 The Contractor shall provide accounting data and sales information to TTL in relation to all sales under the Sales Agreements to enable detailed reporting. Provision of such accounting data and sales information to TTL shall be part of the Critical Output File in accordance with the relevant requirements as set out in Schedules 11.4 (Revenue and Accounting Services) and 11.5 (Information and Reporting Services).
- 2.1.10 Where provided for in the relevant Sales Agreement, the Contractor shall permit Bulk Customers' commission as specified in that Sales Agreement or as otherwise agreed in writing in advance by TTL.
- 2.1.11 Where any deficiencies in the performance of the Sales and Consumables Management Services by the Contractor are highlighted pursuant to paragraph 1.2.5, the Contractor shall correct such deficiencies.

- 2.1.12 The Contractor shall co-operate with any surveys or other activities TTL wishes to undertake for general research purposes to assess the volume and the value of travel being made.
- 2.1.13 The Contractor shall use all reasonable endeavours to prevent any Bulk Customer from operating fraudulently in relation to its Sales Agreement, any Travel Products or the sale of Travel Products.
- 2.1.14 On discovery of any fraud or purported fraud in any matter connected with the Sales Agreement, the Contractor shall as soon as reasonably possible investigate and make all reasonable endeavours to prevent the fraud or attempted fraud from continuing.
- 2.1.15 The Contractor shall notify TTL within one (1) Business Day of discovery of any fraud or attempted fraud in any matter connected with the Sales 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.
- 2.1.16 The Contractor shall collect all necessary evidence and procure the collection of evidence relating to fraud or attempted fraud by Bulk Customers or any suspected Third Party in connection with the Sales Agreement to assist TTL in the prosecution of any unauthorised action.
- 2.1.17 The Contractor shall distribute all promotional, publicity and other materials as may be required by TTL from time to time. For any publicity material in connection with Fares Revisions, such materials shall be provided by the Contractor to Bulk Customers at least seven (7) Business Days in advance of such revisions taking effect, or as required by Schedule 10.3 (Fares Revision), whichever is the earlier.
- 2.1.18 The Contractor shall train and provide support materials to each Bulk Customer where required as part of a Fares Revision as set out in Schedule 10.3 (Fares Revision) and as otherwise reasonably required by TTL from time to time to ensure all Bulk Customers are able to provide an effective service to Customers.
- 2.1.19 The Contractor shall act in accordance with TTL policy guidelines (as notified by TTL to the Contractor from time to time) in its dealing with Bulk Customers under the Sales Agreements.
- 2.1.20 The Contractor shall bring to TTL's attention breach of any Sales Agreement by any Bulk Customer and shall, if appropriate and only after written agreement by TTL, terminate such Sales Agreement.
- 2.1.21 The Contractor shall prepare and deliver to TTL a report of sales and revenues under each Sales Agreement within twenty-eight (28) days of the end of each TTL Financial Year. Such report shall contain, as a minimum, the content specified in the Critical Output File and shall be in such format as determined by TTL and notified to the Contractor.
- 2.1.22 The Contractor shall attend such meetings as reasonably required by TTL to discuss the sales and revenue report prepared in accordance with paragraph 2.1.21.

2.2 Accounting and Financial Management

- 2.2.1 The Contractor shall procure payment of sums due under each Sales Agreement in accordance with the payment procedures specified in the relevant Sales Agreement. The Contractor shall reconcile those revenues received to the Travel Products and/or Cards sold under the Sales Agreement and account to TTL for all revenue generated by Card Type and Travel Product. The Contractor shall be liable for all revenues generated from the sale of Travel Products and/or Cards where such revenues have not been accounted for by the Bulk Customers.
- 2.2.2 The Contractor shall demonstrate to TTL on an annual basis that stocks of Travel Products and Cards and the sale of Travel Products and Cards are reconciled with stocks of Travel Products and Cards which are out of date, where applicable.
- 2.2.3 The Contractor shall provide to TTL comprehensive transaction accounts for sales of Travel Products and Cards under each Sales Agreement and demonstrate that sales and credits to TTL's Bank are reconciled on a weekly and four (4) weekly basis.
- 2.2.4 The Contractor shall provide to TTL all necessary information in relation to administration charges payable by any Bulk Customer pursuant to the terms of the relevant Sales 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.
- 2.2.5 The Contractor shall not make any claim under a Sales Agreement in relation to any indemnity for consequential or indirect 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.

2.3 Concessionary Permits

- 2.3.1 The Contractor shall not invoice or collect any of the revenues due to TTL from the London Councils as a result of the supply of Concessionary Permits pursuant to TTL's statutory obligations under the Greater London Authority Act 1999 or otherwise, as such revenues shall be invoiced and collected directly by TTL.

2.4 Local Education Authorities

- 2.4.1 The Contractor shall account for and make available to TTL on request an audit trail of all LEA Tickets supplied by and returned to the Contractor.

3 Device Consumables

3.1 Generally

- 3.1.1 The Contractor shall monitor the turnover of Consumables as set out in Appendix 1 to this Schedule in all Devices and for all Sales Agreements as set out in paragraph 4.2, and for all Services as set out in paragraphs 4.3 to 4.5 inclusive, so that the Contractor:
- (a) ensures it maintains adequate stocks of Consumables to support the continued operation of the relevant Devices, Sales Agreements and Sales and Consumables Management Services in accordance with the Contract; and
 - (b) distributes such Consumables to the appropriate Sites where stock levels are not sufficient to deliver the required Services.

4 Token Media

4.1 Generally

- 4.1.1 The Contractor shall ensure that all Magnetic Tickets procured and distributed by the Contractor shall:
- (a) be fully compatible with and work with all Validation Devices and Retail Devices as set out in Schedules 5.2 (Validation and Access Control) and 5.3 (Retail); and
 - (b) conform to all relevant standards set out in Schedule 9.3 (Standards).
- 4.1.2 The Contractor shall ensure that all Cards enabled and distributed by the Contractor shall:
- (a) be fully compatible with and work with all Card Readers as set out in Schedule 5.2 (Validation and Access Control); and
 - (b) conform to all relevant standards as set out in Schedule 9.3 (Standards).
- 4.1.3 The Contractor shall visually examine samples of all Consumables prior to delivery to Sites, Retail Agents, FTICs and Bulk Customers to ensure their conformity with the relevant standards as set out in Schedule 9.3 (Standards).
- 4.1.4 The Contractor shall enable all Smart Cards procured by TTL and delivered to the Contractor's Sites.
- 4.1.5 The Contractor shall make available to TTL on request an audit trail of each stage of production (where applicable), enablement, storage, despatch, sale or distribution, invoicing and accounting for individual Cards by reference to each Cards' unique serial number.
- 4.1.6 The Contractor shall maintain sufficient stocks of Consumables as set out in paragraph 3.1.1 at each sales outlet to enable the sale of the range of Travel Products as set out in the relevant Retail Agreement or Sales Agreement.
- 4.1.7 The Contractor shall make available to TTL on request details of individual magnetic tickets or Cards distributed to any sales outlet.

4.2 Sales Agreement Consumables

- 4.2.1 The Contractor shall deliver Travel Products and all necessary Consumables to each Bulk Customer within ten (10) Business Days of an order under a Sales Agreement, or as otherwise agreed with that Bulk Customer.
- 4.2.2 The Contractor shall ensure that all orders made by the Bulk Customer are received by the Bulk Customer at least seven (7) Business Days before the beginning of the travel validity for such Travel Products, subject to satisfactory commercial arrangements, as described in the relevant Sales Agreement. For sales to LEAs, this shall be seven (7) Business Days before the end of the previous school term for the relevant LEA, unless otherwise agreed in writing between the Contractor and the relevant LEA.
- 4.2.3 The Contractor shall employ appropriate secure forms of transport and delivery for Tokens and Consumables.

Overseas Agents

- 4.2.4 The Contractor shall distribute such Travel Products as are required by Overseas Agents for sale to overseas tourist Customers.
- 4.2.5 The Contractor shall record the ticket numbers and despatch such order of TTL Travel Products and Consumables to the Overseas Agent or overseas tourist Customer, as the case may be, by the most appropriate method having regard to security, the destination and urgency of each order. In any event, the Contractor shall despatch such order no later than ten (10) Business Days following the day on which an order is notified to the Contractor, or as otherwise agreed in writing between the Contractor and the Overseas Agent.

Concessionary Permits

- 4.2.6 The Contractor shall distribute Concessionary Permits and all agreed Consumables to London Councils.
- 4.2.7 The Contractor shall collect surplus and surrendered Prestige Cards from London Councils on request and within a reasonable timeframe.
- 4.2.8 The Contractor shall confirm with TTL the number of Concessionary Permits to be issued to the London Councils and London Council Nominated Agents, and shall notify TTL of such Concessionary Permits in sufficient time to allow for the procurement of Prestige Cards by TTL (if applicable) and the enablement and issue of Prestige Cards by the Contractor. In any event, this shall be completed:
- (a) in the case of commencement of the renewal cycle for Concessionary Permits, six (6) months before the date notified to the Contractor for the commencement of such cycle; or
 - (b) in the case of Prestige Cards, on a regular basis.
- 4.2.9 The Contractor shall collect all unused and invalid Concessionary Permits within six (6) months following a change in Concessionary Permits. The Contractor shall invalidate such Concessionary Permits no later than sixteen (16) weeks after collection, provided that TTL has given its prior written authority for the destruction of such Concessionary Permits.

Local Education Authorities

- 4.2.10 The Contractor shall procure that LEAs and/or their nominated agents return surplus and surrendered Travel Products when Consumables that have been delivered to the LEAs and/or their nominated agents are no longer required.
- 4.2.11 The Contractor shall procure, sell and distribute Travel Products for sale to LEAs in accordance with the LEA's requirements to issue Travel Products valid for school term dates.
- 4.2.12 The Contractor shall keep and make available to TTL a full record of the Travel Products despatched to each LEA. All Travel Products provided by the Contractor to LEAs shall be individually identifiable.
- 4.2.13 The Contractor shall deliver all Travel Products and Consumables to each LEA to meet its requirements for each school term subject to the LEA submitting its order one (1) term in advance.

4.2.14 If a LEA fails to submit its order for Travel Products and Consumables one (1) term in advance, the Contractor shall use its reasonable endeavours to deliver Travel Products and Consumables in advance of the start of the relevant school term, or otherwise as soon as reasonably practicable.

4.2.15 The Contractor shall procure that LEAs and/or their nominated agents return all invalid Travel Products within six (6) months of a change in LEA Travel Products and invalidate such Travel Products no later than sixteen (16) weeks after their return provided that TTL has given its prior written authority for the destruction of such Travel Products.

4.3 Bus Garages

4.3.1 The Contractor shall deliver to Garages no more Consumables than the Bus Operating Company can accommodate.

4.3.2 Information on the quantities and types of Consumables issued by each Garage per week may be supplied by TTL to the Contractor so that adequate replenishment quantities of such Consumables are provided by the Contractor. If such information is not supplied by TTL, the Contractor shall use bus usage statistics to determine the necessary quantities of Consumables to be supplied.

4.4 Rail and Underground Stations

4.4.1 The Contractor shall deliver Consumables to:

- (a) all LU Sites;
- (b) all National Rail Retail Locations; and
- (c) all Fulfilment Sites.

4.5 Staff and Contractor Passes

4.5.1 Staff Passes shall take the form of a Card either incorporating or linked to a Staff ID card.

4.5.2 The Contractor shall provide and enable Cards to TTL to allow:

- (a) the issue of Staff Passes and Staff ID cards (if separate) to approved individuals, and preparation of Staff Passes and other documentation for issue at remote locations;
- (b) replacement of lost, recalled and defective Staff Passes; and
- (c) administration of details of individuals to whom Staff Passes have been issued.

4.5.3 The Contractor shall provide mechanisms to issue and manage the temporary issue of travel passes for staff and agreed Third Parties ("**Bearer Passes**").

4.5.4 The Contractor shall provide mechanisms to issue and manage the temporary issue of travel passes for TTL contractors ("**Contractor Passes**").

4.5.5 TTL may require the Contractor to provide information to TTL to allow TTL to monitor the use of Bearer Passes and Contractor Passes. If TTL requires such information it

shall first consult with the Contractor and following such consultation, the Contractor shall use all reasonable endeavours to provide TTL with such information.

- 4.5.6 The Contractor shall provide information to TTL on the expiry dates of all Cards including retail Cards, Staff Passes, Staff ID cards (if separate to Staff Passes), Bearer Passes and Contractor Passes, in a format specified by TTL after consultation with the Contractor.
- 4.5.7 TTL shall use the HOM functionality as set out in Schedule 5.3 (Retail) to supply test Prestige Cards for testing and Service readiness as set out in Schedule 10.2 (Programme and Project Lifecycle). In the event that TTL reports a System Fault with the HOM, the Contractor shall use reasonable endeavours to restore full functionality within twenty four (24) Service Hours and shall also provide TTL any test Cards which TTL would otherwise have been able to configure using the HOM during the period of time full functionality of the HOM is unavailable.

5 Notices and Information

5.1 Generally

- 5.1.1 The Contractor shall ensure that all Devices have appropriate instructions affixed to ensure their proper operation by Customers and Operator Personnel.
- 5.1.2 The Contractor shall distribute all Customer and staff information notices as set out in Schedule 10.3 (Fares Revision) and as instructed by TTL through the Variation process.

6 Reporting

6.1.1 In respect of the Sales and Consumables Management Services, as a minimum, the Contractor shall report to TTL on the following:

Para.	Report	Frequency
1.3.1	Consumables Report: the Consumables required to deliver the Services and to operate the System, or support such actions, as set out in Schedule 4.1 (Service Delivery)	Each Period, in conjunction with the Service Performance Report as set out in Schedule 4.1 (Service Delivery)
2.1.9 and 2.1.21	Sales and revenues reports in relation to the sales under the Sales Agreements	Each day, Period and TTL Financial Year as part of the Critical Output File set out in Schedule 11.4 (Revenue and Accounting Services) and Schedule 11.5 (Information and Reporting Services)

6.1.2 Each report set out in the tables above shall be provided in respect of the day, Period or TTL Financial Year prior to the date of provision of the relevant report (where applicable), unless otherwise specified by TTL.

Appendix 1 – Consumables

As at the Date of Contract the Consumables required to deliver the Services are:

	Consumable	ST Sites	London Underground	EAL	TICs and FTICs	London Overground	National Rail Retail Locations	Fulfilment Sites	Heathrow T5	Retail Agents	Bulk Customers ¹	TTL Staff Travel	London Councils	TTL Customer Experience
	Magnetic Sales/ Support													
1	All magnetic tickets-pre cut		√	√	√						√			√
2	Magnetic value stock			√							√			
3	Magnetic tickets - rolls (thermal)		√								√			
4	Magnetic tickets - rolls (print)		√								√			√
5	Gold record cards		√		√			√			√			√
6	Blue record cards		√		√			√			√			√
	Desfire/Classic stock													
7	Desfire Retail		√	√	√	√	√	√	√	√	√			
8	Desfire Retail (commemorative)		√	√	√	√	√		√	√	√			
9	Desfire Visitor (enabled stock)				√						√			
10	Desfire Visitor (issued stock with various PAYG denominations)										√			
11	Desfire Student (18+)							√						
12	Desfire Zip							√						

¹ Including TOCs for their own staff and some contractors

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	Consumable	ST Sites	London Underground	EAL	TICs and FTICs	London Overground	National Rail Retail Locations	Fulfilment Sites	Heathrow T5	Retail Agents	Bulk Customers ¹	TTL Staff Travel	London Councils	TTL Customer Experience
13	Desfire 60+							✓						
14	Desfire Staff											✓		
15	Desfire Staff Nominee											✓		
16	Desfire Bus Operator											✓		
17	Desfire Bus Operator Nominee											✓		
18	Desfire Retired											✓		
19	Desfire Contractor										✓	✓		
20	Desfire Oyster Gate Permit													✓
21	Desfire Engineers Pass							✓						
22	Desfire Freedom Elderly												✓	
23	Desfire Freedom Disabled												✓	
25	Mifare Classic Staff Nominee ²										✓	✓		
27	Mifare Classic Contractor ³										✓	✓		
28	Mifare Classic Retired ⁴										✓	✓		
	Ticket office													
30	TOM receipt rolls (TH243)		✓		✓									✓
31	TOM ink ribbons		✓		✓									✓
32	TOM printer ribbons		✓		✓									✓
33	Reject ink striper ribbons		✓		✓									✓
34	Staff fares list		✓											
35	Female laminated photo cards		✓											
36	Male laminated photo cards		✓											
37	Ticket seller and customer service		✓		✓			✓						✓

² Only until any stock existing at the Date of Contract is exhausted

³ Only until any stock existing at the Date of Contract is exhausted

⁴ Only until any stock existing at the Date of Contract is exhausted

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	Consumable	ST Sites	London Underground	EAL	TICs and FTICs	London Overground	National Rail Retail Locations	Fulfilment Sites	Heathrow T5	Retail Agents	Bulk Customers ¹	TTL Staff Travel	London Councils	TTL Customer Experience
	assistant ID cards													
	Gatelines/ Validation devices													
38	Transporter belts		✓	✓		✓								
39	Gate ID stickers		✓	✓		✓								
40	All Card Reader vinyls (Pink and yellow)		✓	✓		✓	✓	✓	✓					
41	Device keys (all keys including internal)		✓	✓										
	POMs													
42	All Device ID stickers		✓											
43	Device keys (all keys including internal)		✓											
44	Device labels - instructions to use		✓											
45	QBM receipt rolls		✓											
46	QBM ticket rolls		✓											
47	POM ink ribbons		✓											
48	POM printer ribbons		✓											
49	POM reject ink stripper ribbons		✓											
	Surface													
50	ETM thermal roll	✓ ⁵												
51	PTID thermal roll	✓												
52	Emergency ticket packs	✓												
53	Bus saver tickets										✓			
54	Sign on cards	✓ ⁶												

⁵ Until 01 September 2016

⁶ Until 01 September 2016

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	Consumable	ST Sites	London Underground	EAL	TICs and FTICs	London Overground	National Rail Retail Locations	Fulfilment Sites	Heathrow T5	Retail Agents	Bulk Customers ¹	TTL Staff Travel	London Councils	TTL Customer Experience
55	Temp authority to travel	√									√			
56	Garage terminal thermal ticket roles	√												
57	Engineering Report Form (ERF)	√												
	Other													
58	Maintenance and failure register		√											
59	All other stickers (apart from ID and Card Reader vinyl)		√											
60	RT / xPERT rolls/T35a			√	√					√				√
61	RT inkjets			√	√									√
62	RT cleaning tickets			√	√									√
63	RT test tickets			√	√									√
64	Oyster registration forms	√	√	√	√	√	√			√				
65	Date stampers (pairs)										√			
66	Wallets LUL season ticket		√	√	√	√	√	√		√	√	√		
67	Advertising wallets		√	√	√	√		√		√				
68	Card Reader vinyls (yellow only)		√		√	√	√	√		√	√	√		√
69	Device keys		√											
70	Agent fares list									√				
71	All SAF Consumables		√								√			
72	Rail Consumables (Overground)		√											
73	Bearer and contractor passes											√		
74	UTS gate permits										√	√		
75	NR employee gate permits										√	√		