

Schedule 4.5 – Support Services

TfL RESTRICTED

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1 Introduction

1.1 Scope and Purpose

- 1.1.1 This Schedule 4.5 (Support Services) sets out the scope, performance regime, monitoring and reporting requirements for the Support Services.
- 1.1.2 The "**Support Services**" are:
- (a) the Primary Services in relation to the Devices provided to Fulfilment Parties;
 - (b) the Pearl Services; and
 - (c) any other services provided by the Contractor pursuant to the provisions of this Schedule.
- 1.1.3 The Support Services provided by the Contractor are to support the following services provided by Third Parties:
- (a) off system sales fulfilment;
 - (b) lost and stolen Card replacement;
 - (c) concessionary scheme management; and
 - (d) third party product retail.

1.2 Fulfilment Parties

- 1.2.1 As at the Date of Contract, the Third Parties with whom TTL has contracted in relation to the Support Services are:
- (a) the Fulfilment Parties set out in Appendix 1; and
 - (b) the Pearl Services Third Parties set out in Appendix 2.

1.3 Devices

- 1.3.1 The Contractor shall supply and maintain Devices for the Fulfilment Parties, to supply and support Pearls to deliver these Support Services. The Devices currently supplied to Fulfilment Parties are set out in Appendix 1.
- 1.3.2 Any amendments to the Appendices to this Schedule shall be through a Variation.
- 1.3.3 Fulfilment Parties who operate outside the M25 have been and shall continue to be provided with additional spare and/or standby Devices by TTL, which staff at those Fulfilment Sites can bring into operation when another Device fails. This is to ensure a continuity of the relevant Support Services from those Fulfilment Sites.
- 1.3.4 The Contractor shall supply and support the Pearls to deliver the designed mean time between failures (MTBF) of at least thirty thousand (30,000) hours.

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 The Support Services Service Day shall be between 05:00 to 01:00 the following day, seven (7) days per week including Bank Holidays but excluding Christmas Day.
- 2.1.3 Time to fix System Faults shall be measured during the Support Services Service Day.
- 2.1.4 The Contractor shall provide the Devices as set out in Appendix 1 or as otherwise specified in a Variation from time to time for use by the Fulfilment Parties.
- 2.1.5 The Contractor shall deliver enabled Cards and Consumables to all Fulfilment Sites as set out in Appendix 1 of Schedule 4.10 (Sales & Consumables) or as otherwise reasonably determined by TTL. Any failure to deliver such Cards and/or Consumables shall incur the consequences as set out in Schedule 4.10 (Sales & Consumables).
- 2.1.6 The Contractor shall maintain the Card Enablement Devices provided to Fulfilment Parties in accordance with Appendix 1 or as otherwise specified in a Variation from time to time for use by the Concessionary Scheme Management Contractor(s).
- 2.1.7 The Contractor shall provide training services to Fulfilment Parties (in the case of Approved Prestige Vendors, in accordance with the Pearl Service Agreement) and shall maintain all training documentation in relation to the use of all new or modified equipment when first supplied and when subsequently updated at either TTL's or the Contractor's instigation as set out in Schedule 8.6 (Training).
- 2.1.8 The Contractor shall ensure that Data in relation to Prestige Card validation and Travel Product retail relating to the Support Services is collected on each Support Services Service Day and transferred to the Prestige Back Office Modules for overnight processing as set out in Schedule 4.8 (Prestige Back Office Services).

2.2 Respond and Fix

- 2.2.1 Where a System Fault occurs and this can be fixed remotely, the Contractor shall use all reasonable endeavours to fix such System Fault within one (1) Service Hour. If the Contractor is unable to fix such System Fault within one (1) Service Hour, the Contractor shall repair the System Fault within two (2) Support Services Service Days, except in respect of the Concessionary Scheme Management Contractor sites between the period 15 August to 15 November of each year, when the period to respond and fix shall be reduced to one (1) Support Services Service Day.
- 2.2.2 Other than in respect of the Pearl, the Contractor shall measure and report to TTL the number of System Faults, time to fix and location of each System Fault for the Devices covered under this Schedule in the Service Performance Report in accordance with paragraph 7.
- 2.2.3 In respect of the Pearl, the Contractor shall report to TTL:

- (a) the number of System Faults relating to Pearls of which it is aware or is made aware by any Approved Prestige Vendor; and
- (b) the number of Pearls returned to the Contractor by Approved Prestige Vendors for repair,

in the Service Performance Report in accordance with paragraph 7.

2.2.4 The Contractor shall ensure that sufficient spare and/or standby Devices are available to ensure service continuity based on the System Fault and failure trends of the respective Devices.

2.2.5 The Contractor shall provide sufficient documentation to ensure that the staff at the Fulfilment Sites can properly utilise any spare and/or standby Devices to continue delivery of the Support Services.

2.3 Repeat Failures

2.3.1 The Contractor shall report to TTL where a single 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.

2.3.2 In the event that the Contractor fails to comply with paragraph 2.3.1(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 in accordance with paragraph 7 for discussion at the Service Review Meeting.

3 Pearl

3.1 Generally

- 3.1.1 The Pearl is a Device which, when integrated with a third party host device, enables:
- (a) the host device to add Travel Products to a Prestige Card; and
 - (b) an ITSO certified host device to communicate with an ITSO Card.
- 3.1.2 Where a Third Party, such as a Train Operating Company (TOC), wishes to retail Travel Products to Customers with a Prestige Card, such Third Party must first enter into an agreement with TTL to retail Travel Products, and whilst such agreement is valid, that Third Party is an **"Approved Prestige Vendor"**.
- 3.1.3 If an Approved Prestige Vendor has an existing vending device with which they wish to retail Travel Products, the Approved Prestige Vendor must obtain TTL's written consent to permit its existing vending device to be enabled using the Pearl. If the existing vending device is provided by a Third Party supplier (a **"Vending Device Provider"**), the Approved Prestige Vendor shall instruct that Vending Device Provider to integrate the Pearl to enable the retail of Travel Products.
- 3.1.4 A Vending Device Provider may request the support of the Contractor to integrate the Pearl into the existing vending device. The Contractor and the Vending Device Provider shall enter into an agreement in respect of such integration (a **"Pearl Integration Agreement"**). When such integration has been completed, the existing vending device shall be successfully Accredited in accordance with Schedule 7.2 (Systems Integrator) (an **"Accredited Vending Device"**).
- 3.1.5 Once the Approved Prestige Vendor has obtained an Accredited Vending Device, the Approved Prestige Vendor shall then request authorisation from TTL for the enablement of further such devices using the Pearl. Such authorisation shall, if granted, be pursuant to the terms of an agreement between TTL and the Approved Prestige Vendor setting out, amongst other things, the terms of the release of Pearls and connection of the Pearls to the System.
- 3.1.6 The Approved Prestige Vendor may then require its Vending Device Provider to request Pearls from the Contractor. The Contractor shall provide such Pearl and shall enter into an agreement with the Vending Device Provider in respect of the Pearl Services (a **"Pearl Service Agreement"**).
- 3.1.7 TTL shall, prior to the release of such Pearls, issue a Variation to the Contractor to enable the release and connection of the Pearls to the System.
- 3.1.8 Where an Accredited Vending Device is modified, the Vending Device Provider will notify the Contractor in accordance with the Pearl Service Agreement and the Contractor shall conduct re-accreditation of the modified Accredited Vending Device. The modified Accredited Vending Device must not be put into retail operation until such re-accreditation has been successfully completed by the Contractor or it will otherwise cease to be an Accredited Vending Device.
- 3.1.9 Where an Approved Prestige Vendor breaches either their agreement with TTL for the retail of Travel Products or their agreement with TTL in respect of the supply of Pearl, such vendor shall cease to be an Approved Prestige Vendor and TTL may notify the Contractor to disconnect their Pearl from the System.

- 3.1.10 The Contractor shall ensure that it notifies TTL immediately upon becoming aware of a breach of a Pearl Service Agreement by a Vending Device Provider which gives rise to the rights to be set out in the Pearl Service Agreement pursuant to paragraph 3.2.5(a)(ii).
- 3.1.11 If the Approved Prestige Vendor exercises its rights of step-in pursuant to rights granted under the Pearl Service Agreement pursuant to paragraph 3.2.5(a)(ii), TTL shall make good to the Contractor, as the case may be, all reasonable and demonstrable losses, liabilities, costs and expenses (together, the "**Pearl Liabilities**") that:
- (a) the Contractor, as the case may be, may suffer or incur in the Pearl Step-In Period;
 - (b) arise from the Vending Device Provider's failure to observe the term(s) of the Pearl Service Agreement during such period; and
 - (c) would not have been incurred but for the Pearl Step-In Period.

The Contractor shall use all reasonable endeavours to mitigate such Pearl Liabilities.

- 3.1.12 The Approved Prestige Vendor shall be considered to be an Interfacing Party and the Accredited Vending Devices and associated system shall be considered to be Interfacing Systems save that this shall not apply in relation to the Pearl and/or the obligations set out in this Schedule in respect of the same.

3.2 Pearl Services

- 3.2.1 The Contractor shall provide all necessary support to a Vending Device Provider to integrate the Pearl into their existing vending device pursuant to the terms of a Pearl Service Agreement (the "**Pearl Services**").
- 3.2.2 Such support and integration by the Contractor shall be at no cost to TTL.
- 3.2.3 The Contractor shall be entitled to recover the reasonable and demonstrable costs of such support and integration from the Vending Device Provider.
- 3.2.4 The Contractor shall, when requested by TTL in writing, supply Pearl to any Vending Device Provider for installation in Accredited Vending Devices.
- 3.2.5 The Contractor shall ensure that each Pearl Service Agreement includes:
- (a) in relation to the Vending Device Provider's breach of the Pearl Service Agreement:
 - (i) an obligation on the Contractor to notify TTL and any relevant Approved Prestige Vendor of a breach of the Pearl Service Agreement immediately upon becoming aware of such breach and prior to terminating the Pearl Service Agreement and/or disconnecting the associated Pearl; and
 - (ii) twenty (20) Business Days or such shorter period as specified by TTL from the date on which the Contractor notifies TTL and any relevant Approved Prestige Vendor of a breach for which the Approved Prestige Vendor can exercise its right pursuant to the Pearl Service Agreement (see paragraph 3.2.5(c) below) to step-in to the

position of the Vending Device Provider should it wish to do so (the "**Pearl Step-In Period**"). In addition, the Pearl Service Agreement shall provide that if the Approved Prestige Vendor exercises its right to step-in within the Pearl Step-In Period, the Contractor's right to terminate the Pearl Service Agreement shall cease;

- (b) in relation to the Contractor's breach of the Pearl Service Agreement:
 - (i) an obligation on the Vending Device Provider to notify TTL of a breach of the Pearl Service Agreement prior to terminating the Pearl Service Agreement; and
 - (ii) twenty (20) Business Days from the date on which the Vending Device Provider notifies TTL in which TTL can exercise its right pursuant to the Pearl Service Agreement (see paragraph 3.2.5(c) below) to step into the position of the Contractor should TTL choose to do so. In addition, the Pearl Service Agreement shall provide that if TTL exercises its right to step-in, the Vending Device Provider's right to terminate shall cease;
 - (c) an appropriate third parties rights clause in relation to the rights to step-in of TTL and the Approved Prestige Vendor (as the context requires) as set out in paragraphs 3.2.5(a) and (b);
 - (d) appropriate provisions relating to the assignment of the Pearl Service Agreement if either the Approved Prestige Vendor or TTL exercise rights of step-in in accordance with paragraphs 3.2.5(a)(ii) and (b)(ii) respectively; and
 - (e) provisions enabling the continuation of the services associated with the Pearl following termination of this Contract, subject to the continued payment of any license fees and the like.
- 3.2.6 The Contractor shall submit a proposed draft of the Pearl Integration Agreement and the Pearl Service Agreement to TTL in accordance with the Submissions Procedure set out in Schedule 11.1 (Document Management) prior to the Service Commencement Date.
- 3.2.7 The Contractor shall ensure that the terms of any Pearl Integration Agreement and Pearl Service Agreement are approved in writing in advance by TTL, such approval not to be unreasonably withheld or delayed.
- 3.2.8 The Contractor shall carry out accreditation for Approved Prestige Vendors and/or Vending Device Providers as appropriate according to Schedule 7.2 (Systems Integrator).
- 3.2.9 The Contractor shall ensure that the terms of and criteria for such accreditation shall be approved by TTL in advance in relation to each Approved Prestige Vendor seeking Accredited Vending Devices, such approval not to be unreasonably withheld or delayed.
- 3.2.10 The Contractor shall not refuse to accredit or revoke any previous accreditation unreasonably.

- 3.2.11 The Contractor shall provide all Data necessary to TTL and any Third Party identified in the Pearl Service Agreement to enable all Pearls in Accredited Vending Devices and connected to the System to operate correctly.
- 3.2.12 The Contractor shall receive and process Prestige Data from all connected Pearls and supply that Data to the Prestige Back Office so as to meet the Service Levels set out in Schedule 4.8 (Prestige Back Office Services).
- 3.2.13 The Contractor shall report to TTL as set out in Schedule 8.2 (Asset Management & Maintenance) on the completion of an installation of any Pearl on an Accredited Vending Device where such Pearl supplies Prestige Data to the Prestige Back Office.
- 3.2.14 A Pearl shall only be installed on an Accredited Vending Device once a Pearl Service Agreement has been entered into.
- 3.2.15 The Contractor shall work with TTL to agree a method of communicating any Faults, System Faults and/or any other issues having or likely to have a detrimental impact on the functionality of the Pearl that the Contractor is made aware of by a Vending Device Provider such that TTL may be able to assess the Customer impact of such Faults, System Faults and/or issues.

4 FastIS

4.1 Generally

- 4.1.1 FastIS is a proprietary ticket issuing system manufactured by the Existing Contractor which has an optional Card Reader and is operated by various Third Parties ("**FastIS Operators**").
- 4.1.2 The Contractor shall provide all Data necessary to TTL and any FastIS Operator to enable each FastIS Card Reader to operate correctly.
- 4.1.3 The Contractor shall receive and process Prestige Data from all connected FastIS Card Readers and supply that Data to the Prestige Back Office so as to meet the Service Levels set out in Schedule 4.8 (Prestige Back Office Services).
- 4.1.4 If a System Fault occurs in relation to a FastIS Card Reader, the Contractor shall fully restore the FastIS Card Reader to full functionality within eight (8) Service Hours. If full functionality is not restored within eight (8) Service Hours, Service Credits as set out in paragraph 6.1 shall be applied. The Contractor shall report each FastIS Card Reader System Fault and the time taken for the FastIS to be fully functional and back in operation.
- 4.1.5 Where the Contractor is unable to remedy any FastIS Card Reader System Fault in accordance with paragraph 4.1.4 directly due to the action or inaction of the FastIS Operator or the contractor responsible for the operation and maintenance of the FastIS, the Contractor shall notify TTL and the eight (8) Service Hours period specified in paragraph 4.1.4 shall be extended until such time as TTL notifies the Contractor that the action or inaction notified to TTL by the Contractor has been addressed.

5 General Obligations

5.1 Generally

- 5.1.1 TTL shall be responsible for advising the Contractor of any change to the Fulfilment Sites at which any of the Support Services and other services pursuant to this Schedule are provided. TTL shall notify the Contractor of such changes no later than twenty (20) Business Days before such location change take effect.
- 5.1.2 The Contractor shall comply with the access management arrangements set out in Schedule 8.4 (Access Management).
- 5.1.3 Fulfilment Party staff shall be responsible for the following:
 - (a) loading ticket stock, receipt paper and printer ribbons; and
 - (b) undertaking any reasonable requests made by the Level 1 Help Desk to assist in System Fault or Fault resolution.

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
4.1.4	In relation to a System Fault affecting a FastIS Card Reader, failure to restore full functionality to such FastIS Card Reader within eight (8) Service Hours	One (1) Service Credit per Service Hour or part thereof

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 Support 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	<p>For each Device type (other than the Pearl):</p> <ul style="list-style-type: none"> • location and Device number of each System Fault • description of each System Fault • time each System Fault reported and fixed • total downtime for each System Fault • if time to fix requirement as set out in paragraph 2.2.1 is not met
2.2.3	<p>For each Pearl:</p> <ul style="list-style-type: none"> • the number of System Faults relating to Pearls of which it is aware or is made aware by any Approved Prestige Vendor • description of each System Fault • the number of Pearls returned to the Contractor by Approved Prestige Vendors for repair
2.3.2	Corrective Action Plans developed (if any) in the relevant Period
3.2.13	The completion of an installation of any Pearl on an Accredited Vending Device where such Pearl supplies Data to the Prestige Back Office
4.1.4	Each FastTIS Card Reader System Fault and the time taken for the FastTIS to be fully functional and back in operation
6.1.2	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.

Appendix 1 – Fulfilment Parties

Off System Sales Fulfilment

The fulfilment of off system sales provided by Journey Call Limited, based in Laurenskirk in Scotland (the "**Off System Sales Fulfilment Contractor**").

Devices:

- Ticket Office Machine;
- Passenger Validator;
- Station Accounting Facility; and
- Station Computer.

Lost and Stolen Card Replacement

As for Off System Sales Fulfilment above.

Concessionary Scheme Management

The fulfilment of Customer orders and other requests for child, student and other Concessionary schemes, provided by Charles Novacraft Direct Limited trading as Novacraft, based in Northampton (the "**Concessionary Scheme Management Contractor**").

Devices:

- Desktop Encoder Units (including their associated KVM switches and power supply units);
- Card Readers; and
- Station Computers.

Appendix 2 – Pearl Services Third Parties

The Approved Prestige Vendors are:

- c2c Rail Limited (registered number 02938993) whose registered office is at National Express House Birmingham Coach Station, Mill Lane, Dirgeth, Birmingham, England B5 6DD
- The Chiltern Railway Company Limited (registered number 03007939) whose registered office is at Great Central House, Marylebone Station, Melcombe Place, London, NW1 6JJ
- First Capital Connect Limited (registered number 05281077) whose registered office is at 50 Eastbourne Terrace, Paddington, London W2 6LG
- First Greater Western Limited (registered number 05113733) whose registered office is at Milford House, 1 Milford Street, Swindon, Wiltshire SN1 1HL
- London & Birmingham Railway Limited (registered number 05814584) whose registered office is at 3rd Floor 41-51 Grey Street Newcastle upon Tyne, Tyne & Wear, NE1 6EE
- London Eastern Railway Limited (registered number 04955356) whose registered office is at National Express House Birmingham Coach Station, Mill Lane, Dirgeth, Birmingham, England B5 6DD
- London & South Eastern Railway Limited (registered number 04860660) whose registered office is at 3rd Floor, 41-51 Grey Street, Newcastle Upon Tyne, NE1 6EE
- Southern Railway Limited (registered number 06574965) whose registered office is at 3rd Floor, 41-51 Grey Street, Newcastle Upon Tyne, NE1 6EE
- Stagecoach South Western Trains Limited (registered number 05599788) whose registered office is at Friars Bridge Court, 41-45 Blackfriars Road, London SE1 8NZ
- Abellio Greater Anglia Limited (registered number 06428369) whose registered office is at 5 Fleet Place, London EC4M 7RD

The Vending Device Providers are:

- Scheidt & Bachmann (UK) Limited (registered number 03805576) whose registered office is at Unit 7 Silverglade Business Park, Leatherhead Road, Chessington, Surrey KT9 2QL
- Shere limited (registered number 00078235) whose registered office is at No. 4 Triton Square, Regent's Place, London NW1 3HG