

Transport for London

Revenue Collection Services

Schedule 1 – Definitions

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Definitions

In the Contract the following terms shall have the following meanings:

"122 Day Letter"	has the meaning set out in paragraph 2.2.5 of Schedule 10.3 (Fares Revision);
"136 Day Letter"	has the meaning set out in paragraph 2.2.3 of Schedule 10.3 (Fares Revision);
"70 Day Final Scope Letter"	has the meaning set out in paragraph 2.2.11 of Schedule 10.3 (Fares Revision);
"98 Day Response Letter"	has the meaning set out in paragraph 2.2.10 of Schedule 10.3 (Fares Revision);
"98 Day Scope Letter"	has the meaning set out in paragraph 2.2.7 of Schedule 10.3 (Fares Revision);
"A B Precision Manual Gate" or "ABP Manual Gate"	has the meaning set out in section 3.2.8 of Schedule 5.2 (Validation and Access Control);
"Access Denied Record"	has the meaning set out in paragraph 3.8.1 of Schedule 8.4 (Access Management);
"Access Management Plan"	has the meaning set out in paragraph 3.5 of Schedule 8.4 (Access Management);
"Access Request"	has the meaning set out in paragraph 3.4.1 of Schedule 8.4 (Access Management);
"Accident and Incident Report"	means a report prepared by the Contractor in accordance with paragraph 2.6 of Schedule 8.5 (SQE);
"Accounting and Reconciliation Output"	means the Data and reports relating to revenue accounting and reconciliation as required in Schedule 11.4 (Revenue and Accounting Services);
"Accreditation"	means the confirmation by the Contractor that an External Interface meets the requirements of the relevant Interface Specification in accordance with the relevant accreditation provisions set out in Schedule 7.2 (System Integrator) and the terms Accredit and Accredited shall be construed accordingly;
"Accreditation Plan"	means any plan relating to Accreditation to be prepared pursuant to Schedule 7.2 (System Integrator);
"Accredited Vending Device"	has the meaning set out in paragraph 3.1.4 of Schedule 4.5 (Support Services);
"Acknowledgment File"	means a message that confirms the Merchant Acquirer's receipt of a Payment Request File;

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"Action List"	means a list of Prestige Cards with pending changes due to be made if and when such Prestige Cards are presented at a Card Reader (including the addition of a Travel Product or value);
"Actual Period Prestige Card Cost"	has the meaning set out in paragraph 3.7.6 of Schedule 12.1 (Charges and the Financial Model);
"Actuate Reporting"	has the meaning set out in section 3.3.4 of Schedule 6.4 (Prestige Back Office System);
"Ad Hoc Fares Revision"	has the meaning set out in paragraph 1.3.1(b) of Schedule 10.3 (Fares Revision);
"Ad hoc Load"	means when a Travel Product or value is put onto a Prestige Card when it is presented at a Card Reader;
"Additional Services"	has the meaning set out in paragraph 1.1.2(h) of Schedule 4.1 (Service Delivery);
"Adjudication"	means the procedure set out in paragraph 5 of Schedule 15 (Dispute Resolution Procedure);
"Adjudicator"	has the meaning set out in paragraph 5.1.1 of Schedule 15 (Dispute Resolution Procedure);
"ADR Procedure"	means the procedure set out in paragraph 4 of Schedule 15 (Dispute Resolution Procedure);
"Advanced Fare Machine" or "AFM"	has the meaning set out in section 3.1.5 of Schedule 5.3 (Retail);
"Affiliates"	means, in relation to a party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that party from time to time;
"Agent"	means any one (1) or more Third Parties as may be nominated or appointed by TTL from time to time to carry out the IPR Verification Exercises;
"Agreed Final Employee List"	has the meaning set out in paragraph 5.4.4 of Schedule 12.1 (Charges and the Financial Model);
"Agreed Variation Amount"	means the modification to the Charges in relation to an individual Variation agreed by the Parties in accordance with the Variation Procedure;
"Alert"	means all information sent from System Elements to their associated Element Manager System;
"All Day"	means a time period specified in Base Data over which Capping may be applied;
"Alternative"	has the meaning set out in paragraph 5.1.1(a) of Schedule 8.5 (SQE);

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"Scheme"	
"API"	has the meaning given to it in paragraph 2.8.3(c) of Schedule 14 (IPR Management and Licences);
"Applicable Costs"	has the meaning set out in paragraph 4.1.3(g) of Schedule 12.2 (Value for Money);
"Applicable Percentage Profit"	has the meaning set out in paragraph 4.1.3(i) of Schedule 12.2 (Value for Money);
"Applicable Profit"	has the meaning set out in paragraph 4.1.3(h) of Schedule 12.2 (Value for Money);
"Applicable Rate"	means two per cent (2%) above the London Inter-Bank Offered Rate from time to time and shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals;
"Application Data Feed"	means Data flows via physical, logical and Software interfaces associated with Application Modules;
"Application for Payment"	has the meaning set out in paragraph 6.1.1 of Schedule 12.1 (Charges and the Financial Model);
"Application Identifier" or "AID"	means the data field stored on a CPC which is used to identify the application on the CPC such as Visa, MasterCard etc;
"Application Module"	means a Software application described in modular form;
"Appropriate Period"	has the meaning set out in paragraph 5.11.1 of Schedule 15 (Dispute Resolution Procedure);
"Approved Driver Training"	means the Safe Urban Driving course as accredited by the Joint Approvals Unit for Periodic Training, details of which can be found on the FORS Website;
"Approved Prestige Vendor"	has the meaning set out in paragraph 3.1.2 of Schedule 4.5 (Support Services);
"Archived Data"	means Data held in an archive that is separated from the location(s) holding live Data;
"Arrangements"	has the meaning set out in Clause 48.2.7 (Step-in);
"As Built Records"	has the meaning set out in paragraph 4.7.11 of Schedule 10.2 (Programme and Project Lifecycle);
"Assault Protection Screen"	means the durable screen at the front of a bus that protectively separates the bus driver from Customers;
"Asset"	means any tangible item intended to, forming or having formed part of the System including, but not limited to, Parts, Components, Devices and Modules in all cases whether Spares, in storage, in transit, being

	repaired or connected to the System;
"Asset Category"	means a category of Asset as set out in Appendix 1 of Schedule 8.2 (Asset Management & Maintenance);
"Asset Management Plan"	means the plan as defined in paragraph 1.1.1(a)(i) and prepared in accordance with paragraph 2.2 of Schedule 8.2 (Asset Management & Maintenance);
"Asset Plan"	means the plan as defined in paragraph 1.1.1(a)(iii) and prepared in accordance with paragraph 2.5 of Schedule 8.2 (Asset Management & Maintenance);
"Asset Register"	means the register of Assets and relevant information to be maintained by the Contractor in accordance with paragraph 2.4 of Schedule 8.2 (Asset Management & Maintenance) and pursuant to Clause 16.3 (Residual Life of Assets);
"Associated Undertaking"	has the meaning ascribed to the term associated undertaking in paragraph 19, part 1, schedule 6 of the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008;
"Assurance"	means the process referred to in Clause 18 (Assurance) and Schedule 10.5 (Assurance), by which the Contractor ensures that TTL gains the necessary levels of confidence that the Contractor is complying with its obligations under the Contract and, in particular, in relation to the delivery of the Services, and Assure and Assured shall be construed accordingly;
"Assurance Level(s)"	has the meaning set out in in paragraph 6.1.1 of Schedule 9.1 (Technical Authority) and as further described in the rest of paragraph 6 of Schedule 9.1 (Technical Authority);
"Assurance Milestones"	has the meaning set out in paragraph 4.2.3 of Schedule 10.2 (Programme and Project Lifecycle);
"Assurance Plan"	means the plan provided by the Contractor pursuant to paragraph 3.4 of Schedule 9.1 (Technical Authority);
"Asynchronous FTP Replica Database"	has the meaning given in paragraph 3.3.1(a) of Schedule 11.5 (Information and Reporting Services);
"ATOC"	means the Association of Train Operating Companies;
"Audit Log"	means a record of data that is maintained by the System to capture processes completed automatically by the System or by the interaction of authorised Operator Personnel;
"Authentication Keys"	means Software keys used for the process of authentication;
"Authorisation Request"	means a request for the authorisation of a credit/debit card or CPC, as appropriate, triggered according to the Business Rules;

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"Authorisation Response"	means a message generated by the Merchant Acquirer(s) that details the success or failure of a Merchant Acquirer credit/debit card authorisation;
"Authorised Third Parties"	means the Office of Rail Regulation, Environment Agency, London Fire and Emergency Planning Authority, British Transport Police, Health and Safety Executive and any other body or person who is lawfully certified to inspect any part of the System in the performance of their functions;
"Authority to Proceed"	has the meaning set out in paragraph 3.6.1 of Schedule 12.3 (Contract Variation Procedure);
"Auto Top Up"	means the automated addition of Pay As You Go value to a specified Prestige Card once the Pay As You Go value on that Prestige Card falls below a specified threshold;
"Auto-Completion"	means the event which occurs where a Customer re-enters a Station following an emergency having exited the Station without validating, and such Customer has their journey automatically completed and such re-entry identified as the start of a new journey;
"Auto-Continuation"	means the event which occurs where a Customer re-enters a Station following an emergency having exited the Station without validating, and such Customer is permitted to continue their journey without the re-entry being identified as the start of a new journey;
"Autoload"	means when a Travel Product is put onto a Prestige Card when the Prestige Card is presented at a Card Reader. This will be an automated process performed when a specified parameter is breached;
"Automated Off-System Sales Fulfilment Services"	has the meaning set out in paragraph 2.2.16 of Schedule 4.8 (Prestige Back Office Services);
"Automatic Gates"	means gates that open automatically when presented with a valid Magnetic Ticket or Card (as set out in Modules 01.01.15, 01.01.16, 01.01.17, 01.01.18 of Schedule 5.2 (Validation and Access Control));
"Availability"	has the meaning set out in paragraph 2.2.1 of Schedule 4.1 (Service Delivery), and Available shall be construed accordingly;
"Average Prestige Loss"	has the meaning set out in paragraph 3.1.4 of Schedule 16 (Loss of Revenue);
"AVL"	means the automated vehicle location system installed on each bus;
"B1 - Commercially Available Off The Shelf Sub-Contract" or "B1 - COTS Sub-	has the meaning set out in paragraph 2.3.1 of Schedule 7.4 (Sub-Contracting);

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Contract"	
"B2 - Licensed IPR Sub-Contract"	has the meaning set out in paragraph 2.3.1 of Schedule 7.4 (Sub-Contracting);
"Back Office Modules"	means the Modules and Module Groups set out in section 2 of Schedule 6.1 (Back Office Overview);
"Back Office Software Development Manager"	means the member of Key Personnel performing the relevant function as set out in paragraph 6 of Schedule 8.1 (Organisation & Governance);
"Background IPR"	means either or both of TTL Background IPR and Contractor Background IPR as the context requires;
"Baker Street Lease"	means the lease of that name in the form set out in Schedule 21.3 (Baker Street Lease);
"Bank Card Processor" or "BCP"	has the meaning set out in section 3.1.2 of Schedule 6.4 (Prestige Back Office System);
"Bank Identification Number" or "BIN"	means the field stored on a CPC identifying the bank the CPC belongs to;
"Bank Note Recycler" or "BNR"	means a Component within some MFMs which is capable of re-issuing notes which have previously been used for payment, to Customers as part of a refund or as change;
"Base Data"	means the tables of Data which configure the System including, but not limited to, fares and operational parameters;
"Base Data Management System" or "BDMS"	has the meaning set out in section 3.4.4 of Schedule 6.2 (FTP Back Office System);
"Base Data Modification"	has the meaning set out in paragraph 3.3.1 of Schedule 10.1 (Change Management);
"Base Data Processor" or "BDP"	has the meaning set out in section 3.4.2 of Schedule 6.4 (Prestige Back Office System);
"Base Fare"	means the full fare for a given journey without any fare modifiers being applied (i.e. before application of Travel Products that are valid for a specific time period, Transfer Discounts, and Capping);
"Baseline Prestige Loss"	has the meaning set out in paragraph 3.1.1 of Schedule 16 (Loss of Revenue);
"Baseline"	has the meaning set out in paragraph 5.5.8 of Schedule 10.2

"Programme Plan"	(Programme and Project Lifecycle);
"Baseline Programme Portfolio Plan"	has the meaning set out in paragraph 6.4.8 of Schedule 10.2 (Programme and Project Lifecycle);
"Baseline Project Plan"	has the meaning set out in paragraph 3.6.10 of Schedule 10.2 (Programme and Project Lifecycle);
"Baseplate"	means the bracket(s) and connections to attach a Device to a bus;
"Batch Hotlisting"	means a notification by TTL to the Contractor under paragraph 4 of Schedule 16 (Loss of Revenue from List Management) that five hundred (500) or more sequentially numbered Prestige Cards be added to the Prestige Hotlist, and Batch Hotlisted shall be construed accordingly;
"Bearer Passes"	has the meaning set out in paragraph 4.5.3 of Schedule 4.10 (Sales & Consumables);
"Benchmarked Price"	means the element of the Charges or proposed modification to the Charges for the goods and services which are the subject of a Benchmarking exercise;
"Benchmarked Service Levels"	means the Service Levels for the goods and services which are the subject of a Benchmarking exercise;
"Benchmarking"	means the benchmarking procedure specified at paragraph 6 of Schedule 12.2 (Value for Money);
"Benchmarking Action Plan"	has the meaning set out in paragraph 6.1.10(a)(i) of Schedule 12.2 (Value for Money);
"Benchmarking Advisor"	has the meaning set out in paragraph 6.1.3 of Schedule 12.2 (Value for Money);
"Benchmarking Notice"	has the meaning set out in paragraph 6.1.2 of Schedule 12.2 (Value for Money);
"Benchmarking Report"	has the meaning set out in paragraph 6.1.8 of Schedule 12.2 (Value for Money);
"Benefitting Party"	means any member of the TTL Group and/or any Bus Operating Company, Network Rail or Train Operating Company or other relevant transport operator from time to time;
"Black Box IPR"	means a class of readily accessible Intellectual Property Rights that describes a Module's functionality, interfaces and testing in an implementation independent manner and as further described in Appendix 1 of Schedule 14 (IPR Management and Licences);
"Blacklist"	means the list of Staff Access Passes which are not permitted to be used to sign on to Retail Devices;
"BMC Element"	means the Element Manager System that provides monitoring for

"Management System"	Existing Contractor applications and Existing Contractor hardware;
"BMC Software"	means BMC Software Limited, a company incorporated in England and Wales with company number 01927903, whose registered office is E2 Eskdale Road, Winnersh, Wokingham, Berkshire, RG41 5TS and which specialises in business service management software;
"Bonus"	means a mechanism that allows amounts of Pay As You Go balance to be added to Prestige Cards based on Action Lists;
"BR"	means any operator who operates passenger trains over the UK rail network;
"BR Privilege Facilities"	means discretionary facilities on rail services operated by Train Operating Companies provided to Eligible Employees, their eligible spouses, civil partners, dependants and children subject to the terms and conditions of issue as varied from time to time, including status, regional and residential passes, plus privilege tickets, free tickets and privilege season tickets;
"Break of Journey"	means a TOC feature which allows a Customer to break their journey by exiting the Transport Network. The Customer must re-enter the Transport Network on the same Traffic Day on which the journey started;
"Breakage Costs"	has the meaning set out in paragraph 2.1.1(a)(ii) of Schedule 18 (Payments on Termination);
"Breakthrough Function"	means a mechanism allowing gate paddles to be forced open in either direction in an emergency situation;
"Bronze Accreditation"	means the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described on the FORS Website;
"BS EN ISO 14001"	means the standard setting out the requirements for environmental management systems published by the International Organisation for Standardisation (ISO) or such other standard as replaces or modifies it from time to time;
"BS EN ISO 9001"	means the standard setting out the requirements for quality management systems published by the International Organisation for Standardisation (ISO) or such other standard as replaces or modifies it from time to time;
"BS EN ISO 9004"	means the standard which provides guidance to organisations to support the achievement of compliance and/or accreditation with ISO 9001 published by the International Organisation for Standardisation (ISO) or such other standard as replaces or modifies it from time to time;
"BS ISO 10005"	means the standard which provides guidelines for the development, review, acceptance, application and revision of quality plans published by the International Organisation for Standardisation (ISO)

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	or such other standard as replaces or modifies it from time to time;
"BS OHSAS 18001"	means the British Standard which sets out the minimum requirements for occupational health and safety management best practice or such other standard as replaces or modifies it from time to time;
"Bulk Customers"	has the meaning set out in paragraph 1.1.2(a) of Schedule 4.10 (Sales & Consumables);
"Bulk Encoding Unit Card Reader"	means the unit as described in section 3.1.9 of Schedule 5.5 (Prestige Cards & Enablement);
"Bulk Encoding Unit" or "BEU"	means the unit as described in section 3.1.8 of Schedule 5.5 (Prestige Cards & Enablement);
"Bulk Hotlisting"	means a notification by TTL to the Contractor under paragraph 4 of Schedule 16 (Loss of Revenue from List Management) that five thousand (5,000) or more non-sequentially numbered Prestige Cards be added to the Prestige Hotlist, and Bulk Hotlisted shall be construed accordingly;
"Bus and River Retail Devices" or "Bus and River Retail Modules"	means those Ticket Machines, Devices and associated Card Readers used specifically on bus and River Services as set out in section 3.3 of Schedule 5.3 (Retail);
"Bus Card Readers"	means the Devices within the associated Module Group which are used to deliver the ST Services (primarily in buses), the requirements for which are set out in section 3.1.5 of Schedule 5.2 (Validation and Access Control);
"Bus Contract Management System" or "BCMS", also known as "Bus Computer Management System"	means the computer system operated by LBSL which enables the interrogation and reporting of all bus related Data for managing the relevant agreements with the BOCs;
"Bus Data Concentrator" or "BDC"	has the meaning set out in section 3.1.4 of Schedule 6.5 (Data Landing Systems);
"Bus Data Gathering Centre" or "Bus DGC"	has the meaning set out in section 3.1.4 of Schedule 6.5 (Data Landing Systems);
"Bus Operating Company" or "BOC"	means any person or organisation that has a contract with a member of the TTL Group for the operation of bus services;
"Bus Paper Ticket"	means the paper ticket dispensed to Customers from the ETM on a bus which is valid for travel;

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"Bus Portable Ticket Issuing Device" or "Bus PTID" or "Bus Portable Ticketing Device"	has the meaning set out in section 3.3.5 of Schedule 5.3 (Retail);
"Bus PTID Basestation" or "Bus PTID BS"	has the meaning set out in section 3.3.6 of Schedule 5.3 (Retail);
"Bus Trip"	means a continuous journey made in a single direction between two bus stops along a single bus route;
"Bus Validator Incident Rate Unacceptable Performance Threshold"	has the meaning set out in paragraph 2.3.11 of Schedule 4.2 (Surface Transport Services);
"Bus Validator Service Bonus Level"	has the meaning set out in paragraph 2.3.9 of Schedule 4.2 (Surface Transport Services);
"Bus Validator Service Bonus Threshold"	has the meaning set out in paragraph 2.3.14 of Schedule 4.2 (Surface Transport Services);
"Bus Validator Service Credit Level"	has the meaning set out in paragraph 2.3.10 of Schedule 4.2 (Surface Transport Services);
"Bus Validator Service Credit Threshold"	has the meaning set out in paragraph 2.3.15 of Schedule 4.2 (Surface Transport Services);
"Bus Validator Services"	has the meaning set out in paragraph 1.1.5(a) of Schedule 4.2 (Surface Transport Services);
"Bus Validators"	has the meaning set out in paragraph 1.2.2(a) of Schedule 4.2 (Surface Transport Services);
"Bus Workstation"	has the meaning set out in section 3.2.3 of Schedule 6.5 (Data Landing Systems);
"Bus Workstation Service Day"	has the meaning set out in paragraph 2.1.4 of Schedule 4.2 (Surface Transport Services);
"Business Day"	means any day excluding Saturdays and Sundays when clearing banks in the City of London are open for a full range of banking business;
"Business Rules"	means the set of logical tests which decide the actions taken by one or more components of a system as further described in Schedules

	5.2 (Validation and Access Control), 5.3 (Retail) and 6.2 (FTP Back Office System);
"Capacity Risk Modules"	has the meaning as set out in paragraph 4.1.3 of Schedule 8.2 (Asset Management & Maintenance);
"Capital Expenditure (Intangibles)"	means capital expenditure on identifiable non-monetary Assets without physical substance forming part of the System including, but not limited to, IPR and Software but excluding Proprietary Tools;
"Capital Expenditure (Tangibles)"	means capital expenditure on Assets that have physical substance and are held for use in the System or supply of the Services, excluding Proprietary Tools;
"Capping"	means the limitation of the total spend charged to a Customer for all journeys made over a specified period of time considering all relevant journey parameters set out in Schedule 5.2 (Validation and Access Control);
"Capping Scheme"	means the scheme that limits the amount that a Customer is charged, based on the journeys they make as each journey is processed;
"Capture Bin"	means the area within a POM (that is capable of dispensing Cards) that captures any Cards which are identified as faulty during the Card dispensing process;
"Card"	means Prestige Cards, CPCs and ITSO Cards;
"Card Anti-Tearing Mechanism"	means a mechanism that ensures that Data is written on to a Prestige Card or ITSO Card without corruption of the Data sent by the Card Reader;
"Card Enablement Devices"	means the Modules used to enable Cards as set out in section 2 of Schedule 5.5 (Prestige Cards and Enablement);
"Card Issuer"	means the person responsible for issuing the CPC and with whom the Customer has a direct relationship, which will most commonly be a bank;
"Card Management"	means the functionality performed by the Central System Application to maintain Data on registered Prestige Cards including Data relating to: Prestige Card status; loaded Travel Products; and current balance;
"Card Management Data"	means information stored within the Central Systems relating to the attributes of registered Prestige Cards including: card status; loaded Travel Products; and current Pay As You Go balance;
"Card Management Data"	means information stored within the Central System relating to the attributes of registered Prestige Cards including, but not limited to: Prestige Card status; loaded Travel Products; and current balance;
"Card Reader Field"	has the meaning set out in VAC-D-0327 in Schedule 5.2 (Validation and Access Control);

"Card Reader" or "Card Reader Module"	has the meaning set out in section 2.1 of Schedule 5.2 (Validation Access Control) and section 2 of Schedule 5.5 (Prestige Cards and Enablement) in relation to the Support Service Card Readers;
"Card Readers for Retail Network Devices"	means the sub-grouping of Card Readers used in the Retail Network, as set out in section 3.1.6 of Schedule 5.2 (Validation and Access Control);
"Card Schemes"	means the Contactless Payment Card issuing schemes whose CPCs TTL will accept on the System in its sole discretion, which at the Date of Contract include American Express (Amex), MasterCard and Visa;
"Card Supplier"	means a Related Contractor responsible for the supply of Cards;
"Card Transaction"	means any event where a Card communicates with a Card Reader;
"Card Type"	means a particular type of Card (e.g. retail Card, Prestige photocard) that may be associated with particular Customer Types, entitlement to discounted fares and issuing parameters (e.g. whether a deposit is required);
"Card Validation"	means the process of a Card Reader reading a Card, establishing that it may be used on the Transport Network, charging the Journey Fare (if it is a Prestige Card) and signalling an action to any relevant connected Devices;
"Car-derived Van"	means a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
"Catastrophic Failure"	has the meaning set out in paragraph 2.3.3 of Schedule 4.4 (Rail Services);
"Category 1 Major Incident"	has the meaning set out in paragraph 2.1.1(a) of Schedule 8.3 (Major Incident Management);
"Category 1 Sub-Contract"	has the meaning set out in paragraph 2.2 of Schedule 7.4 (Sub-Contracting) and Category 1 Sub-Contractor shall be construed accordingly;
"Category 1 Technical Change"	has the meaning set out in paragraph 2.2.2 of Schedule 9.1 (Technical Authority);
"Category 1A Core Sub-Contract"	has the meaning set out in paragraph 2.2.1 of Schedule 7.4 (Sub-Contracting) and Category 1A Core Sub-Contractor shall be construed accordingly;
"Category 1B Health & Safety Critical Sub-Contract"	has the meaning set out in paragraph 2.2.1 of Schedule 7.4 (Sub-Contracting);
"Category 1C Bespoke IPR Sub-Contract"	has the meaning set out in paragraph 2.2.1 of Schedule 7.4 (Sub-Contracting);

Contract"	
"Category 2 Major Incident"	has the meaning set out in paragraph 2.1.1(b) of Schedule 8.3 (Major Incident Management);
"Category 2 Sub-Contract"	has the meaning set out in paragraph 2.3 of Schedule 7.4 (Sub-Contracting) and Category 2 Sub-Contractor shall be construed accordingly;
"Category 2 Technical Change"	has the meaning set out in paragraph 2.2.3 of Schedule 9.1 (Technical Authority);
"Category 2A Personal Data Sub-Contract"	has the meaning set out in paragraph 2.3.1 of Schedule 7.4 (Sub-Contracting);
"Category 2B IPR Sub-Contract"	has the meaning set out in paragraph 2.3.1 of Schedule 7.4 (Sub-Contracting);
"Category 3 Major Incident"	has the meaning set out in paragraph 2.1.1(c) of Schedule 8.3 (Major Incident Management);
"Category 3 Sub-Contract"	has the meaning set out in paragraph 2.4.1 of Schedule 7.4 (Sub-Contracting) and Category 3 Sub-Contractor shall be construed accordingly;
"Category A System Fault"	has the meaning set out in paragraph 1.2.6(a) of Schedule 4.2 (Surface Transport Services);
"Category B System Fault"	has the meaning set out in paragraph 1.2.6(b) of Schedule 4.2 (Surface Transport Services);
"CDA" or "Combined Data Authentication"	means Combined DDA/Application Cryptogram Generation which is a method used in CPC processing to check CPC validity;
"CDM Co-ordinator"	means the person appointed (or any replacement duly appointed) by TTL and notified to the Contractor as the CDM Co-ordinator pursuant to Regulation 14(1) of the CDM Regulations;
"CDM Regulations 2007" or "CDM Regulations"	means the Construction (Design and Management) Regulations 2007, as amended, updated or superseded from time to time;
"Central Clock"	means the reference clock in the Back Office Modules that synchronises Card Reader Modules to support Business Rules functionality such as maximum journey times and which is synchronised with the international time standard Coordinated Universal Time (UTC) via the Network Time Protocol (NTP);
"Central Office Token" or "CO Token"	means to link transactions involving the same credit/debit card without revealing the PAN of that credit/debit card;
"Central Station"	means the instance of the Station Accounting Facility which is

"Accounting Facility" or "CSAF"	contained within the Central Systems and consolidates Data from across the Transport Network;
"Central System Application" or "CS Application"	has the meaning set out in section 3.3.2 of Schedule 6.4 (Prestige Back Office System);
"Central System Database" or "CS Database"	has the meaning set out in section 3.3.3 of Schedule 6.4 (Prestige Back Office System);
"Central Systems" or "Central Systems Module"	has the meaning set out in section 2.4 of Schedule 6.4 (Prestige Back Office System);
"Change"	means any Related Change and any piece of work that changes, affects or reconfigures any aspect of the Interfaces, the System and/or the Services;
"Change Advisory Board"	means the committee chaired by the Change Manager and attended by the TTL Change Manager that reviews Change Requests;
"Change Implementation"	means the process set out in paragraph 2.4.1 of Schedule 10.1 (Change Management);
"Change Initiator"	means the person or party that proposes a Change and raises the required Change Request;
"Change Management"	has the meaning set out in paragraph 2.1.1 of Schedule 10.1 (Change Management);
"Change Manager"	means the individual nominated by the Contractor as being responsible for the Change Management process for the System;
"Change of Law"	<p>means:</p> <p>(a) any amendment, alteration or modification to or repeal of existing applicable Law or the introduction of any new applicable Law which takes effect after the Date of Contract which is not excluded under Clause 49.6 (Change of Law) and which:</p> <p>(i) expressly relates to the provision of passenger transport services by railway (including underground, overground, light rail and tram), river and bus services and compliance with which requires:</p> <p>(A) making physical alterations or modifications to the System; or</p> <p>(B) changing the sequence, method, manner or timing of provision of the Services;</p> <p>(ii) imposes an obligation to account for VAT on the supply of passenger transport services by railway (including underground, overground, light rail and tram), river and bus service and/or any obligation to issue VAT invoices on the sale of Travel Products by TTL and its Retail Agents or requires that TTL or its Retail Agents accept payment of the</p>

	<p>price of Travel Products in a currency other than, and whether or not in addition to, pounds sterling (as a result of economic and monetary union in the European Community) and compliance with which in each case requires:</p> <p>(A) making physical alterations or modifications to the System; or</p> <p>(B) making changes to the sequence, method, manner or timing of provision of the Services; or</p> <p>(iii) expressly relates to disability or deformity and materially adversely affects the provision of passenger transport services by railway (including underground, overground, light rail and tram), river and bus service and compliance with which requires significant replacement or significant reconfiguration of the System and/or the Services;</p> <p>(b) any amendment, alteration or the bringing into effect or modification of the Disability Discrimination Act 1995, the Disability Discrimination Act 2005 and/or the Equality Act which materially adversely affects the provision of passenger transport services by railway (including underground, overground, light rail and tram), river and bus service and/or the provision of the Services or the System in relation to infrastructure, facilities and/or public places relating to such passenger transport services and compliance with which requires significant replacement or significant reconfiguration of the System; and</p> <p>(c) any changes to the Contract QUENSH Conditions or any other requirements specified by TTL in each case made or specified by TTL after the Date of Contract, which are not introduced as a result of an amendment, alteration or modification to or repeal of existing applicable Law or introduction of any new applicable Law having the effect specified in sub-paragraph (a) above, and compliance with which requires:</p> <p>(i) making physical alterations or modifications to the System; or</p> <p>(ii) changing the sequence, method, manner or timing of provision of the Services;</p>
<p>"Change of Ownership"</p>	<p>means any material change to the ownership of any shareholding in the Contractor or a Guarantor or a Parent Company (that carries the right to vote in general meetings of the shareholders of the Contractor or a Guarantor or a Parent Company), and a change in the ownership is material if it is either:</p> <p>(a) a change of ten per cent (10%) or more of the Contractor's or the Guarantor's issued share capital during the duration of this Contract; or</p> <p>(b) the acquisition or divestment of ten per cent (10%) or more of a Parent Company's issued share capital by any one Parent Company, whether undertaken in a single transaction or a series of transactions;</p>
<p>"Change Reconciliation"</p>	<p>means the document of the same name as set out in paragraph 3.1.2(d) of Schedule 9.1 (Technical Authority);</p>

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"Matrix" or "CRM"	
"Change Request"	means a proposal to implement a Change;
"Charge Mode"	means an identifier for applying one (1) of up to four (4) different fare structures. At the Date of Contract there are two (2): peak and off-peak;
"Charge Profile"	means the Charge Mode to be applied in a given Time Band for a given Station pair;
"Chargeable Fare"	means the fare that is chargeable after taking Travel Products that are valid for a specific time period into consideration. If no Travel Products are applicable for the journey, then the Chargeable Fare will be the same as the Base Fare;
"Charges"	means the charges payable pursuant to Schedule 12.1 (Charges and the Financial Model);
"Chip & Signature"	means a type of EMV card that allows authentication of a chip card without the need for the Customer to enter a PIN;
"Chip and PIN"	means the method of payment that requires a Customer to enter a Personal Identification Number (PIN) as a means of verification of a credit/debit card;
"Chip Serial Number"	means the number within the microchip of a Smart Card that uniquely identifies it within its manufacturer's numbering scheme;
"Churn"	has the meaning set out in paragraph 4.1.1 of Schedule 4.2 (Surface Transport Services);
"Claim"	has the meaning set out in Clause 52.1 (Intellectual Property Rights Indemnity);
"Claims Amount"	has the meaning set out in Clause 78.1.18 (TTL's Termination Rights);
"Class VI Mirror"	means a mirror fitted to a Freight Vehicle that allows the driver to see what is immediately in front of the vehicle and that complies with Directive 2003/97/EC;
"Clock Synchronisation Error Threshold"	means a configurable time difference, set out in Base Data between Card Readers and the Central Clock that will result in an error being reported by the Card Reader;
"Clock Synchronisation Threshold"	means a configurable time difference, set out in Base Data, between Card Readers and the Central Clock that will result in a Card Reader resynchronising with the Central Clock;
"Close Proximity Sensor"	means a device consisting of a sensor system that detects objects in a vehicle's blind spot and alerts the driver via in-cab visual and/or audio stimuli and which alerts other road users to the planned movement of the vehicle when the vehicle's indicators are engaged;

"Coin Bowl"	means a Component within AFMs and MFMs which returns rejected coins or change to the Customer;
"Coin Handler Unit" or "CHU"	means a Component within POMs which is responsible for validating coins entered by Customers and, where specified, routing coins to an Escrow Facility;
"Coin Vault"	means a Component within AFMs and MFMs which stores coins;
"Collision Investigation"	means the investigation of a collision in order to ascertain its cause and to ascertain what procedures may be implemented to prevent recurrence of the collision;
"Collision Report"	means a report detailing the results of one or more Collision Investigations and those procedures, which have been put in place in order to prevent recurrence of collisions and such report shall be in the form set out in Appendix 1 to Schedule 8.5 (SQE);
"Commercial Issues Register"	has the meaning set out in paragraph 7.1.2 of Schedule 12.1 (Charges and the Financial Model);
"Commercial Off-The-Shelf" or "COTS"	<p>means Software or Hardware products to the extent that they are:</p> <ul style="list-style-type: none"> (a) ready-made; and (b) available for sale by a Third Party (other than the Contractor, any member of the Contractor Group or any Sub-Contractor or any employee, agent or contract worker of each of the foregoing) to persons generally on standard terms that are not normally negotiated (save in respect of the cost of such Software or Hardware products), <p>but in any event excludes Proprietary Tools and any bespoke development, modification or enhancement to such Software or Hardware products by that Third Party or by the Contractor, any member of the Contractor Group or any Sub-Contractor;</p>
"Commercial Review Meeting"	has the meaning set out in paragraph 7.1 of Schedule 12.1 (Charges and the Financial Model);
"Comparable Services"	means services that (in the opinion of the Benchmarking Advisor) are comparable to the Services (or the relevant part of the Services) that are the subject of a benchmarking exercise in terms of scope and complexity and, having regard to factors such as the standard of service being provided, the technology and assets used to provide the services, the location of the services (whether within, or outside of, the UK), levels of staff providing the services, volumes and the nature of the business of TTL;
"Compensation Payment"	means the Contractor's forecast profit for the sixth (6 th) Contract year as set out in the Financial Model;
"Competitive"	means Competitive Charges and Competitive Service Levels;
"Competitive"	means, in relation to the Benchmarked Price, that the Benchmarked Price is within the lowest quartile of charges for Comparable Services

"Charges"	provided by service providers included in the market sample determined by the Benchmarking Advisor;
"Competitive Service Levels"	means, in relation to the Benchmarked Service Levels, that the Benchmarked Service Levels are in the top quartile of service levels for Comparable Services provided by service providers included in the market sample determined by the Benchmarking Advisor;
"Completion of Work Certificate"	has the meaning set out in paragraph 3.8.2 of Schedule 12.3 (Contract Variation Procedure);
"Component"	means: (a) in respect of Hardware, an Asset forming part of a Device which is (i) comprised of Parts, (ii) capable of repair, (iii) individually traceable, and (iv) capable of being replaced onsite by an individual engineer or member of Contractor Personnel (for example ticket handling units, note handling units, paddle mechanism, and Gate motor assembly); or (b) in respect of Software, an individual software component including a software package, a web service, a web resource, or a Module that encapsulates a set of related functions (or Data) forming part of a Module;
"Compulsory Ticket Area"	means that part of the Transport Network for which a Customer must have a valid Travel Product to enter;
"Concessionary Permits"	means Travel Products for London Councils and such other associations as TTL may direct and issued by them to their residents, or other associations, as the case may be, who meet the conditions laid down by London Councils for entitlement to such Travel Products;
"Concessionary Scheme Management Contractor"	has the meaning set out in Appendix 1 of Schedule 4.5 (Support Services);
"Conduit"	means any duct, conduit, trench, trough, high pressure air system, trunking or other conducting medium or ancillary apparatus (or any part or parts thereof);
"Confidential Information"	means all information (whether written or verbal) that by its nature may reasonably be regarded as confidential, whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel;
"Configuration"	means an arrangement of Configuration Items in a particular form, figure, or combination for a purpose;
"Configuration Data"	means information regarding the location and other matters necessary to configure a Card Reader;

"Configuration Item" or "CI"	means any item of Hardware, Software or other component of the System with adjustable properties the attributes of and information (including Base Data) relating to which may be stored within the CMDB;
"Configuration Management"	means the process for maintaining information about Configuration Items required to deliver the Services, including their relationships to each other throughout the lifecycle of the Configuration Item;
"Configuration Management Database" or "CMDB"	means the repository of component information for each System Element as set out in section 3.1.6 of Schedule 6.6 (Operational Support System);
"Connected Modules"	means any Module that has an Interface with any other Module as a parent, child or peer;
"Connected Person"	means in relation to the Contractor, any of its employees, freelance contractors, agents, sub-contractors, suppliers, Affiliates, professional advisers and shareholders (including their Affiliates) (and the professional advisers to any of the foregoing) from time to time;
"Consent to Operate Certificate"	means a formal confirmation from TTL that it is Assured the Change resulting from a Project, Programme or a Fares Revision can be deployed into live operation;
"Constructed Journey"	means a Customer journey constructed from the sequence of Tap Transaction Data or Tap Data (as appropriate) received for a specific CPC or Prestige Card;
"Consumable"	means an item which may be depleted, worn out by use or used a limited number of times by a Customer, Operator Personnel or Device in the use or operation of the System as set out in Appendix 1 to Schedule 4.10 (Sales & Consumables);
"Contactless Payment Card" or "CPC"	means credit and debit cards which use radio-frequency identification (RFID) technology for making secure payments by interfacing with Card Readers;
"Continuation Entry"	means the occurrence where the following conditions are met during a Customer journey: (a) a first (entry) validation is made; (b) a second (entry) validation is made at a Passenger Validator at the same Station as the original entry validation within the relevant time period set out in Business Rules from the first validation; and (c) the third (exit) validation is at a different Station;
"Continuation Exit"	means the occurrence where the following conditions are met during a Customer journey: (a) a first (entry) validation is made; (b) a second (exit) validation is made at a Passenger Validator at a

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	different Station to the first validation; and (c) a third (exit) validation is made within the relevant time period set out in Business Rules from the second validation and at the same Station as the second validation;
"Contract"	means this contract including its Schedules, any Appendices or Annexes, and all ancillary documents as amended from time to time in accordance with its terms;
"Contract Information"	means (i) this Contract in its entirety (including from time to time agreed changes to this Contract), and (ii) data extracted from the Invoices, which shall consist of the Contractor's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the Invoice amount;
"Contract Management Meetings"	has the meaning set out in paragraph 5.1.1 of Schedule 8.1 (Organisation & Governance);
"Contract Manager"	means either the TCM appointed by TTL or the CCM appointed by the Contractor (as the context requires) each authorised to act on their appointing Party's behalf in connection with the Contract;
"Contract Managers Meeting"	means a meeting held in accordance with paragraph 5.2 of Schedule 8.1 (Organisation & Governance);
"Contract Payment Notice"	has the meaning set out in paragraph 6.1.3 of Schedule 12.1 (Charges and the Financial Model);
"Contract QUENSH Conditions"	means the document bearing that name issued by TTL to the Contractor and shall include all amendments, updates and reissues thereof issued by TTL from time to time;
"Contract Register"	has the meaning set out in paragraph 5.1.1 of Schedule 7.4 (Sub-Contracting);
"Contract Risks"	has the meaning set out in paragraph 1.2.1(c) of Schedule 11.2 (Risk Management);
"Contract Year"	means each of the separate successive periods each of twelve (12) calendar months' duration running from and including the Service Commencement Date irrespective of the length of the Term;
"Contractor"	means Cubic Transportation Systems Limited;
"Contractor Background IPR"	means the Intellectual Property Rights owned by or on behalf of one or more members of the Contractor Group or a Sub-Contractor that are: (a) in existence at the Service Commencement Date; or (b) created or developed after the Service Commencement Date other than in connection with the performance of the Services or other obligations under this Contract, but excluding Proprietary Tools;

"Contractor Competitor"	means any entity carrying on a business supplying products and services for ticketing and/or automatic fare collection and/or revenue protection on public transport passenger services substantially similar to the Services and in direct competition with the Contractor or its Subsidiaries from time to time;
"Contractor Confidential Information"	means: (a) the Contractor Financial Model Inputs; (b) personal information and Data specific to Contractor Personnel and Personnel of the Contractor Group, and their employment with the Contractor or other member of the Contractor Group (as applicable); (c) information and Data in relation to which the Contractor or member of the Contractor Group is under a duty of confidentiality to a Third Party (other than an Affiliate of the Contractor or such member of the Contractor Group, as applicable); and (d) the Period Cost Report and Financial Report.
"Contractor Contract Manager" or "CCM"	means the person appointed to the post of Contractor Contract Manager pursuant to Clause 53 (Contract Management) and each subsequent appointee;
"Contractor Developed"	means developed or manufactured wholly or mainly by the Contractor without any components from any person other than a member of the Contractor Group;
"Contractor Financial Model Input"	means the following inputs set out in the Financial Model: (a) I1 Labour Map (b) I2 Shared Labour (c) I3 Non-Labour Map (d) I4 Shared Non-Labour (e) I5 Risk Assessment (f) I6 Business Risk (g) I7 TUPE Comparison (h) I8 Rail Services Asset Qtys (i) B1 Operational Cost Breakdown (j) S1 Card Reader Services - S-STs-BRS (k) S2 Legacy Bus Services - S-STs-LBS (l) S3 River Services - S-STs-RVS (m) S4 The EAL Group - S-LUS-EAL (n) S5 The Overground Group - S-LUS-TOG (o) S6 The TIC Group - S-LUS-TIC (p) S7 The Underground Group - S-LUS-TUG (q) S8 LU ELAN - S-LUS-ELN (r) S9 TTL ELAN - S-RAI-TTE

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	(s) S10 TOC ELAN - S-RAI-TOE
	(t) S11 Tramlink (Cat 1) - S-RAI-CTL
	(u) S12 Docklands Light Rail (Cat 1) - S-RAI-DLR
	(v) S13 London Overground (Cat 1) - S-RAI-LRL
	(w) S14 TOC - C2C (Cat 1) - S-RAI-C2C
	(x) S15 TOC - Chiltern (Cat 1) - S-RAI-CHL
	(y) S16 TOC - First Capital Connect (Cat 1) - S-RAI-FCC
	(z) S17 TOC - First Great Western (Cat 1) - S-RAI-FGW
	(aa) S18 TOC - London Midland (Cat 1) - S-RAI-LDM
	(bb) S19 TOC - National Express East Anglia (Cat 1) - S-RAI-NEA
	(cc) S20 TOC - South Eastern Trains (Cat 1) - S-RAI-SET
	(dd) S21 TOC - South West Trains (Cat 1) - S-RAI-SWT
	(ee) S22 TOC - Southern (Cat 1) - S-RAI-SOU
	(ff) S23 TTL Joint Stations (Cat 2) - S-RAI-TTL
	(gg) S24 FTICs - S-RET-FTI
	(hh) S25 Retail Agent Network - S-RET-RAN
	(ii) S26 Approved Prestige Vendors - S-SUP-APV
	(jj) S27 FastIS Operator - S-SUP-FTO
	(kk) S28 Fulfilment Parties - S-SUP-FLP
	(ll) S29 FTP Back Office Services - S-BAC-FTP
	(mm) S30 ITSO Services - S-BAC-ITS
	(nn) S31 Prestige Back Office Services - S-BAC-PRE
	(oo) S32 Supply and distribution of consumable items - S-SAL-CON
	(pp) S33 Travel products sales fulfilment services - S-SAL-TRV
	(qq) S34 Period Prestige Card Cost - S-SAL-CRF & S-SAL-CRV
	(rr) S35 Pearl Licence Fee - Pearl Licence Fee
	(ss) S36 TTL Module Infrastructure Services - S-BAC-MIS
	(tt) S37 Hosting Services - S-BAC-HOS
	(uu) ET1 Early Termination at Year Five
	(vv) ET2 Early Termination of Pre-Determined Services
	(ww) P1 Parkeon Card Reader Services - S-STC-BRS
	(xx) P2 Parkeon Fixed Churn - S-STC-CHN
	(yy) P3 Parkeon Legacy Bus Services - S-STC-LBS
	(zz) P4 Parkeon River Services - S-STC-RVS;
"Contractor Financial Year"	means the twelve month period ending on 30 September each calendar year;
"Contractor"	means the Contractor and its Affiliates;

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Group"	
"Contractor Passes"	has the meaning set out in paragraph 4.5.4 of Schedule 4.10 (Sales & Consumables);
"Contractor Personnel"	means all Personnel of the Contractor (including any Personnel of any Sub-Contractor) employed or engaged in the performance of any of the Services, including the Key Personnel;
"Contractor Proposed Variation"	means a Variation proposed by the Contractor for consideration by TTL where the Contractor and TTL are to agree the impact of proposed implementation of the Variation pursuant to Schedule 12.3 (Contract Variation Procedure);
"Contractor Release"	means a collection of related Configuration Items defined by the Contractor Release Manager, grouped for a particular business purpose such as a Project;
"Contractor Release Manager"	means the individual nominated by the Contractor to schedule and manage Contractor Releases on behalf of the Contractor according to the processes set out in paragraph 4.3 of Schedule 10.1 (Change Management);
"Contractor Release Plan"	has the meaning set out in paragraph 4.3.1 of Schedule 10.1 (Change Management);
"Contractor Risk Contingency"	has the meaning set out in paragraph 6.3.2(d) of Schedule 12.3 (Contract Variation Procedure);
"Contractor Sites"	means any premises owned or operated by the Contractor, its Sub-Contractors or another Third Party on its behalf where the Services or any other of the Contractor's obligations under the Contract are performed;
"Contractor's Actuary"	means such actuary as may be nominated by notice in writing from the Contractor to TTL;
"Contractor's Organisational Plan"	means the plan prepared in accordance with paragraph 3.1.1 of Schedule 8.1 (Organisation & Governance);
"Contractor's Price Adjustment"	has the meaning set out in paragraph 6.1.10(b) of Schedule 12.2 (Value for Money);
"Contractor's Proposal"	has the meaning set out in paragraph 3.4.1 of Schedule 12.3 (Contract Variation Procedure);
"Contractor's Proposed Variation Notice"	has the meaning set out in paragraph 3.4.5 of Schedule 12.3 (Contract Variation Procedure) ;
"Control"	means: (a) with respect to a person, that a person possesses directly or indirectly and whether by ownership of share capital, the

	<p>possession of voting power, contract or otherwise, the power to appoint or remove (or both) all of the members of the board of directors or other governing body of a person as are able to cast the majority of the votes capable of being cast by the members of that board or body on all, or substantially all, matters, or otherwise to control or have the power to control the policies and affairs of that person (and for the purposes of determining whether the power to appoint or remove directors exists the provisions of section 1159(3) and schedule 6 of the Companies Act 2006 shall apply); or</p> <p>(b) with respect to any: (i) item of information, including, without limitation, Know-How; or (ii) Intellectual Property Right, the possession (whether by ownership or licence, other than pursuant to this Contract) by a Party of the ability to grant to the other Party access and/or a licence as provided herein under such item or right without violating the terms of any agreement or other arrangements with any Third Party existing as of the Date of Contract or during the Term,</p> <p>and Controlled shall be construed accordingly;</p>
"Core Data Landing" or "Core Data Landing Module"	means the system used to transfer Data between Front Office Modules and Prestige, ITS0 and FTP Back Office Modules as set out in in section 2.1 of Schedule 6.5 (Data Landing Systems);
"Corporate Customer"	has the meaning set out in paragraph 1.2.1(a) of Schedule 4.10 (Sales & Consumables);
"Corrective Action Notice"	means a notice issued by TTL pursuant to Clause 23 (Corrective Action Notices);
"Corrective Action Plan"	<p>means a plan to be prepared by the Contractor as a result of a deficiency in its performance and which sets out:</p> <p>(a) the relevant event triggering a requirement for the plan;</p> <p>(b) the reasons why the Contractor's performance was deficient;</p> <p>(c) a date by which the relevant Contract obligation is to be performed and/or delivered (as the context requires);</p> <p>(d) the specific measures and remedial actions which the Contractor will adopt and undertake to ensure that the deficient performance is remedied and will not be repeated; and</p> <p>(e) the specific programme for the actions specified to Assure TTL that sufficient action will have been undertaken in sufficient time to avoid repeated deficient performance;</p>
"Corrective Maintenance"	means maintenance work undertaken by or on behalf of the Contractor to repair or replace Assets following the failure of such Assets;
"Corrupt Act"	has the meaning set out in Clause 73.3 (Ethics, Bribery and Corruption);
"Corruption Law"	means all applicable Laws in connection with bribery and corruption,

	<p>including without prejudice to the generality of the foregoing:</p> <ol style="list-style-type: none"> (1) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997, which entered into force on 15 February 1999, and the Conventions Commentaries; (2) the United States Foreign Corrupt Practices Act ("FCPA"); and (3) the United Kingdom Bribery Act 2010 and, in relation to conduct prior to the Bribery Act 2010 being brought into force, the United Kingdom Public Bodies Corrupt Practices Act 1889 and the Prevention of Corruption Act 1906 (together the "UK Corruption Laws"), <p>and for these purposes the offences created by the FCPA and the UK Corruption Laws are deemed to apply to the Contractor and any director, employee or agent of the Contractor irrespective of the jurisdictional scope of the FCPA and the UK Corruption Laws;</p>
"CPA Hardware Security Module" or "CPA HSM"	has the meaning set out in section 3.1.3 of Schedule 6.2 (FTP Back Office System);
"CPA Shield"	has the meaning set out in section 3.1.3 of Schedule 6.2 (FTP Back Office System);
"Credit Count"	means a mechanism for counting the difference between the number of successful validations at a Gate and the number of Customers who have validated their travel and begun to pass through a Gate Walkway, which is used to ensure that the Gate paddles remain open while the count is greater than zero and close when the count returns to zero;
"Critical Failure"	means a condition or failure within the LU Services or the Rail Services which jeopardises, or in TTL's reasonable opinion could be considered likely to jeopardise, the health, safety or well-being of any Customer, Operator Personnel, Contractor Personnel or any other person;
"Critical Output File"	means a defined set of Data set out in Schedule 11.5 (Information and Reporting Services) that TTL has deemed to be required for a specific business need over and above Data that can be extracted in normal operation;
"Critical Service"	means an element of the System that is essential to its operation;
"CRL"	means Crossrail Limited;
"Cubic Payment Application" or "CPA"	has the meaning set out in paragraph 3.1.3 of Schedule 6.2 (FTP Back Office System);
"Cubic Section"	means the Cubic Transportation Systems Limited Section of the TfL

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	Pension Fund;
"Cumulative Failure Log" or "CFL"	has the meaning set out in paragraph 7.2.1 of Schedule 4.1 (Service Delivery);
"Cumulative Spend"	means the total spend to be settled with the Merchant Acquirer for a CPC i.e. the sum of all Daily Charges and adjustments made due to the arrival of late taps or synthetic taps;
"Current Mode "	means the active mode of operation of a Card Reader;
"Customer"	means a person who intends to purchase or has purchased a Travel Product and shall include all Passengers;
"Customer Account/Self Care" or "CASC"	means the Interfacing System which manages Customer accounts and provides Customer self service facilities associated with the FTP Back Office Modules;
"Customer Display"	means a visual display for conveying information to Customers when using Devices;
"Customer Reminder"	means a message displayed to a Customer that is triggered when certain conditions (as outlined in Base Data) are met (e.g. travelcard near expiry date);
"Customer Type"	means an identifier set out in Base Data that allows specific fare structures to be applied to certain Customers;
"Daily Account"	means the daily summary financial information sent from Front Office Modules to the ESAF;
"Daily Charge"	means the daily spend to be settled with the Merchant Acquirer for a CPC;
"Daily Status Review Meeting"	means the meeting as set out in Appendix 4 of Schedule 4.1 (Service Delivery);
"Daily Summary of Accounts" or "DSA"	means a report produced by each Station Account Facility that records the details of summary data and records for each Operator Personnel daily accounts and all detail for POM daily accounts and money movements between Operator Personnel and POMs;
"Dashboards"	has the meaning set out in paragraph 5.1.2 of Schedule 4.1 (Service Delivery);
"Data"	means data compiled, generated, collected, processed or stored during the performance of the Services (or any part thereof), including Personal Data and data supplied to TTL, the TTL Group, Related Contractors and/or Interfacing Parties in connection with the Services or this Contract;
"Data Centre"	means one of the Sites containing Back Office Modules;

"Data Entities"	means types of objects possessing the same Data characteristics;
"Data Flow" or "Data Feed"	means the Software, Hardware, systems, protocols, processes, procedures or methods used to transmit, transfer or otherwise provide Data in connection with the System, the IRC System and/or the Services whether between physical elements of the Systems and/or the IRC System or logical elements of the Systems and/or the IRC System, including all communications protocols;
"Data Module"	has the same meaning as Driver Module;
"Data Protection Legislation"	means the Data Protection Act 1998 (as amended, updated or superseded from time to time) (the "DPA") and any subordinate legislation made under the Act from time to time, and any guidance issued by the Information Commissioner in relation to such legislation;
"Data Records"	means a component part of a Prestige Card OCRA registration record containing all Customer information;
"Data Security Breach"	has the meaning set out in Clause 28.8.1 (Information Governance);
"Data Sets"	means the sets of Data as defined in paragraph 4.2.1(a) of Schedule 11.5 (Information and Reporting Services);
"Data Subject"	has the meaning given to it by section 1(1) of the DPA;
"Databases"	means any Data which are embodied in any electronic or tangible medium and stored or processed by or on behalf of the Contractor (including by or on behalf of, any member of the Contractor Group or any Sub-Contractor) in connection with the System, the IRC System and/or the Services, including any associated structure, architecture, configuration, organisation, presentation or representation, operational definition, logical model, application or application programming;
"Date Compliant"	means that: (a) use and functionality, and the ability to express and calculate Data in accordance with dates and times, are unaffected by changes in dates, including year changes and leap years; and (b) dates will be expressed in the format dd/mm/yyyy;
"Date of Contract"	means the date on which the Contract is signed by both Parties;
"Date of Referral"	has the meaning set out in paragraph 5.6.4 of Schedule 15 (Dispute Resolution Procedure);
"Date of Service Commencement"	means the date on which the relevant Eligible Employees commence the provision of some or all of the Services pursuant to the terms of the Contract;
"Day 10 Consent to"	has the meaning set out in paragraph 2.2.28 of Schedule 10.3 (Fares

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"Operate"	Revision);
"Day 10 Table Loading"	has the meaning set out in paragraph 2.2.29 of Schedule 10.3 (Fares Revision);
"Day 14 Request to Operate"	has the meaning set out in paragraph 2.2.26 of Schedule 10.3 (Fares Revision);
"Day 30 Integration Testing"	has the meaning set out in paragraph 2.2.21 of Schedule 10.3 (Fares Revision);
"Day 30 Transport Operator Fares"	has the meaning set out in paragraph 2.2.20 of Schedule 10.3 (Fares Revision);
"Day 42 Fares Revision Moratorium"	has the meaning set out in paragraph 2.2.16 of Schedule 10.3 (Fares Revision);
"Day 42 Fares Revision Requirements Document"	means the document developed by the Contractor which sets out the Contractor's understanding of TTL's requirements in relation to a Fares Revision. Such document shall be developed through an iterative process based on the 136 Day Letter and shall be maintained by the Contractor as current to ensure that it contains all TTL requirements and Changes required as a result of a Fares Revision;
"Day 42 Final Fares Details"	has the meaning set out in paragraph 2.2.18 of Schedule 10.3 (Fares Revision);
"Day 42 System and Regression Testing"	has the meaning set out in paragraph 2.2.17 of Schedule 10.3 (Fares Revision);
"Day Type"	means a configurable day, range of days or date, as set out in Base Data, which is used to support Business Rules that apply calendar-dependent fares;
"Debt Age Triggers"	means triggers that initiate Debt Recovery for identified Customer debt that has a specific age value;
"Debt Recovery"	means the process of attempting to recover outstanding Customer debt on CPCs;
"Debt Recovery Engine" or "DRE"	has the meaning set out in section 3.2.1 of Schedule 6.2 (FTP Back Office System);
"Default"	means any breach of the obligations of the relevant party (including fundamental breach or breach of a fundamental term) or any other default, omission or negligence of the relevant party, its directors, employees, servants, agents or sub-contractors in connection with or in relation to the subject-matter of the Contract or any act or statement of the relevant party, its directors, employees, servants, agents or sub-contractors contrary to the provisions of the Contract;

"Delta List"	means a partial Prestige Hotlist, ITSO Hotlist, Action List, ITSO Action List or Status List specifying the difference between the current list stored on a Front Office Module and that in the Back Office Modules;
"Dependency"	means an express obligation, requirement or dependency on TTL to procure or perform in accordance with the terms of this Contract;
"Dependency Failure"	has the meaning set out in Clause 46.1.1 (Relief Events);
"Depositible IPR"	means all physical, electronic and other tangible manifestations of IPR which are reasonably capable of being deposited in the TTL Depository, whether in human or machine-readable form or otherwise, including completed Module Templates, Software in Source Code form, program listings, circuit diagrams, narrative descriptions, transaction definitions, status definitions, encoding or command structures, encryption processes, operating instructions and user manuals, materials lists, parts lists, components specifications, build files, workshop documentation, helpdesk processes, test processes, workshop processes and other processes, procedures or methods created, developed, provided or used by or on behalf of the Contractor to provide the System and/or the Services, including any Variations or Changes to any of the foregoing from time to time, but in each case excluding Proprietary Tools;
"Designated Credit Rating"	means a Standard and Poor's Ratings Services long term credit rating of AA or better or a Moody's Ratings Services long term credit rating of Aa2 or better or if either such agency no longer offers such rating, an equivalent rating with an agency of equivalent standing;
"Designated Employee"	has the meaning ascribed to it in paragraph 1.3.3(a) of Schedule 20 – (Part A: TUPE and Employees);
"Designated Premises"	means premises provided by or on behalf of the Contractor which have addresses expressly set out in a relevant Variation, or if no such addresses are expressly set out, then premises in the United Kingdom, or as otherwise agreed by the Parties from time to time in accordance with Schedule 12.3 (Variation Procedure);
"Desktop Encoder Unit"	has the meaning set out in section 3.1.4 of Schedule 5.5 (Prestige Cards and Enablement);
"Desktop Encoder Unit Card Reader"	means the unit as described in section 3.1.5 of Schedule 5.5 (Prestige Cards and Enablement);
"Detailed Data"	means Data produced in the filtering and loading process of the Back Office Modules from the business transaction records and Device transactions of the Modules;
"Detailed Data Entities"	means Data Entities related to Detailed Data;
"Detailed Derived"	means Detailed Data that has been re-processed by the Back Office

"Data"	Modules to produce additional Detailed Data;
"Detailed Derived Data Entities"	means Data Entities related to Detailed Derived Data;
"Detailed Level Data"	means Detailed Data and Detailed Derived Data;
"De-tokenisation"	means the process of redeeming a CO Token with the original associated ePAN via the Cubic Payment Application;
"Device"	means an Asset comprised of Components and/or Parts, for example Gates, Multi Fare Machines and Electronic Ticket Machines;
"Device Category"	means the category of Device set out in the Schedule of Sites and Zones;
"Device End of Traffic Day Time & Counters"	means electronic data records of the number of times a Gate or Validator has been used during a Traffic Day;
"Device Group"	has the meaning set out in paragraph 1.2.3(e) of Schedule 4.3 (LU Services);
"Device Identity Details" or "DID"	means an electronic Data field that individually identifies every Gate;
"Device Operator"	means the member of Operator Personnel responsible for entering encoding instructions into the PC linked to a Card Enablement Device;
"Different Station Re-entry"	means the occurrence where the following conditions are met: (a) a first (entry) validation is made; (b) a second (exit) validation is an exit made at a different Station to the first, on the same Traffic Day, within the Maximum Journey Time; and (c) a third (entry) validation is an entry made at a different Station to the second validation, within the relevant time limit (if one is defined in Business Rules) and on the same Traffic Day;
"Direct Costs"	has the meaning set out in paragraph 6.3.2(a) of Schedule 12.3 (Contract Variation Procedure);
"Disallowed Sums"	has the meaning set out in paragraph 6.1.3 of Schedule 12.1 (Charges and the Financial Model);
"Disclosing Party"	has the meaning set out in Clause 51.22 (Intellectual Property Rights);
"Discount Entitlements"	means discounts to fares applied for each Card Type, as specified in Base Data;
"Discounted Fare"	means the fare for the journey after Transfer Discounts have been applied. If no Transfer Discount is applicable for the journey, then the

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	Discounted Fare will be the same as the Chargeable fare;
"Dispute"	means any dispute, issue, disagreement, difference or question of interpretation arising out of or in connection with the Contract or the Services, including failure to agree in accordance with the Variation Procedure or any matter where the Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Schedule 15 (Dispute Resolution Procedure);
"DLR"	means Docklands Light Railway;
"Document"	means an item of Documentation;
"Document Management Plan"	has the meaning set out in paragraph 1.1.1(a)(i) of Schedule 11.1 (Document Management);
"Document Management System"	has the meaning set out in paragraph 1.1.1(a)(ii) of Schedule 11.1 (Document Management);
"Document Register"	has the meaning set out in paragraph 1.1.1(a)(iii) of Schedule 11.1 (Document Management);
"Document Submission"	has the meaning set out in paragraph 4.2.1 of Schedule 11.1 (Document Management);
"Documentation"	means operating manuals, program listings, data models, flowcharts, logic diagrams, input and output forms, instructions, technical literature (including, drawings, designs, blue prints, schematics and plans), equipment and component inventories, source codes, functional specifications, testing specifications, performance specifications, physical specifications, interface specifications, written processes and procedures, including the documents specified in Schedule 11.1 (Document Management), all documents required under this Contract and all other related materials in eye-readable or electronic form and complete or partial copies of the foregoing;
"Domain"	means an aggregation of Module Groups as set out in the Domain Component Map;
"Domain Component Map" or "DCM"	means the repository of information on all systems, domains, module groups, modules, components and interfaces maintained by TTL and which is used to assess the impact of changes on the TTL Systems Portfolio and the version as at the Date of Contract is set out in Appendix 1 of Schedule 9.1 (Technical Authority);
"Downward Variation"	means a reduction in the scope of the System and/or Services other than for the Pre-determined Services or any termination of Services relating to Magnetic Tickets in accordance with Clause 77.3.1 (Early Termination by TTL of Pre-determined Services);
"Draft Key Sub-	has the meaning set out in paragraph 5.4.2 of Schedule 7.4 (Sub-

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Contract Terms and Conditions"	Contracting);
"Driver"	means any Contractor Personnel (including an agency driver), who operates Freight Vehicles on behalf of the Contractor while providing the Services;
"Driver Sign Off Command"	means the command issued by the bus driver when a bus is powered off that disables the ETM and Card Readers on the bus;
"Driver Sign On Command"	means the command issued by the bus driver when a bus is first powered on that enables the ETM and Card Readers on the bus;
"Drivers Data Module" or "Driver Module"	has the meaning set out in paragraph 1.2.3(c)(iii) of Schedule 4.2 (Surface Transport Services);
"E2-Gate"	has the meaning set out in section 3.2.5 of Schedule 5.2 (Validation and Access Control);
"EAL"	means the cable car that at the Date of Contract is known as Emirates Air Line;
"EAL Group"	has the meaning set out in paragraph 1.2.3(i) of Schedule 4.3 (LU Services);
"EAL Terminal"	means Emirates Greenwich Peninsula or Emirates Royal Docks, the two (2) boarding points for the EAL;
"Early Life Support"	has the meaning set out in paragraph 10.2.1 of Schedule 4.1 (Service Delivery);
"Early Termination Option"	has the meaning set out in Clause 5.3 (Commencement and Term);
"ELAN Fault"	has the meaning set out in paragraph 11.1.3 of Schedule 4.1 (Service Delivery);
"ELAN Incident"	means an alert or issue which indicates an ELAN Fault is imminent;
"ELAN Service"	means the services provided by the Contractor pursuant to paragraph 11 of Schedule 4.1 (Service Delivery);
"Electric Gate" or "E-Gate" or "E1 Gate"	has the meaning set out in section 3.2.3 of Schedule 5.2 (Validation and Access Control);
"Electronic Primary Account Number" or "ePAN"	means the electronic primary account number read from the CPC in a contactless transaction, which may differ from the Embossed PAN;
"Electronic Ticket Machine" or "ETM"	has the meaning set out in section 3.3.4 of Schedule 5.3 (Retail);
"Element Manager"	has the meaning set out in section 3.1.3 of Schedule 6.6 (Operational

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"System" or "EMS"	Support System);
"Eligible Employees"	has the meaning given to that term in paragraph 1.1.4 of Appendix 1 to Schedule 20 (Part A: TUPE and Employees);
"Eligible Employee Staff Passes"	means the passes issued to Eligible Employees, their spouses, civil partners, dependants and children who are eligible for TTL Staff Travel Facilities and for BR Privilege Facilities;
"Embossed PAN"	means the sixteen (16) digit primary account number displayed on the front of a debit/credit card which identifies a credit/debit card account;
"Emergency Access Record"	has the meaning set out in paragraph 3.7.1 of Schedule 8.4 (Access Management);
"Emergency Change"	means a Change to prevent a Critical Service from becoming unavailable or to restore a Critical Service;
"Emergency Open" or "EMO"	means the Gate Mode whereby an event causes Gates to open allowing access to and from the Transport Network;
"Emergency Out of Station Interchange" or "EOSI"	means a temporary change to Business Rules allowing Passengers to validate their exit from the Transport Network and re-enter at another Gate or Station without charge;
"Employer"	means the Contractor and any other employer of a Pensionable Employee while he or she is in Protected Employment;
"EMV Data Processor 2" or "EMV DP2"	has the meaning set out in section 3.1.2 of Schedule 6.2 (FTP Back Office System);
"Encryption Keys"	means the keys generated by the Key Management System to MAC and authenticate Transaction Data, tables and files distributed throughout the System;
"End Date"	means, in relation to any Service, the date on which the Contractor ceases to be responsible for the provision of such Service pursuant to the provisions of this Contract, including following the period during which any of the activities required under Clause 82 (Handback of Services) and/or the Handback Plan are or are to be carried out or if no such period is specified by TTL in accordance with Clause 82 (Handback of Services) then the date of the seventh (7th) anniversary of the Service Commencement Date or such later date in accordance with Clause 5.4 or the relevant date that any notice to terminate under Clauses 5.3 (Commencement and Term), 77 (Early Termination by TTL of Pre-Defined Services), 78 (TTL's Termination Rights) or 79 (Contractor's Termination Rights) relating to the relevant Services takes effect, as applicable;
"End of Day Report"	means a report created by the Central Systems summarising all Transaction Data for all Devices each Service Day;

"Engineering Resource Centre" or "ERC"	means the capability within the Data Landing Systems which enables checking of the status of various Devices within the Front Office Modules;
"Enhanced LAN"	has the meaning set out in Section 3.4 of Schedule 5.4 (Control Systems and Networks);
"Enhanced Station Accounting Facility" or "ESAF"	has the meaning set out in section 3.2.3 of Schedule 5.3 (Retail);
"Entry Charge"	means the charge specified in Base Data which is applied to Prestige Cards on entry to the Transport Network;
"Entry Threshold"	means a minimum Pay As You Go balance specified in Base Data which a Prestige Card is required to have in order for entry to the Transport Network to be permitted;
"Environmental Plan"	has the meaning set out in paragraph 4.1.3 of Schedule 8.5 (SQE);
"Environmental Reports"	means the reports prepared by the Contractor in accordance with paragraph 4.4 and 4.6 of Schedule 8.5 (SQE);
"Equality Act"	means the Equality Act 2010 (as amended, updated or superseded from time to time) and any subordinate legislation made under the Act from time to time;
"Equality Duty"	has the meaning set out in Clause 75.2.1 (Supplier Diversity);
"Equipment Database"	means the database stored by the Garage Computer which records all Devices (PTIDs, Garage Terminals, ETMs etc) which are associated with that particular Garage;
"Equipment Hotlist"	means a list maintained by the LTBC and distributed to Garage Terminals via Garage Computers which records lost/ stolen equipment which is no longer authorised for use;
"Escalation Procedure"	means the procedure set out in paragraph 3 of Schedule 15 (Dispute Resolution Procedure);
"Escalation Process"	means the process adopted by the Parties for the resolution of certain incidents and situations described in the Contract, including the process referred to in paragraph 2.3.2(e) of Schedule 8.3 (Major Incident Management);
"Escrow Facility"	means where a Component is able to hold notes/coins tendered by a Customer whilst the Customer completes their transactions in POMs and, if the transaction is unsuccessful, the notes/coins are returned to the Customer;
"Ethical Sourcing Principles"	has the meaning set out in Clause 76.1 (Ethical Sourcing);

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"ETM Baseplate"	means the Component used to fix the Electronic Ticket Machine to a power supply on a bus and the bus radio system as set out in section 3.3.4 of Schedule 5.3 (Retail);
"Europay, MasterCard, Visa" or "EMV"	means the international specification for chip-based payment cards developed by American Express, JCB, MasterCard and Visa as further specified in Schedule 9.3 (Standards);
"Events"	means information forwarded to System Elements from the Element Manager System;
"Exception Report"	means reports automatically created by the System to highlight inconsistencies identified, for example, within Station Accounting Reports and when a POM contains less money than the Central System calculates that it should have;
"Excess Profit Amount"	has the meaning set out in paragraph 4.1.3(k) of Schedule 12.2 (Value for Money);
"Excess Profit Threshold"	means the percentage margin set out at the volumes and assumptions tab within the Financial Model above which margin is considered to represent excess profit;
"Exempted Charges"	has the meaning set out in paragraph 4.1.2 of Schedule 12.2 (Value for Money);
"Exempted Costs"	has the meaning set out in paragraph 4.1.3(e) of Schedule 12.2 (Value for Money);
"Exempted Profit"	has the meaning set out in paragraph 4.1.3(f) of Schedule 12.2 (Value for Money);
"Existing Contract"	means the Future Ticketing Agreement between TTL and the Existing Contractor dated 12 November 2008 and as amended pursuant to a Deed of Amendment dated 21 April 2011;
"Existing Contract Handback Plan"	means a document provided by the Existing Contractor to TTL that defines how the Existing Services and Existing System will be migrated to the Contractor;
"Existing Contract Handback Programme"	means a plan detailing the activities required to migrate the Existing Services and Existing System to the Contractor;
"Existing Contractor"	means Cubic Transportation Systems Limited;
"Existing Employers"	has the meaning ascribed to it in paragraph 1.2.1 of Schedule 20 – (Part A: TUPE and Employees);
"Existing Interface"	means an External Interface in existence at the Service Commencement Date;
"Existing Services"	means the services carried out by the Existing Contractor under the

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	Existing Contract;
"Existing System"	means the system within the scope of the Existing Contract;
"Exit Adjustment"	means an amount applied to a Prestige Card on exit from the Transport Network used to ensure the correct amount is credited or debited from a Prestige Card for the journey taken;
"Exit Charge"	means a charge applied to a Prestige Card on exit from the Transport Network;
"Expiry Date"	means the date of the final End Date under this Contract, either at the end of the period during which any of the activities required under Clause 82 (Handback of Services) and/or the Handback Plan are or are to be carried out or if no such period is specified by TTL in accordance with Clause 82 (Handback of Services) then the date of the seventh (7th) anniversary of the Service Commencement Date or such later date in accordance with Clause 5.4 (Commencement and Term) or the relevant date that any notice to terminate this Contract under Clauses 5.3 (Commencement and Term), 78 (TTL's Termination Rights) or 79 (Contractor's Termination Rights) takes effect, as applicable;
"Expiry Parameter"	means a parameter, specified in Base Data, to enable a warning message to be conveyed to a Customer when the number of days remaining on their Period Product is less than a particular value;
"Exploit"	means the use of Foreground IPR other than for the purposes of this Contract;
"Extended Term"	has the meaning set out in Clause 5.4 (Commencement and Term);
"Extension Fraud"	means a situation in which travel is validated by a Customer at the start Station of a journey using a Travel Product valid within the entry Station Zone, then validated on exit at the same Station, but the Customer remains in the Transport Network, travelling across additional Zone(s) not covered by the relevant Travel Product and finally touches out at the end of the journey within the relevant Travel Product Zones;
"External Controller"	means a PC used to coordinate Prestige Card processing at a Desktop Encoder Unit assembly;
"External Factor Analyses"	means a review carried out by the Contractor in accordance with paragraph 2.5 of Schedule 8.5 (SQE);
"External Interface"	means an Interface between the System and/or the IRC System and a Related System or an Interfacing System set out in the Interface Register and/or introduced by Variation;
"Failure Day"	has the meaning set out in Clause 62.5.1 (Liability Provisions and Indemnities);
"Fare Apportionment"	means the Base Data used to calculate the apportionment of revenue

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"Matrix"	between TTL and Train Operating Companies;
"Fare Descriptions"	means Base Data for Journey Fares, where each fare is defined by an origin, destination and route;
"Fare Revision Tables"	means a table containing Data pushed to the relevant Modules such as the Fares Generator and Front Office Modules describing the amendment needed to stored Fares Data;
"Fare Tables"	means tables which hold and reference the detailed Fares Data and fares structure;
"Fares and Aggregation Engine" or "FAE" or "Fares Aggregation Engine Module" or "FAE Module"	has the meaning set out in section 3.3 of Schedule 6.2 (FTP Back Office System);
"Fares Data"	means all Data covering fares including possible combinations of modes of transport, Card Types, type of Card (ITSO, Prestige, CPC) journey origin and destination and Intermediate Validations;
"Fares Generator" or "FG"	has the meaning set out in section 3.4.2 of Schedule 6.2 (FTP Back Office System);
"Fares Packs"	has the meaning set out in paragraph 2.2.24 of Schedule 10.3 (Fares Revision);
"Fares Revision"	means the process for the revision of fares set out in Schedule 10.3 (Fares Revision) and includes Scheduled Fares Revisions and Ad Hoc Fares Revisions;
"Fares Signatures"	means the unique identifier used by the FAE to match a Constructed Journey and calculate journey fares;
"FastIS"	means a ticket issuing system manufactured by Cubic Transportation Systems Limited;
"FastIS Card Reader"	means a Card Reader that interfaces with FastIS;
"FastIS Operator"	has the meaning set out in paragraph 4.1.1 of Schedule 4.5 (Support Services);
"Fault"	means an issue with a Related System or Interfacing System that affects the Services;
"Fault Tree Analysis"	means a report prepared by the Contractor in accordance with paragraph 2.4 of Schedule 8.5 (SQE);
"fDDA" or "Fast Dynamic Data"	means fast Dynamic Data Authentication, a form of software security mechanism for Devices that communicate with each other;

"Authentication"	
"Feedback File"	means a message that confirms the success or failure of a CPC payment with the Merchant Acquirer;
"Field Service Operation"	has the meaning set out in paragraph 2.4.1 of Schedule 4.1 (Service Delivery);
"Final Cumulative Failure Log" or "Final CFL"	has the meaning set out in paragraph 7.2.4 of Schedule 4.1 (Service Delivery);
"Final Employee List"	has the meaning set out in paragraph 5.4.3 of Schedule 12.1 (Charges and the Financial Model);
"Financial Distress Event"	means the occurrence of one or more of the events listed in paragraph 3.1 of Schedule 13 (Financial Distress);
"Financial Distress Mitigation Plan"	means a plan setting out how the Contractor will ensure the continued performance and delivery of the Services in accordance with the Contract in the event that the Contractor suffers a Financial Distress Event;
"Financial Model"	means the financial model appended to Schedule 12.1 (Charges and the Financial Model) as amended in accordance with paragraph 5 of Schedule 12.1 (Charges and the Financial Model) from time to time;
"Financial Report"	has the meaning set out in paragraph 3.1.2(b) of Schedule 12.2 (Value for Money);
"Fire Protection Systems"	means any system implemented in a Station that is used to protect Customers and Assets in the event of a fire;
"First Come First Served"	means a Gate Mode that allows a Gate to open in the direction of travel of the first person to validate their Travel Product;
"First Employee List"	has the meaning set out in paragraph 5.4.1 of Schedule 12.1 (Charges and the Financial Model);
"First Fit"	has the meaning set out in paragraph 4.3.3 of Schedule 4.2 (Surface Transport Services);
"Fit For Purpose"	means: <ul style="list-style-type: none"> (a) in the case of Hardware, Software, systems or interfaces, that the Hardware, Software, systems or interfaces deliver the functionality for the intended use, as envisaged by performance criteria and other requirements of the Contract; and (b) in the case of documentation and any other deliverables not referred to in (a) above, means that the relevant documentation or deliverables: <ul style="list-style-type: none"> (1) are complete taking into account the stage of the implementation of the Services; (2) meet any criteria or requirements relevant to the

	<p>documentation or deliverables and set out in the Contract;</p> <p>(3) are comprehensible to someone with the knowledge and skills of the intended audience;</p> <p>(4) reflect Good Industry Practice;</p> <p>(5) are consistent with any physical or actual assets or processes that they describe; and</p> <p>(6) take account of TTL's reasonable comments following prior review unless otherwise agreed between the parties;</p>
"Fleet Operator Recognition Scheme" or "FORS"	means the accredited scheme for businesses operating van and lorry fleets which is free to join and offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
"Floor Limit"	means the amount of money above which credit card transactions must be authorised;
"FOIA Legislation"	means the Freedom of Information Act 2000 (the " FOIA "), all regulations made under it and the Environmental Information Regulations 2004 (the " EIRs ") and any amendment or re-enactment of any of them; and any guidance issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;
"Footer Record"	means a component part of a Prestige Card OCRA registration record containing the data type and data record number;
"Force Majeure Event"	<p>means any of the following:</p> <p>(a) war or civil war (whether declared or undeclared);</p> <p>(b) civil unrest;</p> <p>(c) any act of terrorism or a specific threat of terrorism which results in the partial or total, temporary or long term closure of any Sites;</p> <p>(d) lightning, earthquake, or extraordinary storm;</p> <p>(e) fire or flooding; or</p> <p>(f) the failure by a Sole Supplier to perform its contract with the Contractor due to the occurrence of any of the events listed in (a) to (e) above,</p> <p>to the extent that such event has materially affected the ability of the party relying on the Force Majeure Event (the "Affected Party") to perform its obligations in accordance with the terms of the Contract, but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact including by not having in place reasonable disaster recovery plans;</p>
"Foreground IPR"	means all Intellectual Property Rights created or developed in any

	<p>way, and from time to time, by or on behalf of the Contractor (or any Sub-Contractor or member of the Contractor Group) in connection with the performance of the Services or other obligations under this Contract (including any Variations):</p> <p>(a) including Changes to those Intellectual Property Rights (including Changes to COTS products and Third Party IPR) regardless of who creates, develops or makes them from time to time; BUT</p> <p>(b) excluding any COTS elements where the Contractor is not able to obtain ownership of the relevant Intellectual Property Rights for TTL and which shall be dealt with pursuant to Clause 51 (Intellectual Property Rights);</p> <p>(c) excluding TTL Background IPR;</p> <p>(d) excluding TTL Licensed IPR;</p> <p>(e) excluding Contractor Background IPR; and</p> <p>(f) excluding any Proprietary Tools;</p>
"Form of Agreement for FTICs"	means the current form of agreement, between TTL and a FTIC, supplied by TTL to the Contractor from time to time;
"Form of Agreement for Retail Agents"	means the current form of agreement, between TTL and a Retail Agent, supplied by TTL to the Contractor from time to time;
"FORS Standard"	means the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found on the FORS Website;
"FORS Website"	means www.fors-online.org.uk or such other website address as may replace it from time to time;
"Franchised Travel Information Centre" or "FTIC"	means a Travel Information Centre which is operated and managed from an independent third party location;
"Fraud Catalogue"	has the meaning given in paragraph 2.2.1 of Schedule 11.3 (Fraud Management);
"Fraud Reduction Forum"	means the meeting called by TTL in accordance with paragraph 2.5.3 of Schedule 11.3 (Fraud Management);
"Fraud Reduction Plan"	means the plan prepared in accordance with paragraph 2.3 of Schedule 11.3 (Fraud Management);
"Fraud Reduction Report"	means the report prepared in accordance with paragraph 2.5.2 of Schedule 11.3 (Fraud Management);
"Freight Vehicle"	means a Lorry, a Van or a Car-derived Van;
"Front Office Modules"	means those elements of the System that are described in Schedule 5.1 (Front Office Overview);

"Front Office Software Development Manager"	means the member of Key Personnel performing the relevant function as set out in paragraph 6 of Schedule 8.1 (Organisation & Governance);
"FTIC Agreement"	has the meaning set out in paragraph 1.1.5 of Schedule 4.9 (Retail Management Services);
"FTIC Group"	has the meaning set out in paragraph 5.2.5 of Schedule 4.9 (Retail Management Services);
"FTIC Group Poor Performance Threshold"	has the meaning set out in paragraph 5.2.9 of Schedule 4.9 (Retail Management Services);
"FTIC Retail Device"	has the meaning set out in paragraph 1.3.1 of Schedule 4.9 (Retail Management Services);
"FTP Back Office" or "FTP Back Office Modules"	means the collection of Modules that perform back office processing, storage and reporting for the FTP System as set out in section 2 of Schedule 6.2 (FTP Back Office System) but excluding FTP Data Management;
"FTP Back Office Service Day"	has the meaning set out in paragraph 2.1.3 of Schedule 4.6 (FTP Back Office Services);
"FTP Back Office Services"	has the meaning set out in paragraph 1.1.2 of Schedule 4.6 (FTP Back Office Services);
"FTP Data Management" or "FTP Data Management Module"	has the meaning set out in section 2 of Schedule 6.1 (Back Office Overview);
"FTP Processing Service Day"	has the meaning set out in paragraph 2.1.5 of Schedule 4.6 (FTP Back Office Services);
"FTP System"	means the collection of Modules that support the use of CPCs on the Transport Network as further described in Schedule 6.2 (FTP Back Office System);
"Fulfilment Party"	means the Concessionary Scheme Management Contractor or the Off System Sales Fulfilment Contractor as set out in Appendix 1 of Schedule 4.5 (Support Services);
"Fulfilment Site"	means the location of the relevant Fulfilment Party as set out in Appendix 1 to Schedule 4.5 (Support Services);
"Garage"	means garages owned and/or operated by a Bus Operating Company;
"Garage Computer Data Landing"	has the meaning set out in section 3.2 of Schedule 6.5 (Data Landing Systems);

"Garage Computer" or "GPC"	has the meaning set out in section 2.2 of Schedule 5.4 (Control Systems and Networks);
"Garage Devices"	has the meaning set out in paragraph 1.2.2(b) of Schedule 4.2 (Surface Transport Services);
"Garage Interactive Display" or "GID"	has the meaning set out in paragraph 1.2.2(b)(i) of Schedule 4.2 (Surface Transport Services);
"Garage PC"	has the meaning set out in section 3.2.3 of Schedule 5.4 (Control Systems and Networks);
"Garage Performance"	has the meaning set out in paragraph 1.2.5(c) of Schedule 4.2 (Surface Transport Services);
"Garage Terminal" or "GT"	has the meaning set out in section 3.2.2 of Schedule 5.4 (Control Systems and Networks);
"Garage Terminal Tray"	means the holster in which the Garage Terminal is placed when it is idle;
"Gate"	means an Automatic Gate or a Manual Gate (including ABP Manual Gates and MIP Gates);
"Gate Mode"	means an operational mode of a Gate or Validator such as ENTRY or EXIT, as set out in VAC-D-0120 of Schedule 5.2 (Validation and Access Control);
"Gate Usage Counts"	means a count of the number of times a Gate has been used by Customers, including the number of times the Gate paddles have opened and closed during a Traffic Day;
"Gate Walkway"	means the passageway of an Automatic Gate through which a Customer must pass to gain access to the Transport Network, gated by paddles that automatically open when a valid Travel Product is presented at the gate;
"Gateline"	means the physical barrier between the paid and unpaid areas of the Transport Network and includes various types of Automatic Gates, Manual Gates and glass panels;
"General Access"	means access to a Site other than Maintenance Access;
"Generic Access"	means Maintenance Access and General Access where the works to be performed do not affect the structure of the relevant Site;
"Glass Replacement"	means the necessary replacement of any glass panel, including those within Manual Gates (including ABP Manual Gates and MIP Gates), damaged by vandalism, for which a pre-determined replacement cost is set out in Schedule 12.1 (Charges and the Financial Model);
"Gold Accreditation"	means the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described on the

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	FORS Website;
"Go-Live Date"	has the meaning set out in paragraph 2.2.3 of Schedule 10.3 (Fares Revision);
"Good Cause Dismissal"	means the termination of employment or engagement of any member of Key Personnel where the reason or principal reason for such termination of employment or engagement is the misconduct or unsatisfactory performance of such member of Key Personnel;
"Good Industry Practice"	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be reasonably expected from a leading business within the relevant industry or business sector;
"Graphical User Interface"	means the graphical interface of a computer that allows users to click and drag objects instead of entering text at a command line;
"Grey Box IPR"	means a class of readily accessible Intellectual Property Rights that is essential for any implementation of a Module and includes, but is not restricted to, patents, patent applications, Third Party licences, images and designs mandated by TTL, and as further described in Appendix 1 of Schedule 14 (IPR Management and Licences);
"Group Poor Performance Threshold"	means the relevant threshold set out in paragraph 2.5.4 of Schedule 4.3 (LU Services);
"Group Station Manager"	means the person designated as such for each group of London Underground stations;
"Guarantee"	has the meaning given to that term in Clause 4.1 (Conditions to the Contract);
"Guarantor"	means Cubic Corporation;
"HAL"	means Heathrow Airport Limited, a company incorporated in England and Wales with company number 01991017, and whose registered office is The Compass Centre, Nelson Road, Hounslow, Middlesex TW6 2GW, United Kingdom;
"Handback Information and Support"	has the meaning set out in paragraph 2.2.2 of Schedule 19 (Handback of Services);
"Handback Item"	means items which are not otherwise available to TTL and which are, in the reasonable opinion of TTL, required in order to ensure the smooth operation of the Services (or services replacing the Services) and/or the System (or any relevant part thereof), including passwords, physical keys, IDs, badges, passes, encryption codes, Software and security keys, telephone (including mobile telephone) numbers, email addresses, IP addresses and similar or equivalent identifiers and contact details but excluding any Proprietary Tools;
"Handback Items"	means the register of Handback Items as further described in

"Register"	paragraph 2.11 of Schedule 14 (IPR Management and Licences);
"Handback Objectives"	has the meaning set out in paragraph 1.2.1 of Schedule 19 (Handback of Services);
"Handback Period"	means the period from the date on which the Contract expires or any notice to terminate the Contract pursuant to Clauses 5.3 (Commencement and Term), 78 (TTL's Termination Rights) or 79 (Contractor's Termination Rights) takes effect, as applicable, until the Expiry Date;
"Handback Plan"	means the handback plan prepared and maintained by the Contractor and approved by TTL in accordance with paragraph 2.1 of Schedule 19 (Handback of Services);
"Handback Preparation Period"	has the meaning set out in Clause 82.2.1 (Handback of Services);
"Handback Programme"	means the handback programme prepared and maintained by the Contractor and Assured by TTL in accordance with paragraph 2.3 of Schedule 19 (Handback of Services);
"Handback Review Group"	has the meaning set out in paragraph 4.2.2 of Schedule 19 (Handback of Services);
"Handback Review Meetings"	has the meaning set out in paragraph 4.2.2 of Schedule 19 (Handback of Services);
"Handback Status Report"	means the report prepared and maintained by the Contractor to Assure TTL in accordance with paragraph 4.1 of Schedule 19 (Handback of Services);
"Hardware"	means all physical materials, associated with electronic processing and transmission of information, which are created, developed, provided or used in connection with the System and/or the Services, including computer equipment, telecommunications equipment (including wide area and local area equipment), chips, chipsets, firmware, fixtures, fittings and peripherals, but excluding any of the foregoing associated with publicly available telecommunications networks;
"Head Office Machine" or "HOM"	has the meaning set out in section 3.2.4 of Schedule 5.3 (Retail);
"Header Record"	means a component part of a Prestige Card OCRA registration record containing the record type and file name;
"Health and Safety Plan"	means the plan developed by the Contractor in accordance with paragraph 2.1 of Schedule 8.5 (SQE);
"Heartbeat"	means a regular message sent from each Card Reader to the Device Management System at configurable timed intervals as defined in Base Data;

"Heritage Buses"	means Routemaster buses which operate with a bus driver and a bus conductor;
"HEX"	means Heathrow Express;
"HEX DGC"	means the data gathering centre used for Devices related to Heathrow Express;
"Holding Company"	has the meaning set out in section 736 of the Companies Act 1985 or section 1159 of the Companies Act 2006, whichever is applicable from time to time;
"Host Operator Processing System" or "HOPS"	means the HOPS as defined in the ITSO Specification published by the ITSO Board as specified in Schedule 9.3 (Standards);
"Hosting Services"	means those Services described at paragraph 14.1.2 of Schedule 4.1 (Service Delivery);
"HOPS Secure Access Module" or "HSAM"	means a secure electronic data processing Module hosted in the HOPS;
"Hot Spares Rack" or "HSR"	has the meaning set out in paragraph 1.2.2(b)(ii) of Schedule 4.2 (Surface Transport Services) and section 3.1.5(C) of Schedule 5.2 (Validation and Access Control);
"Implementation Phase"	has the meaning set out in paragraph 3.8.1 of Schedule 12.3 (Contract Variation Procedure);
"Implementation Phase Final Account"	has the meaning set out in paragraph 3.8.3 of Schedule 12.3 (Contract Variation Procedure);
"Incident"	means an alert or issue which indicates that a Fault is imminent;
"Incident Rate"	has the meaning set out in paragraph 2.2.7 of Schedule 4.2 (Surface Transport Services);
"Incremental Costs"	means, in relation to a Relief Event, those costs incurred by the Contractor that are directly caused by such Relief Event, excluding: <ul style="list-style-type: none"> (i) any costs or expenses which have already been taken into account in the calculation of the Charges; (ii) any costs or expenses which relate to activities which were already within the scope of the Contractor's activities pursuant to this Contract prior to a Dependency Failure (including activities which were taken into account in any plan that is agreed by the Parties in writing pursuant to this Contract), irrespective of whether such costs had in fact been incurred by the Contractor prior to the Dependency Failure; (iii) any costs which can reasonably be avoided by the Contractor using the resources available to it at the time (including those resources to which the Charges relate);

	<p>(iv) any costs or expenses which are not reasonably and properly incurred by the Contractor;</p> <p>(v) any costs or expenses to the extent that they are increased due to the Contractor's failure to comply with its obligations under this Contract, otherwise than as a result of the Dependency Failure;</p> <p>(vi) any contingent costs or expenses, until such costs or expenses cease to be contingent;</p> <p>(vii) any loss of use, loss of contract, loss of goodwill and/or any indirect or consequential loss; and</p> <p>(viii) any loss of profit or loss of revenue,</p> <p style="padding-left: 40px;">LESS:</p> <p>(a) any savings made by the Contractor as a result of the relevant Relief Event;</p> <p>(b) any compensation received by the Contractor from any Third Party pursuant to the occurrence of the relevant Relief Event; and</p> <p>(c) any insurance proceeds received by the Contractor attributable to the occurrence of the relevant Relief Event;</p>
"Indexable Amount"	has the meaning set out in paragraph 5.2.1 of Schedule 12.2 (Value for Money);
"Indexation"	means the process set out in paragraph 5.2 of Schedule 12.2 (Value for Money);
"Indexed Amount"	has the meaning set out in paragraph 5.2.1 of Schedule 12.2 (Value for Money);
"Indirect Overhead Percentage"	means the percentage stated in the Financial Model in the calculation of the sums included in the Charges in respect of Performance Assurance in respect of Indirect Overheads;
"Indirect Overheads"	means overheads not directly associated with the labour, plant or materials utilised in the delivery of the Services including, for example, the provision of facilities, utilities, office sundries and supplies, information technology, insurances, business management (directors), corporate governance, accounting, audit, tax, legal, purchasing, human resources, marketing services, business development, consultancy, travel and any other indirect overhead costs of a similar nature where such costs are not recovered in full elsewhere and consistent with the statement provided in accordance with paragraph 2.4 of Schedule 12.2 (Value for Money);
"In-Flight Project"	means any activity planned by TTL or the Existing Contractor where its deployment was commenced under the Existing Contract but will continue post Service Commencement Date that may have an impact on the Contract;
"Information"	means information recorded in any form held by TTL, the TTL Group or by the Contractor on behalf of TTL;

"Information and Reporting Services"	has the meaning set out in paragraph 1.1.1 of Schedule 11.5 (Information and Reporting Services);
"Information Exchange Objectives"	has the meaning set out in Clause 53.11 (Contract Management);
"Information Exchange Session"	has the meaning set out in Clause 53.10 (Contract Management);
"Information Request"	means a request for access to Information under the FOIA Legislation;
"Information Security Event"	means an identified occurrence of an IRC System, Service or network state indicating a possible breach of the Information Security Policy or failure of safeguards, or a previously unknown situation that may be security relevant;
"Information Security Forum" or "ISF"	means the information security forum established by the Contractor in accordance with paragraph 2.3 of Schedule 9.4 (Security Management);
"Information Security Incident"	means one or more Information Security Events that have a significant probability of compromising business operations and threatening information security;
"Information Security Management System" or "ISMS"	means that part of the overall management system, based on a business risk approach, to establish, implement, operate, monitor, review, maintain and improve information security in accordance with the requirements of Schedule 9.4 (Security Management);
"Information Security Manager"	means the member of Key Personnel performing the relevant function as set out in paragraph 6 of Schedule 8.1 (Organisation & Governance);
"Information Security Policy"	means the information security policy prepared in accordance with ISO 27001;
"Initial Claim Assessment"	has the meaning set out in Clause 52.2 (Intellectual Property Rights Indemnity);
"Initial Cost Estimate"	has the meaning set out in paragraph 2.3.1 of Schedule 12.3 (Contract Variation Procedure);
"Initial Term"	has the meaning set out in Clause 5.2 (Commencement and Term);
"Insolvency Event"	means any of the following: (a) the Contractor and/or its Holding Company, or TTL making any voluntary arrangement with its creditors or becoming subject to an administration order; (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of the Contractor

	<p>and/or its Holding Company, or TTL;</p> <p>(c) being a company, the Contractor and/or its Holding Company, or TTL having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);</p> <p>(d) the Contractor and/or its Holding Company, or TTL ceasing or threatening to cease to carry on its business for any reason and/or being unable to pay its debts within the meaning of the Insolvency Act 1986; or</p> <p>(e) any similar event to those in (a) to (d) above occurring in relation to the Contractor and/or its Holding Company, or TTL under the law of any applicable jurisdiction for those purposes;</p>
"Inspection Cycle"	<p>means the period of time for Bus Card Readers starting when:</p> <ul style="list-style-type: none"> • the bus commences a Trip; or • a RID is tapped on the OPO Bus Reader or MDE Master Bus Reader (whichever is present); or • when Operator Personnel operating a RID manually restarts the time; <p>and ending the next time that the RID is tapped on the OPO Bus Reader or MDE Master Bus Reader (whichever is present);</p>
"Inspection Statistics"	<p>means counters used on a RID that include valid and invalid Card Transactions by Card AID;</p>
"Insufficient Spares Event"	<p>has the meaning set out in paragraph 3.1.3 of Schedule 4.2 (Surface Transport Services);</p>
"Integrated Programme Portfolio Review Meeting"	<p>has the meaning set out in paragraph 6.3.1 of Schedule 10.2 (Programme and Project Lifecycle);</p>
"Integrated Revenue Collection System" or "IRC System"	<p>means the hardware, Software, systems and data comprising the System and the Related Systems;</p>
"Integration Manager"	<p>means the Contractor's nominee as described in paragraph 6 of Schedule 8.1 (Organisation & Governance);</p>
"Intellectual Property Rights" or "IPR"	<p>means any patents, rights to inventions, trade marks, service marks, trade names and domain names, rights in get-up, rights in goodwill and to sue for passing off, unfair competition rights, rights in designs, copyright and related rights, rights in computer software, database rights, moral rights, confidential information, commercial information and technical information (including Know-How), research and development data, manufacturing methods and data, specifications and drawings, formulae, algorithms, prototypes and research materials, and other intellectual property rights, whether registered or</p>

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	unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, anywhere in the world;
"Interest Rate"	means two per cent (2%) above the London Interbank Offered Rate (LIBOR);
"Interested Parties"	means any organisation affected by a breach of information security including but not limited to TTL, Interfacing Parties, Related Contractors and TTL's Qualified Security Assessor (QSA);
"Interface Register"	means a register of Interfaces provided to the Contractor by TTL at the Service Commencement Date and maintained by the Contractor thereafter;
"Interface Specification"	means a document in eye readable form describing the technical and operational characteristics and performance of an Interface specification document developed or to be developed by the Contractor pursuant to Schedule 7.2 (System Integrator);
"Interface Specification Catalogue"	means the catalogue of Interface Specifications provided to the Contractor by TTL at the Service Commencement Date and maintained by the Contractor thereafter;
"Interfaces"	means those interfaces referred to in the Interface Specification Catalogue and any other interfaces, protocols, processes, procedures or methods which provide access, functionality, communications (fixed or wireless), interactions, inputs, or outputs, or which otherwise allow Data to be sent and/or received using Data Feeds, in each case as may be required from time to time to deliver the System, the IRC System and/or the Services or systems or services interfacing, inter-operating or integrating with the System, the IRC System and/or the Services including interfaces within or between relevant Modules except that in respect of interfaces associated with the Related Systems and the Interfacing Systems this only includes the External Interfaces;
"Interfacing Parties Plan"	means the Contractor's plan for interfacing with Interfacing Parties and Related Contractors pursuant to Schedule 7.2 (System Integrator);
"Interfacing Party"	means any person that is not a member of the Contractor Group or a Sub-Contractor, in respect of which an Interface is established or is to be established with the IRC System or the Services;
"Interfacing Service"	means any services provided by any Interfacing Party or any provider to any Interfacing Party;
"Interfacing System"	means the hardware, software, systems and data provided by an Interfacing Party, or any provider(s) to an Interfacing Party, on the Interfacing Party's side (or its provider's side) of the relevant Interface from time to time;

"Intermediate Validation"	means the presentation of a Card at a Card Reader between the Start and End Stations as part of a journey;
"Internal Interface"	means an Interface within the System;
"Intra Day Risk Assessments" or "IDRA"	means the process of performing risk assessments on Tap Records as they are received during the Traffic Day using the risk assessment rules and procedures that have been agreed by TTL and the Merchant Acquirers as defined in the Transaction Model;
"Intraday Risk Assessment Engine"	has the meaning set out in section 3.2.1 of Schedule 6.2 (FTP Back Office System);
"Invoice"	means a request for payment substantially in the form set out in Appendix 4 to Schedule 12.1 (Charges in the Financial Model);
"IPR Management Plan"	means the plan developed in accordance with paragraph 2.1.1 of Schedule 14 (IPR Management and Licences);
"IPR Manager"	means the member of Key Personnel performing the relevant function as set out in paragraph 6 of Schedule 8.1 (Organisation & Governance);
"IPR Plan"	means the plan for the deposit and verification of IPR meeting the requirements for a project plan as set out in paragraph 3.6 of Schedule 10.2 (Programme and Project Lifecycle);
"IPR Register"	means the register detailed in paragraph 2.3 of Schedule 14 (IPR Management and Licences);
"IPR Review Committee"	means the committee described in paragraph 3.1 of Schedule 14 (IPR Management and Licences);
"IPR Verification Exercise"	means the process as required from time to time by TTL to verify the completeness, clarity and accuracy of Intellectual Property Rights required for the System and such processes which may be tasked to Third Parties including the review of specifications, due-diligence on licences, rebuilding Software and tests of Master Guides, as further described in paragraph 2.9 of Schedule 14 (IPR Management and Licences);
"IRC System Architecture"	means the System Architecture for the IRC System;
"IRC System Architecture Artefacts"	means the documents specified in 3.1.2 of Schedule 9.1 (Technical Authority);
"ISO 31000"	means the standard published by the International Organisation for Standardisation (ISO) which sets out principles and generic guidelines on risk management, as such standard may be updated or

	replaced from time to time;
"ITSO Action List Transactions"	means a transaction record created by a Card Reader when an ITSO Card is updated as a consequence of the ITSO Action List mechanism;
"ITSO Action Lists"	means a list of items related to ITSO Cards, downloaded to the Card Reader, which shall be actioned by the Card Reader if and when a specific ITSO Card referenced in the list is encountered by the Card Reader;
"ITSO Back Office"	means the Back Office Modules that perform message handling, shell and product accounting, and Asset management functions in relation to ITSO as further described in Schedule 6.3 (ITSO System);
"ITSO Board"	means the board responsible for managing the development and publication of the ITSO Standard including representation from each transport sector through two (2) sector directors;
"ITSO Card"	means cards that comply with the ITSO Specification;
"ITSO Certified"	means issued with a certificate providing formal recognition from ITSO of a specific product's conformity to the ITSO Specification;
"ITSO Configuration Data Lists"	means the lists of Data forwarded from the ITSO System for the purpose of amending the configuration of Card Readers which includes both ITSO Hotlists and ITSO Action Lists;
"ITSO Encryption Key"	means electronic data used for encrypting and decrypting ITSO data;
"ITSO Hotlist"	means a list of ITSO Cards which are to be denied access to the Transport Network;
"ITSO Hotlist Transactions"	means a transaction record created by a Card Reader when an ITSO Card is disabled as a consequence of the ITSO Hotlist mechanism;
"ITSO Message"	means any message as defined in the ITSO Specification published by the ITSO Board as specified in Schedule 9.3 (Standards);
"ITSO Module"	has the meaning set out in paragraph 1.3 of Schedule 4.7 (ITSO Services);
"ITSO Operating Licence"	means the licence issued to an organisation authorised by the ITSO Board to issue ITSO Cards, issue, sell or accept Travel Products stored on ITSO Cards and collect and forward Data between ISAMs in Card Readers and other HOPS;
"ITSO Payment Application Identifier"	means a Data field stored on an ITSO Card;

"ITSO Product"	has the meaning set out in paragraph 1.2 of Schedule 4.7 (ITSO Services);
"ITSO Product Entity" or "IPE"	means a numeric identifier specified by the ITSO Board that differentiates the different types of Travel Product that may be purchased by Customers;
"ITSO Secure Application Module" or "ISAM"	means a secure electronic data processing module connected to the Card Reader used to check an ITSO Card's permissions, to authenticate and validate Travel Products on the ITSO Card and store journey Data;
"ITSO Security Management Service" or "ISMS"	means the ITSO Security Management Service or ISMS as defined in the ITSO Specification published by the ITSO Board as specified in Schedule 9.3 (Standards);
"ITSO Service Day"	has the meaning set out in paragraph 2.1.3 of Schedule 4.7 (ITSO Services);
"ITSO Services"	has the meaning set out in paragraph 1.1.2 of Schedule 4.7 (ITSO Services);
"ITSO Specification or ITSO Standard"	means the specification published by the ITSO Board that defines the UK technical standard for interoperable smart ticketing, as set out in Schedule 9.3 (Standards);
"ITSO System"	has the meaning set out in Schedule 6.3 (ITSO System);
"IVR System"	means a phone system which guides Customers through a menu used to capture CPC details in a PCI-DSS compliant way before the call is connected to an agent;
"Joint Account"	has the meaning given in paragraph 3.2.1 of Schedule 8.2 (Asset Management and Maintenance);
"Journey Fare"	means a charge calculated on exiting the Transport Network to account for the journey undertaken, including calculations based on entry and exit Station, start time, Zones used, Travel Products, Passenger type and Discount Entitlements, and the route taken as indicated where required by the Intermediate Validations;
"Key Functionality"	means the functionality of a Device or Module which is relevant to calculation of its Availability as set out in Appendix 3 to Schedule 4.1 (Service Delivery);
"Key Management System" or "KMS"	has the meaning set out in section 3.3.5 of Schedule 6.4 (Prestige Back Office System);
"Key Notice"	means any communications under the following Clauses: (a) Clause 5.3 (Commencement and Term); (b) Clause 45 (Financial Distress); (c) Clause 48 (Step In);

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	<p>(d) Clause 50 (Force Majeure);</p> <p>(e) Clause 56 (Dispute Resolution);</p> <p>(f) Clause 77 (Early Termination of Pre-Determined Services);</p> <p>(g) Clause 78 (TTL's Termination Rights);</p> <p>(h) Clause 79 (Contractor's Termination Rights); and</p> <p>(i) Clause 80 (Partial Termination);</p>
"Key Personnel"	means each individual performing the roles and responsibilities set out in paragraph 6 of Schedule 8.1 (Organisation & Governance);
"Key Sets"	means a group of Encryption Keys created by the Key Management System to be distributed to Front Office Modules;
"Key Site"	means any Site from which the following Services are delivered: <ul style="list-style-type: none"> (a) Level 1 Help Desk; (b) Card enablement; (c) Field Service Operations; (d) Technical Workshop; (e) Surface Transport Services (Parkeon Facilities); and (f) all other Services provided by the Contractor as at the Service Commencement Date from AFC House, Salfords;
"Key Sub-Contract"	means any Category 1 Sub-Contract or Category 2 Sub-Contract as appropriate, and Key Sub-Contractor shall be construed accordingly;
"Key Sub-Contract Terms and Conditions"	has the meaning set out in paragraph 5.4.1 of Schedule 7.4 (Sub-Contracting);
"Key Tables"	means an electronic data store of different Software security keys used for encrypting and decrypting transmitted data;
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, processes, methodology and anything else in the nature of know how;
"Law" or "Legislation"	means all laws, regulations, directives, statutes, subordinate legislation, common law, regulatory guidance, civil codes of any jurisdiction, all judgments, orders, notices, instructions, decisions and awards of any court or competent authority or tribunal, obligations or rules (including binding codes of conduct and binding statements of principle incorporated and contained in such rules) applicable to the existence or operation of this Contract or to the Parties or to the provision of the Services from time to time;
"LCIA"	means the London Court of International Arbitration;
"Legacy Bus"	has the meaning set out in paragraph 1.1.5(b) of Schedule 4.2

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"Services"	(Surface Transport Services);
"Legacy Garage Devices"	has the meaning set out in paragraph 1.2.3(b) of Schedule 4.2 (Surface Transport Services);
"Legacy On-Bus Devices"	has the meaning set out in paragraph 1.2.3(c) of Schedule 4.2 (Surface Transport Services);
"Legacy Service Credit Level"	has the meaning set out in paragraph 2.4.15 of Schedule 4.2 (Surface Transport Services);
"Legacy Service Credit Threshold"	has the meaning set out in paragraph 2.4.17 of Schedule 4.2 (Surface Transport Services);
"Level 1 Help Desk"	means the technical help desk to be provided by the Contractor as set out in paragraph 2.4.3(a) of Schedule 4.1 (Service Delivery);
"Level 2 Support"	means the technical and engineering support to be provided by the Contractor as set out in paragraph 2.4.3(b) of Schedule 4.1 (Service Delivery);
"Level 3 Support"	means the technical and engineering support to be provided by the Contractor as set out in paragraph 2.4.3(c) of Schedule 4.1 (Service Delivery) (other than in respect of the TTL Modules in respect of which such support shall be provided by TTL);
"Licensed Materials"	<p>means any Intellectual Property Rights owned or used by or on behalf of the Contractor in connection with the IRC System and/or the Services or the Contract from time to time, whether pre-existing or created or developed during the Term, including:</p> <ul style="list-style-type: none"> (a) Contractor Background IPR; (b) all COTS; and (c) Third Party IPR, <p>BUT excluding Proprietary Tools, Foreground IPR, TTL Licensed IPR and TTL Background IPR;</p>
"Life Expiry"	means the process by which Prestige Cards can be disabled by TTL on the basis of the age of the Prestige Card;
"List Age Threshold"	means the length of time in days from the last update to a Hotlist, ITSO Hotlist or Status List beyond which an error condition should be reported;
"List Instruction Processor"	has the meaning set out in section 3.2.1 of Schedule 6.2 (FTP Back Office System);
"List Token"	means the token used to replace ePANs within Status Lists and which allows Card Readers and RIDs to hold a list of CPCs without storing the ePAN but which does have a mathematical relationship with the original ePAN;

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"LO"	means London Overground;
"Load Report Files"	means a file generated by the OCRA that details the success or failure of the upload of Prestige Card registration data to an authorised Operator Personnel;
"Local Controller"	means a PC used to coordinate the operations of a Bulk Enablement Unit;
"Local Education Authority" or "LEA"	means a local authority in England and Wales that has responsibility for education within its jurisdiction;
"Local Station Accounting Facility" or "LSAF"	means the Station Accounting Facility installed at LU Stations which provides accounting and consolidation facilities for Operator Personnel;
"London Bus Services Limited" or "LBSL"	means London Bus Services Limited or its successors or assigns;
"London Living Wage" or "LLW"	means the basic hourly wage set annually by the Greater London Authority and to be paid to London Living Wage Employees pursuant to paragraph 5.3 of Schedule 12.2 (Value for Money) of this Agreement (and, as at January 2014, the London Living Wage is £8.80 per hour (before tax, other deductions and any increase for overtime));
"London Living Wage Employees"	means all Contractor Personnel and employees of any Category 1 Sub-Contractor who are employed or engaged for all or part of their time: (a) in the provision of the Services; and (b) within Greater London (as defined in the Greater London Authority Act 1999);
"London Transport Bus Central Computer" or "LTBCC"	has the meaning set out in section 3.2.2 of Schedule 6.5 (Data Landing Systems);
"Lorry"	means a vehicle with an MAM exceeding three thousand five hundred (3,500) kilograms;
"Losses"	means all costs (including legal costs and costs of enforcement), expenses, charges, payments, liabilities (including any tax liability), injuries, losses, damages, claims, fines, demands, actions, proceedings (including regulatory, arbitration or adjudication proceedings) and judgments;
"LT"	means London Regional Transport (the predecessor to Transport for London);
"LU"	means London Underground;

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"LU Access Code"	means the London Underground code of practice for access to LU Sites;
"LU Devices"	has the meaning set out in paragraph 1.2.3(a) of Schedule 4.3 (LU Services);
"LU Devices Unacceptable Performance Threshold"	has the meaning set out in paragraph 2.2.5 of Schedule 4.3 (LU Services);
"LU Service Day"	means the period between the hours set out in paragraph 2.1.3 of Schedule 4.3 (LU Services);
"LU Services"	has the meaning set out in paragraph 1.1.2 of Schedule 4.3 (LU Services);
"LU Sites"	means all Stations operated by LU, EAL Terminals and Travel Information Centres and Stations operated by London Overground with Gates;
"LU Ticket Issuing Devices"	means Retail Devices and Ticket Office Machines;
"LUL"	means London Underground Limited;
"MAC Keys"	means the Authentication Keys stored at Card Readers used to encrypt Tap Transaction Data received by Card Readers;
"MAC" or "Message Authentication Code"	means a short piece of information used to authenticate a message and to provide integrity and authenticity assurances on the message;
"Magnetic Swipe"	means the method of payment which requires Operator Personnel to swipe a Customer's credit/debit card and the Customer to sign a receipt as a means of verification of a credit/debit card;
"Magnetic Ticket"	means a ticket with a magnetic stripe containing Data that can be used to validate travel on the Transport Network and printed details on its face allowing manual inspection;
"Magnetic Ticket Roll"	means a roll of Magnetic Tickets;
"Maintenance Access"	means access to a Site for the purposes of carrying out Corrective Maintenance and/or Preventative Maintenance;
"Major Incident"	means an event specified in paragraph 2.1.1 of Schedule 8.3 (Major Incident Management) or an event designated by the Parties as a Major Incident and recorded in the Major Incident List;
"Major Incident List"	has the meaning set out in paragraph 2.2.1 of Schedule 8.3 (Major Incident Management);

"Major Incident Report"	means the report prepared by the Contractor in accordance with paragraphs 2.6.1 and 2.6.2 of Schedule 8.3 (Major Incident Management) following a Major Incident;
"Major Vandalism"	means all vandalism where the Vandalism Repair Cost is greater than the Vandalism Threshold set out in Schedule 12.1 (Charges and the Financial Model);
"Major Warning" or "Major Warning Notice"	means a notice issued by TTL to the Contractor in relation to a substantial deficiency in its performance pursuant to paragraph 2.6 Schedule 12.4 (Contract Management);
"MAM"	means the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;
"Management Information Bases" or "MIBs"	means Components installed on each Card Reader that capture and send Current Mode and Operational Status to the Card Management System;
"Management Review"	has the meaning set out in paragraph 2.6.1 of Schedule 9.4 (Security Management);
"Manager of Managers" or "MoM"	has the meaning set out in section 3.1.4(A) of Schedule 6.6 (Operational Support System);
"Mandatory Amended Standard"	shall have the meaning set out in paragraph 1.4.1 of Schedule 9.3 (Standards);
"Mandatory Standard"	means the category A (including A1, A2 and A3) Standards set out in Appendix 1 to Schedule 9.3 (Standards);
"Manifest"	means a specific list of Base Data, configuration or Fare tables that can be delivered to a Card Reader;
"Manual Card Enabler" or "MCE"	means the unit as described in section 3.1.6 of Schedule 5.5 (Prestige Cards and Enablement);
"Manual Card Enabler Card Reader"	means the unit as described in section 3.1.7 of Schedule 5.5 (Prestige Cards and Enablement);
"Manual Gate"	has the meaning set out in section 3.2.7 of Schedule 5.2 (Validation and Access Control) and for the purposes of Schedule 4.3 (LU Services) includes ABP Manual Gates and MIP Gates;
"Manual Gate Controller"	means the release switch that, when pressed by a member of Operator Personnel, opens a Manual Gate or MIP Gates;
"Manufacturers Card File"	means a file defining a list of Chip Serial Numbers and associated Prestige Serial Numbers that correspond to a delivered batch of manufactured Smart Cards, used by a Manual Card Enabler during the enablement process;

"Master Guides"	means the Master Installation & Maintenance Guide, the Master Operational Guide and the Master Software Build Guide;
"Master Installation & Maintenance Guide"	means the master installation and maintenance guide referred to in Appendix 1 of Schedule 14 (IPR Management and Licences);
"Master Key"	means the Software key used to encrypt and/or decrypt secure information;
"Master Operational Guide"	means the master operations guide referred to in Appendix 1 of Schedule 14 (IPR Management and Licences);
"Master Software Build Guide"	means the master Software build guide referred to in Appendix 1 of Schedule 14 (IPR Management and Licences);
"Matrix Control System" or "MCS"	has the meaning set out in section 3.4.3 of Schedule 6.2 (FTP Back Office System);
"Maximum Journey Time"	means the maximum journey time permissible between any two Stations for the application of a Journey Fare, as specified in Base Data;
"Maximum Overhead Recovery"	has the meaning set out in paragraph 2.4.2 of Schedule 12.2 (Value for Money);
"Maximum Price"	has the meaning set out in paragraph 6.3.6 of Schedule 12.3 (Contract Variation Procedure);
"Mayor's Transport Strategy"	means the transport strategy developed and published by the Mayor of London from time to time which sets out the Mayor of London's transport vision for London;
"MDE Master Bus Reader"	means the Card Reader situated by the bus driver on a Multi Door Entry bus connected to a number of Universal Validators at other doors;
"Merchant Acquirer"	means a point of contact between the Back Office Modules and the various Card Issuers that has links to each of the Card Issuers and Card Schemes, and obtains authorisation and payment decisions on TTL's behalf;
"Message Authentication Codes" or "MAC"	means a short piece of information used to authenticate a message sent over a data communications link and to provide integrity and authenticity assurances on the message;
"Micro Remote Ticketing Device" or "MRTD"	has the meaning set out in section 3.1.5(A.3) of Schedule 5.2 (Validation and Access Control);
"Milestone"	means a milestone set out in a Variation, to be achieved by the Contractor by the relevant Milestone Date;

"Milestone Date"	means the planned date set out in a Variation for completion of a relevant Milestone by the Contractor;
"Minimum Size Requirement"	means the minimum recommended size for a Validation Zone as set out in Schedule 4.4 (Rail Services);
"Minor Vandalism"	means all vandalism where the Vandalism Repair Cost is equal to or less than the Vandalism Threshold set out in Schedule 12.1 (Charges and the Financial Model) but excluding Glass Replacement;
"Minor Warning" or "Minor Warning Notice"	means a notice issued by TTL to the Contractor in relation to a deficiency in its performance pursuant to paragraph 2.5 Schedule 12.4 (Contract Management);
"Mobile Oyster Viewer" or "MOVie"	has the meaning set out in section 3.4.4 of Schedule 5.2 (Validation and Access Control);
"Mobility Impaired Persons Gate" or "MIP Gate"	has the meaning set out in section 3.2.9 of Schedule 5.2 (Validation and Access Control);
"Model Auditor"	has the meaning set out in paragraph 5.2.1 of Schedule 12.1 (Charges and the Financial Model);
"Modularisation"	means the formalised partitioning of the entire System and/or the IRC System into constituent modules or the classification of elements together as a module pursuant to the Contract and maintained in accordance with the terms of paragraph 2.2 of Schedule 14 (IPR Management and Licences);
"Module"	means one or more elements of the System as are existing at the Service Commencement Date or which are created by the Contractor or introduced by Variation during the Term;
"Module Breakdown Structure" or "MBS"	means the module breakdown structure numbered in accordance with the unique ID of a Module and as further described in paragraph 2.6 and Appendix 1 of Schedule 14 (IPR Management and Licences);
"Module Catalogue"	means the set of Module Templates formally maintained and managed by the Contractor pursuant to paragraph 2.2.3 of Schedule 14 (IPR Management and Licences);
"Module Group"	means a group of Modules that, when combined, provide a defined set of functions;
"Module Template"	means a template in the form set out in Figure 6 of Appendix 1 of Schedule 14 (IPR Management and Licences) used for defining a Module pursuant to Schedule 14 (IPR Management and Licences);
"Moral Rights"	means any personal right, wherever existing in the world, protecting an author's intellectual and personal relations to a work (other than ownership rights or interests) and includes those rights contemplated by Articles 6bis and 14ter of the Berne Copyright Convention (Paris

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	Revision, 1971) and the rights of an author under sections 77, 80, 84 and 85 of the Copyright, Designs and Patents Act 1988;
"Multi Door Entry" or "MDE", also known as "Open Boarding Buses OBB"	means buses where Customers are able to board the bus via more than one door and are able to validate Travel Products via the equipment adjacent to the bus driver, or by one of the Universal Validators located elsewhere on board the bus;
"Multi Fare Machine" or "MFM"	has the meaning set out in section 3.1.4 of Schedule 5.3 (Retail);
"Multidrop LAN"	has the meaning set out in section 3.4 of Schedule 5.4 (Control Systems and Networks);
"Multilink LAN"	has the meaning set out in section 3.4 of Schedule 5.4 (Control Systems and Networks);
"Mystery Shopper Survey"	means a rolling programme of service quality visits by an independent research company commissioned by TTL;
"National Location Code"	means a unique identifier applied to all TTL Stations, TOC Stations and tram stops;
"National Rail Retail Locations"	means any FastIS Operator Site or other National Rail Station where TTL has agreed to the distribution of Cards;
"Net Amount"	has the meaning set out in Clause 38.1 (Tax);
"Network Operations Centre"	means the London Underground network operations centre;
"Network Rail"	means Network Rail Infrastructure Limited or its successors or assigns;
"Neutral Adviser"	means an independent person appointed to act as neutral adviser in accordance with the ADR Procedure;
"New Bus Service Date"	means 17 August 2019, or such other date as agreed in writing between the Parties, with the target for such date being acknowledged to be 17 August 2017;
"New IPR"	means: (a) Foreground IPR; or (b) Contractor Background IPR that has not previously been deposited in the TTL Depository, that relates to a Technical Change requiring a level of Assurance other than Assurance Level 0;
"New Product/Service Feasibility Report"	has the meaning given in paragraph 2.2.1 of Schedule 10.4 (New Travel Products and Services);

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"New Product/Service Instruction"	has the meaning given in paragraph 2.2.5 of Schedule 10.4 (New Travel Products and Services);
"New Product/Service Notification"	has the meaning given in paragraph 2.1.4 of Schedule 10.4 (New Travel Products and Services);
"New Services"	means any service which impacts upon or may impact upon the System architecture, infrastructure and technical underpinnings, Business Rules, roadmaps, Standards and specifications or otherwise requires an Interface with the System but not within the System itself;
"New Technologies"	means any technology which impacts upon or may impact upon the System architecture, infrastructure and technical underpinnings, Business Rules, roadmaps, Standards and specifications or otherwise requires an Interface with the System but not within the System itself;
"New Travel Product(s) and Services" or "New Travel Products or Services"	means new revenue collection products and/or services required and/or desirable in connection with delivery of the Mayor's Transport Strategy or otherwise required by TTL from time to time;
"Noise Events"	means events received by the Manager of Managers relating to the same Operational Incident after remedial effort has been triggered;
"Nominated Location"	means the Site that a Customer specifies to receive an Ad hoc Load;
"Nominated Senior Officer"	means the Managing Director of the Contractor, being Roger Crow as at the Date of Contract;
"Nominated Stations"	means the Sites set out in Appendix 2 to Schedule 4.4 (Rail Services);
"Non Conformance Log"	means the log prepared by the Contractor in accordance with paragraph 3.5 of Schedule 8.5 (SQE);
"Non Fair Wear and Tear" or "NFWT"	has the meaning set out in paragraph 2.9.1 of Schedule 4.2 (Surface Transport Services);
"Non-Compliance Certificate"	means the certificate issued to the Contractor by TTL to signify the non-achievement of a Milestone pursuant to a Variation;
"Non-Compliance Waiver"	has the meaning set out in paragraph 3.4.9 of Schedule 9.1 (Technical Authority);
"Non-Disclosing Party"	has the meaning set out in Clause 51.22 (Intellectual Property Rights);
"Non-Re-	means any individual who is or was a member or former member of

"Transferring Employee"	Contractor Personnel at any time before the relevant End Date, other than a Re-Transferring Employee;
"Normal Mode"	means the default operating mode for the Garage Terminal, in which all standard functions are available to Operator Personnel;
"Note Handler Unit" or "NHU"	means a Component within POMs which is responsible for validating notes entered by Customers and, where specified, routing notes to an Escrow Facility;
"Note Vault"	means a Component within MFM's which stores notes;
"Notice of Adjudication"	has the meaning set out in paragraph 5.1.1 of Schedule 15 (Dispute Resolution Procedure);
"Notice of Dispute"	means any notice given by either Party to the other requiring referral of a Dispute to the ADR Procedure in accordance with Schedule 15 (Dispute Resolution Procedure);
"OAN"	means an Operational Assurance notification in such form as notified by TTL to the Contractor from time to time;
"Object Code"	means the representation of computer/machine programming code in machine readable form that a computer programme generates by processing Source Code;
"Obsolete"	means: (a) not capable of being provided or procured from any person as identified in the Asset Plan; or (b) in any event in respect of which the Contractor is not able to provide Assurance to TTL from time to time regarding availability and excluding anything which is Contractor Developed;
"Off Peak One Day Travelcard"	means a Travel Product of that name or its equivalent which permits a Customer unlimited travel on the parts of the Transport Network falling within the scope of the Travelcard Agreement (as referenced in Schedule 7.6 (Third Party Agreements)) during a single day as specified in Business Rules;
"Off System Sales Fulfilment Contractor"	has the meaning set out in Appendix 1 of Schedule 4.5 (Support Services);
"Office Hours"	means 08:00 to 17:00 each Business Day;
"Offline Data Authentication" or "ODA"	means a cryptographic check to validate a CPC using the public-key cryptography mechanisms SDA, CDA and fDDA;
"Off-Peak"	means a time period, specified in Base Data, for which specific fares are applied;
"One Day Bus Pass"	means a Travel Product of that name or its equivalent which permits a Customer unlimited travel on bus services operated by or on behalf

	of the TTL Group during a single day;
"One Person Operation" or "OPO" , also known as "Standard Bus service"	means a bus where Customers board the bus and validate Travel Products via the equipment adjacent to the bus driver;
"One-Presentation Interface"	means a Card Reader function that completes all of its processing while the Card is within the Card Reader Field;
"One-Shot Release"	means a mechanism allowing Operator Personnel to allow a single Customer to pass through a Gate Walkway in the same manner as follows a validation;
"Operating Levels"	has the meaning set out in paragraph 2.1.9 of Schedule 4.6 (FTP Back Office Services);
"Operational Bus Validators"	means the average number of Bus Validators installed on the average number of buses in Passenger service;
"Operating Manuals"	has the meaning set out in paragraph 3.5.1 of Schedule 11.1 (Document Management);
"Operating System"	means a collection of software that manages computer hardware resources and provides common services for computer programs;
"Operating Target"	has the meaning set out in Appendix 1 of Schedule 4.6 (FTP Back Office Services);
"Operational Assurance"	means the process to assure London Underground that the access requested and works proposed will not adversely affect their service operations or other works already planned;
"Operational Baseline"	has the meaning set out in paragraph 2.3.2 of Schedule 4.1 (Service Delivery);
"Operational Incident(s)"	means an unplanned interruption to the Services or a reduction in the quality of the Services;
"Operational Readiness Proving"	has the meaning set out in paragraph 10.1.1 of Schedule 4.1 (Service Delivery);
"Operational Statistics"	means the frequency of System Faults for Configuration Items ;
"Operational Status"	means Information on the functional availability of a Configuration Item;
"Operational Status Report" or "OSR"	means a report containing messages sent from the MIBs to the Device Management System containing Information on Current Modes and Operational Status;
"Operational"	means any Operator Personnel with appropriate access privileges to

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Support Staff"	interact directly with the Operational Support System or make use of any system output;
"Operational Support System" or "OSS"	has the meaning set out in section 2 of Schedule 6.6 (Operational Support System);
"Operations Control Centre"	means the facility within TTL that allows real-time monitoring of the status of various aspects of the Transport Network and associated systems;
"Operator Group"	has the meaning set out in paragraph 1.2.2(d) of Schedule 4.4 (Rail Services);
"Operator ID"	means an ID, which, when entered in conjunction with a pin, allows Operator Personnel to sign on to a Device;
"Operator Personnel"	means the Personnel of a Site Operator as applicable;
"OPO Bus Reader"	means the Card Reader situated by the bus driver on an OPO bus;
"Original Employer"	has the meaning ascribed to it in paragraph 1.4.2 of Schedule 20 - (Part A: (TUPE and Employees);
"Orion Network Monitor"	means the Element Manager System that provides SNMP enabled network monitoring;
"OSS Data Store"	means a store of all Alerts processed by the MoM;
"Other Device"	has the meaning set out in paragraph 1.2.1(c) of Schedule 4.3 (LU Services);
"Other Travel Concessions"	means concessions available to the Eligible Employees on Eurostar and National Express subject to their terms and conditions of use;
"Out of Station Interchange"	means a Business Rule used during fare calculation to ensure that Customers are allowed to exit at one station or Gateline and re-enter at another station or Gateline as part of a single journey when performed within the Same Station Re-Entry time limit or the Different Station Re-entry time limit;
"Output Files"	means files of Data as set out in Schedule 11.4 (Revenue and Accounting Services) and Schedule 11.5 (Information and Reporting Services), including the Critical Output Files;
"Outturn Cost"	has the meaning set out in paragraph 6.3.9 of Schedule 12.3 (Contract Variation Procedure);
"Overground Group"	has the meaning set out in paragraph 1.2.3(h) of Schedule 4.3 (LU Services);
"Overheads"	has the meaning set out in paragraph 6.3.2(b) of Schedule 12.3 (Contract Variation Procedure);

"Overseas Agent"	means a person or organisation appointed as an agent pursuant to Schedule 4.10 (Sales & Consumables) to sell Travel Products outside the UK mainland of England, Scotland and Wales;
"Oyster Card Registration Application" or "OCRA"	has the meaning set out in section 3.3.6(A) of Schedule 6.4 (Prestige Back Office System);
"Oyster Expansion to Network Rail" or "OXNR"	means the project that brought Prestige Card reading functionality to the rail network within London travel zones;
"Oyster Trade Marks"	means those trade marks described in the document "Transport for London OYSTER Trade Marks" (as updated from time to time);
"Parent Company"	means, in relation to an undertaking, a parent undertaking of that first undertaking as defined in section 1162 of the Companies Act 2006;
"Part"	means an Asset which is not capable of repair and which is not individually traceable, for example drive belts, print ribbon cassettes, bearings and printed circuit board components;
"Parties"	means TTL and the Contractor, and Party shall be construed as each of them accordingly;
"Pass-back"	means the repeated use of a Card on Card Readers to commence two or more journeys from the same location within a specified time period, typically 'passed back' to allow a second Customer to fraudulently validate their travel;
"Pass-back Authorisation"	means whether a Prestige Card is permitted for Pass-back use;
"Passenger"	means a person who is travelling on the Transport Network;
"Passenger Operated Machine" or "POM" or "Passenger Operated Retail Devices"	has the meaning set out in section 2.1 of Schedule 5.3 (Retail);
"Passenger Validator Card Reader"	has the meaning set out in section 3.1.3(A.2) of Schedule 5.2 (Validation and Access Control);
"Passenger Validator" or "PV"	has the meaning set out in section 3.3.3 of Schedule 5.2 (Validation and Access Control);
"Pay As You Go" or "PAYG"	means usage of a Card for travel on the Transport Network that is paid for by Customers on a journey by journey basis;
"Payment and Risk"	has the meaning set out in section 2.2 of Schedule 6.2 (FTP Back

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"Engine" or "PaRE" or "Payment and Risk Engine Module" or "PaRE Module"	Office System);
"Payment Card Industry Data Security Standard" or "PCI-DSS"	means the worldwide information security standard with the same name as defined by the Payment Card Industry Security Standard Council;
"Payment Card Services" or "PCS" or "Payment Card Services Modules" or "PCS Modules"	has the meaning set out in section 2 of Schedule 6.1 (Back Office Overview);
"Payment Card Transaction Record" or "PCTR"	means the Data captured when a CPC card is tapped at a Card Reader or RID and may be used to settle the transaction;
"Payment Request File"	means the file created by the PaRE to collate all CPC final charges to be settled with the Merchant Acquirer;
"Payment Request File"	means a file generated that details the total to be settled with a Merchant Acquirer for a specific credit/debit card;
"Peak"	means a time period, specified in Base Data, for which specific fares are applied;
"Pearl 2" or "Pearl 2 Module"	has the meaning set out in section 3.1.6(A.3) of Schedule 5.2 (Validation and Access Control);
"Pearl Data Gathering Centre" or "Pearl DGC"	has the meaning set out in section 3.1.6 of Schedule 6.5 (Data Landing Systems);
"Pearl Integration Agreement"	has the meaning set out in paragraph 3.1.4 of Schedule 4.5 (Support Services);
"Pearl Liabilities"	has the meaning set out in paragraph 3.1.11 of Schedule 4.5 (Support Services);
"Pearl" or "Pearl Module"	has the meaning set out in section 3.1.6(A.2) of Schedule 5.2 (Validation and Access Control);
"Pearl Service Agreement"	has the meaning set out in paragraph 3.1.6 of Schedule 4.5 (Support Services);
"Pearl Services"	has the meaning set out in paragraph 3.2.1 of Schedule 4.5 (Support Services);
"Pearl Services Third Parties"	means those Third Parties set out in Appendix 2 to Schedule 4.5 (Support Services);

"Pearl Step-In Period"	has the meaning set out in paragraph 3.2.5(a)(ii) of Schedule 4.5 (Support Services);
"Penalty Fare Notice"	means the penalty fare applied when a Passenger is travelling without a valid Travel Product;
"Penetration Testing"	means a planned series of tests to evaluate the security of the System and/or the IRC System including by simulating an attack on the System and/or networks from external and internal threats and an active analysis of the System for any potential vulnerabilities that could result from poor or improper system configuration, both known and unknown hardware or Software flaws, or operational weaknesses in process or technical countermeasures;
"Pensionable Employees"	means those Employees who were active members of the Cubic Section of the TfL Pension Fund immediately before the Service Commencement Date;
"Pensions Legislation"	has the meaning set out in paragraph 7.1 of Schedule 20 (Part B: Pensions);
"Performance Assurance"	means a planned programme of works across the System undertaken by or on behalf of the Contractor to replace or re-engineer an entire type of Part, Component or Device which results from prior analysis of the performance, reliability and residual life of that Part, Component or Device identifying that the relevant type of Part, Component or Device is no longer maintainable or becomes, in the reasonable opinion of the Contractor acting in accordance with Good Industry Practice, uneconomic to maintain, but in any event excluding any Preventative Maintenance and/or Corrective Maintenance;
"Performance Assurance Fund"	means the monies held in the Joint Account for Performance Assurance activities envisaged under paragraph 3.2.3 of Schedule 8.2 (Asset Management & Maintenance);
"Performance Assurance Manager"	has the meaning set out in paragraph 3.2.8 of Schedule 8.2 (Asset Management & Maintenance);
"Performance Assurance Submission"	means the proposal for release of monies from the Performance Assurance Fund envisaged under paragraph 3.3 of Schedule 8.2 (Asset Management & Maintenance);
"Performance Test"	means, in respect of any Asset, the delivery of its full functionality as set out in Schedule 5 (Front Office Specifications) or Schedule 6 (Back Office Specifications) (as amended from time to time, including by way of Variation) as applicable and operation at or above the relevant Service Levels set out in Schedule 4 (The Services) and at a level consistent with the aggregate performance set out in any Period Asset Report and/or Asset Plan in respect of the relevant Asset Category;
"Period"	means each period typically of twenty eight (28) days within the TTL financial calendar as set out in the Financial Model;

"Period Asset Report"	has the meaning set out in paragraph 2.7.1 of Schedule 8.2 (Asset Management & Maintenance);
"Period Cost Report"	has the meaning set out in paragraph 3.1.2(a) of Schedule 12.2 (Value for Money);
"Period Prestige Card Fixed Cost"	has the meaning set out in paragraph 3.7.4 of Schedule 12.1 (Charges and the Financial Model);
"Period Prestige Card Total"	has the meaning set out in paragraph 3.7.5 of Schedule 12.1 (Charges and the Financial Model);
"Period Prestige Loss"	has the meaning set out in paragraph 3.1.3 of Schedule 16 (Loss of Revenue);
"Period Product"	means a Travel Product which is valid for a pre-defined period of time;
"Personal Data"	has the meaning given to it by section 1(1) of the DPA;
"Personalised Prestige Card"	means an identifier on a Prestige Card specific to an individual Customer that allows a specific fare to be applied;
"Personnel"	means employees, officers, suppliers, consultants, sub-contractors and agents;
"Pier Devices"	has the meaning set out in paragraph 1.2.4(b) of Schedule 4.2 (Surface Transport Services);
"Plan-Do-Check-Act" or "PDCA"	means the plan-do-check-act model described in ISO 27001 and summarised in paragraph 1.1.5 of Schedule 9.4 (Security Management);
"Planned Maintenance Schedule"	Has the meaning set out in paragraph 2.6.5 of Schedule 4.1 (Service Delivery);
"Planned Maintenance Window"	means a pre-planned period of time, agreed in advance with TTL in accordance with the process set out in paragraph 2.6 of Schedule 4.1 (Service Delivery), when the Contractor may conduct planned maintenance on the permitted Back Office Modules and which shall not be taken into account in the calculation of the Availability of the relevant Module;
"Pneumatic Gate" or "P-Gate"	has the meaning set out in section 3.2.4 of Schedule 5.2 (Validation and Access Control);
"Point of Sale Card Reader"	has the meaning set out in section 3.1.4 of Schedule 5.2 (Validation and Access Control);
"Poller"	means a Device that periodically communicates with other specific Devices to establish the presence of the communications link to that

	Device and the status of the other Device;
"Portable Ticket Issuing Devices" or "PTIDs"	means Bus PTIDs and/or River PTIDs (as appropriate);
"Postal Address Information"	means national address data supplied by the company QAS. and used to confirm and retrieve Customer address information;
"Postcode Address Finder" or "PAF"	has the meaning set out in section 3.2.3 of Schedule 6.4 (Prestige Back Office System);
"Postcode Matrix"	means the table detailing the minimum number of Retail Agents required by TTL in each postcode set out in Appendix 1 of Schedule 4.9 (Retail Management Services);
"Pre-determined Services"	has the meaning set out in Clause 77.1 (Early Termination by TTL of Pre-determined Services);
"Preparedness Test"	has the meaning set out in paragraph 2.5.1 of Schedule 8.3 (Major Incident Management);
"Presentation Layer"	has the meaning set out in section 3.1.5 of Schedule 6.6 (Operational Support System);
"Presentation Layer Dashboard"	means a graphical user Interface that presents real-time Operational Status and Operational Statistics of Configuration Items to Operator Personnel;
"Prestige"	means the technology platform to support the acceptance of Prestige Cards;
"Prestige Application"	means the Software application layer on a Prestige Card, used to store Prestige Card data including Travel Products;
"Prestige Back Office"	has the meaning set out in Schedule 6.4 (Prestige Back Office System);
"Prestige Back Office Modules"	has the meaning set out in paragraph 1.2.1 of Schedule 4.8 (Prestige Back Office Services);
"Prestige Back Office Service Day"	has the meaning set out in paragraph 2.1.3 of Schedule 4.8 (Prestige Back Office Services);
"Prestige Back Office Services"	has the meaning set out in paragraph 1.1.2 of Schedule 4.8 (Prestige Back Office Services);
"Prestige Card"	means a Smart Card that has been encoded with the Prestige Application and enabled for use on the System;
"Prestige Card Registration Data"	means the Data captured by the OCRA and stored within the Central System Database when a new Prestige Card is registered, including loaded Travel Products and Customer address;

"Prestige Hotlist"	means a list of Prestige Cards that are to be denied access to the Transport Network and, if required, disabled;
"Prestige Serial Number"	means the number that is generated when a manufactured Smart Card is initialised as a Prestige Card for use in the System, printed physically on the face of the Card and recorded electronically in the microchip. The Prestige Serial Number consists of 10 significant digits followed by two check digits, and is unique within the System;
"Pre-Variation Estimate Process"	means the process set out in paragraph 2 of Schedule 12.3 (Contract Variation Procedure);
"Preventative Maintenance"	means maintenance work undertaken by or on behalf of the Contractor to clean and service Components and Devices, and/or replace Parts, prior to the failure of those Components, Devices and/or Parts;
"Preventative Maintenance Plan"	means the maintenance programme envisaged under paragraph 2.3.1 of Schedule 8.2 (Asset Management & Maintenance);
"Previous Transaction Summary"	means summary Data from previous transaction sequences for a specific CPC which is used to reconstruct or generate assumptions on missing Transaction Data;
"Previous Transaction Summary" or "PTS"	means a summary of the previous transactions recorded for a specific Prestige Card which provides additional information that can be used by the Central System when the original transactions are not available;
"Primary Account Number" or "Personal Account Number" or "PAN"	means a unique number which identifies a credit/debit account and includes both ePANs and Embossed PANs;
"Primary Event"	has the meaning set out in paragraph 2.6.2 of Schedule 4.3 (LU Services);
"Primary Incident"	has the meaning set out in paragraph 2.6.2 of Schedule 4.4 (Rail Services);
"Primary Services"	has the meaning set out in paragraph 1.1.2 of Schedule 4.1 (Service Delivery);
"Principal Contractor"	means the role of principal contractor as set out in the CDM Regulations;
"Privacy and Electronic Communications (EC Directive)" or "PECED"	means the Privacy and Electronic Communications (EC Directive) Regulations 2003, as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, both as amended, updated or superseded from time to time;
"Processing"	has the meaning given to it by section 1(1) of the DPA, and Process shall be construed accordingly;

"Product"	means the documents produced for a Programme or Project;
"Product Matrix"	has the meaning set out in paragraph 3.5.1 of Schedule 10.2 (Programme and Project Lifecycle);
"Profit"	has the meaning set out in paragraph 6.3.2(c) of Schedule 12.3 (Contract Variation Procedure);
"Programme"	has the meaning set out in paragraph 2.1.2(b) of Schedule 10.2 (Programme and Project Lifecycle);
"Programme Board"	has the meaning set out in paragraph 5.2.2 of Schedule 10.2 (Programme and Project Lifecycle);
"Programme Manager"	has the meaning set out in paragraph 2.1.12 of Schedule 10.2 (Programme and Project Lifecycle);
"Programme Plan"	means a plan for a Programme meeting the requirements set out in paragraph 5.5 of Schedule 10.2 (Programme and Project Lifecycle);
"Programme Portfolio"	has the meaning set out in paragraph 2.1.2(c) of Schedule 10.2 (Programme and Project Lifecycle);
"Programme Portfolio Manager"	has the meaning set out in paragraph 6 of Schedule 8.1 (Organisation & Governance);
"Programme Portfolio Plan"	has the meaning set out in paragraph 6.4.1 of Schedule 10.2 (Programme and Project Lifecycle);
"Programme Portfolio Report"	has the meaning set out in paragraph 6.5.1 of Schedule 10.2 (Programme and Project Lifecycle);
"Programme Portfolio Review Meeting"	has the meaning set out in paragraph 6.2.1 of Schedule 10.2 (Programme and Project Lifecycle);
"Programme Report"	has the meaning set out in paragraph 5.6.1 of Schedule 10.2 (Programme and Project Lifecycle);
"Programme Review Meeting"	has the meaning set out in paragraph 5.3.1 of Schedule 10.2 (Programme and Project Lifecycle);
"Project"	has the meaning set out in paragraph 2.1.2(a) of Schedule 10.2 (Programme and Project Lifecycle);
"Project Board"	has the meaning set out in paragraph 3.3.3 of Schedule 10.2 (Programme and Project Lifecycle);
"Project Commissioning Plan"	has the meaning set out in paragraph 4.7.1 of Schedule 10.2 (Programme and Project Lifecycle);
"Project Description"	has the meaning set out in paragraph 2.1.7 of Schedule 10.2 (Programme and Project Lifecycle);

"Project Document Map"	has the meaning set out in paragraph 2.4.1 of Schedule 11.1 (Document Management);
"Project Manager"	has the meaning set out in paragraph 2.1.9 of Schedule 10.2 (Programme and Project Lifecycle);
"Project Plan"	means a plan for a single Project meeting the requirements set out in paragraph 3.6 of Schedule 10.2 (Programme and Project Lifecycle);
"Project Processes Plan"	means the plan produced in accordance with paragraph 3.2 of Schedule 10.2 (Programme and Project Lifecycle);
"Project Report"	has the meaning set out in paragraph 3.8 of Schedule 10.2 (Programme and Project Lifecycle);
"Project Review Meeting"	has the meaning set out in paragraph 3.4.2 of Schedule 10.2 (Programme and Project Lifecycle);
"Project Risk"	has the meaning set out in paragraph 1.2.1(a) of Schedule 11.2 (Risk Management);
"Project Risk Register"	has the meaning set out in paragraph 3.7.4 of Schedule 10.2 (Programme and Project Lifecycle);
"Proprietary Tools"	<p>means a tool, system, piece of Software, Software licence or equipment (a "tool") which is:</p> <ul style="list-style-type: none"> (a) used by the Contractor in providing the Services and/or in relation to the IRC System; and (b) not connected to, or does not form part of, the System (or, if connected to or forming part of the System, it was agreed in writing between the Parties, prior to the tool being connected to or forming part of the System, that the tool would be deemed to be a Proprietary Tool); and (c) a tool in respect of which a Successor Operator ought reasonably to be able to supply or procure a similar or equivalent tool from the open market; <p>and which:</p> <ul style="list-style-type: none"> (1) is owned by a Third Party (that is not a Sub-Contractor or a member of the Contractor Group, nor holding the ownership as a result of any disposal, sale, assignment or transfer, or the granting of a Security Interest, by any member of the Contractor Group); or (2) is owned by a Sub-Contractor or a member of the Contractor Group and is required by the Sub-Contractor or the Contractor Group (as applicable) for use in the normal course of its business other than to provide the Services (including for other customers of the Sub-Contractor or the Contractor Group (as applicable)), provided that: <ul style="list-style-type: none"> (i) where there is only one such tool, that tool will fall outside of the scope of this definition; or (ii) where there is more than one such tool, then the number

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	of tools that TTL reasonably considers are required for the provision of the Services will fall outside the scope of this definition;
"Proprietary Tools Register"	means the register of Proprietary Tools as further described in paragraph 2.10 of Schedule 14 (IPR Management and Licences);
"protected characteristics"	are age, disability, gender reassignment, pregnancy or maternity, race, religion or belief, sex or sexual orientation as set out in Clause 75.2.1 (Supplier Diversity);
"Protected Employment"	means employment of a Pensionable Employee in employment which is continuous employment (as defined in sections 210 to 219 of the Employment Rights Act 1996) with his or her service with the Contractor or another Employer on the Service Commencement Date, except that in respect of any Pensionable Employee his period of Protected Employment shall: (A) come to an end (save for the purposes of paragraph 5.3 of Schedule 20 (Part B:Pensions)) if he or she elects to cease being an active member of the TfL Pension Fund from the date on which any such election is effective provided that this does not affect any Pensionable Employee's position under Rule 9(4) (Opting out of Membership) of the Rules; and (B) come to an end if there is a termination of the whole or part of this Contract resulting in a transfer of the employment of the relevant Pensionable Employee (under TUPE) in circumstances where the identity of the new employer is outside the control of the Contractor;
"PSTN"	means the Public Service Telephone Network;
"Public Official"	means any person (whether appointed or elected) holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise (including any officer or employee of a state-owned or state-operated entity) or a public international organisation;
"Qualified Compliance Certificate"	means the certificate issued to the Contractor by TTL to signify the provisional achievement of a Milestone pursuant to a relevant Variation;
"Quality Audit Reports"	means the reports prepared by the Contractor in accordance with paragraph 3.4 of Schedule 8.5 (SQE);
"Quality Audit Schedule"	means the schedule prepared by the Contractor in accordance with paragraph 3.4 of Schedule 8.5 (SQE);
"Quality Manager"	has the meaning set out in paragraph 3.1.1 of Schedule 8.5 (SQE);
"Quality Manual"	means the manual maintained by the Contractor in accordance with paragraph 3.2 of Schedule 8.5 (SQE);
"Quality Plan"	means the plan prepared by the Contractor in accordance with paragraph 3.3 of Schedule 8.5 (SQE);

"Quantitative Risk Analysis" or "QRA"	has the meaning set out in paragraph 3.7.5 of Schedule 10.2 (Programme and Project Lifecycle);
"Queue Buster Machine" or "QBM" or "Quick Ticket Machine" or "QTM"	has the meaning set out in section 3.1.6 of Schedule 5.3 (Retail);
"Radio Frequency (RF) tuning values"	means the set of parameters used to fine-tune the frequencies used in wireless communications with a Card to improve communication efficiency;
"Rail Card Readers"	means Gate Card Readers and Passenger Validator Card Readers;
"Rail Data Gathering Centre" or "Rail DGC" or "Prestige Data Gathering Centre" or "Prestige DGC"	has the meaning set out in section 3.1.2 of Schedule 6.5 (Data Landing System);
"Rail Service Day"	has the meaning set out in paragraph 2.1.3 of Schedule 4.4 (Rail Services);
"Rail Services"	has the meaning set out in paragraph 1.1.2 of Schedule 4.4 (Rail Services);
"Rail Settlement Plan" or "RSP"	means Rail Settlement Plan Limited, a company incorporated in England and Wales with company number 03069042, and whose registered office is 200-202 Part Second Floor, Aldersgate Street, London, EC1A 4HD, owned by the TOCs which provides a variety of services including the management and distribution of National Rail fares data and the apportionment and settlement of fares revenue between the TOCs;
"Rail Site"	has the meaning set out in paragraph 1.1.2(a) of Schedule 4.4 (Rail Services);
"Raw Data"	has the meaning set out in paragraph 3.2.4(a) of Schedule 11.5 (Information and Reporting Services);
"Reader Management System"	means an Element Manager System for Card Readers as set out in section 3.1.3 of Schedule 6.6 (Operational Support System);
"Recent Taps List"	means a list of identifiers, electronically derived from the Card ePAN, which have been used on a bus and that are required to ensure that Customers have validated their travel during inspection by Revenue Protection Inspectors;
"Redundancy Cost"	means, in respect of each Redundant Employee, the statutory redundancy payment or, if greater, the enhanced redundancy payment to which the Redundant Employee is entitled. For the

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	avoidance of doubt, " Redundancy Cost " shall not include: (i) any sums payable in respect of the Redundant Employee's notice period; or (ii) compensation awarded in respect of any wrongful dismissal or unfair dismissal or any other claim made by or on behalf of any such Redundant Employee; or (iii) any pension related benefits or benefit calculated by reference to pension arrangements or any increases in pension costs;
"Redundant Employee"	means any employee who has throughout the duration of his/her employment with the Contractor remained wholly or mainly assigned to the provision of the Services, other than those which replaced Existing Services provided by or on behalf of any member of the Contractor Group or anything substantially the same as those Existing Services, (in whole or in part) and who is dismissed by reason of redundancy (as defined in section 139 of the Employment Rights Act 1996), such dismissal taking effect within twelve (12) weeks of the relevant End Date arising because the relevant Service is no longer required and will no longer be carried out by TTL, the Contractor, or any other person after the relevant End Date;
"Reference Token"	means a token created by the CPA to link each CO Token with the original PAN as each CO Token has no mathematical relationship with the original PAN.
"Referral Notice"	has the meaning set out in paragraph 5.6.1 of Schedule 15 (Dispute Resolution Procedure);
"Referring Party"	has the meaning set out in paragraph 5.2.2 of Schedule 15 (Dispute Resolution Procedure);
"Regulatory Body"	means those Government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice, directives or otherwise, are entitled to regulate or investigate the matters dealt with in this Contract or any other affairs of any member of the TTL Group;
"Related Change"	means any piece of work that changes, affects or reconfigures any aspect of a Related System that the Contractor has been made aware of by the relevant Related Contractor or TTL;
"Related Contractor"	means a person responsible for the operation and maintenance of a Related System as notified to the Contractor by TTL from time to time;
"Related Service"	means any services provided by any Related Contractor or any provider to any Related Contractor;
"Related System"	means the hardware, Software, systems and data which: (A) relates to the provision of services by the WAN provider(s), the Data Centre provider(s) and/or the Card Supplier(s); or (B) may be provided by a Third Party to TTL and, as a result of a Variation, interface with the System;
"Relational"	means a database that stores data items in a structured collection of

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"Database"	tables;
"Relationship Bonus"	means the bonus as set out in Clause 43.1 (Discretionary Relationship Bonus) which TTL may, at its sole discretion, award to the Contractor on an annual basis based on the Contractor's achievement of certain Relationship Indicators;
"Relationship Indicators"	means the criteria determined in accordance with Clause 43.3 (Discretionary Relationship Bonus) against which the Contractor's performance is assessed by TTL in order to guide its decision as to whether to award a Relationship Bonus to the Contractor, and if so, how much that award should be;
"Release Deployment Plan"	has the meaning set out in paragraph 4.2.7 of Schedule 10.1 (Change Management);
"Release Management"	has the meaning set out in paragraph 4.1.1 of Schedule 10.1 (Change Management);
"Relevant Transfer Date"	means the date on which the provision of the Existing Services (or any relevant part thereof) is transferred from provision by the Existing Contractor (or by its sub-contractors or by TTL) to provision by the Contractor and/or any Sub-Contractor;
"Relief Event"	has the meaning set out in Clause 46.1 (Relief Events);
"Relief Event Costs"	has the meaning set out in Clause 46.4.1 (Relief Events);
"Relief Event Proposal"	has the meaning set out in Clause 46.2 (Relief Events);
"Remediation Plan"	has the meaning set out in paragraph 2.3.14(b) of Schedule 7.2 (System Integrator);
"Remedy"	means a proprietary system used by TTL to log Service Tickets and service requests;
"Remote Printer"	means the printing device used by Operator Personnel on River Services and some buses to print paper tickets;
"Remote Ticketing Device" or "RTD"	means a Card Reader;
"Representatives"	has the meaning set out in Clause 73.2 (Ethics, Bribery and Corruption);
"Request for Clarification"	has the meaning set out in paragraph 2.3.3 of Schedule 12.3 (Contract Variation Procedure);
"Request for Estimate"	has the meaning set out in paragraph 2.2.1 of Schedule 12.3 (Contract Variation Procedure);
"Request for Further"	has the meaning set out in paragraph 3.4.4 of Schedule 12.3

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"Information"	(Contract Variation Procedure);
"Request to Operate" or "Request to Operate Notice"	means a formal request from the Contractor to TTL to deploy the Changes into live support and handover over to the business as usual operations;
"Required Insurances"	means the policies of insurance listed at paragraph 2 of Schedule 17 (Insurance Requirements);
"Required Variation Settlement Notice"	has the meaning set out in paragraph 3.7.3(a) of Schedule 12.3 (Contract Variation Procedure);
"Requirements Programme"	has the meaning set out in paragraph 2.2.6 of Schedule 10.3 (Fares Revision);
"Residual Life"	means the residual life of an Asset determined in accordance with Clause 16.3 (Residual Life of Assets);
"Resolver Group"	means a designated group from the Level 1 Help Desk, Level 2 Support, Level 3 Support, Related Contractors, Interfacing Parties, TTL and/or any Successor Operator (during the Handback Period) who are responsible for resolving a particular System Fault, Fault, System Incident or Incident;
"Responding Party"	has the meaning set out in paragraph 5.2.2 of Schedule 15 (Dispute Resolution Procedure);
"Retail Agent"	means a person authorised by TTL to sell Travel Products to Customers who is a party to an agreement with TTL substantially in the Form of Agreement for Retail Agents;
"Retail Agent Agreement"	has the meaning set out in paragraph 1.1.4 of Schedule 4.9 (Retail Management Services);
"Retail Agent Manual"	means the documented procedures that TTL requires its Retail Agents to follow in the exercise of its obligations set out in the Retail Agent Agreement;
"Retail Agent Network"	means the network of Retail Agents who sell certain Travel Products to Customers;
"Retail Agent Network Device"	means a Device used in locations across the Retail Agent Network to retail and update Travel Products on Prestige Cards;
"Retail Agreement"	has the meaning set out in paragraph 1.1.6 of Schedule 4.9 (Retail Management Services);
"Retail Card Readers"	means the sub-grouping of the Card Readers Module Group used in point of sale Devices such as a POM, as set out in section 3.1.4 of Schedule 5.2 (Validation and Access Control);
"Retail Device"	has the meaning set out in paragraph 1.2.1(b) of Schedule 4.3 (LU

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	Services);
"Retail Ethernet"	has the meaning set out in section 3.4 of Schedule 5.4 (Control Systems and Networks);
"Retail Module"	means a Module used to sell Travel Products to Customers;
"Retail Network"	means the network of high street retail outlets (e.g. Retail Agents and FTICs) who sell certain Travel Products to Customers;
"Retail Network Manual"	means the documented procedures that TTL requires its FTICs to follow in the exercise of its obligations set out in its FTIC Agreement;
"Retail Network Report"	has the meaning set out in paragraph 2.3.2 of Schedule 4.9 (Retail Management Services);
"Retail Network Service Day"	has the meaning set out in paragraph 5.2.2 of Schedule 4.9 (Retail Management Services);
"Retail Network Services"	has the meaning set out in paragraph 1.1.2 of Schedule 4.9 (Retail Management Services);
"Retail Operators"	means individuals working in Retail Agents (e.g. newsagents) who sell Travel Products to Customers;
"Retail Prices Index" or "RPI"	has the meaning set out in paragraph 5.1.1 of Schedule 12.2 (Value for Money);
"Retail Terminal"	has the meaning set out in section 3.2.5 of Schedule 5.3 (Retail);
"Retail Terminal Card Reader"	has the meaning set out in section 3.1.6(A.4) of Schedule 5.2 (Validation and Access Control);
"Retail Trigger Level"	means the minimum number of Retail Devices with Service Affecting Faults within the relevant Retail Zone that will represent a Primary Event as set out in the Schedule of Sites and Zones;
"Retail Zone"	has the meaning set out in paragraph 1.2.3(d) of Schedule 4.3 (LU Services);
"Retendering Support"	has the meaning set out in Clause 82.2.2 (Handback of Services);
"Retention Period"	has the meaning set out in Clause 65.1 (Records, Audit and Inspection);
"Re-Transfer"	has the meaning ascribed to it in paragraph 1.3.1 of Schedule 20 (Part A:TUPE and Employees);
"Re-Transferee"	has the meaning ascribed to it in paragraph 1.3.1 of Schedule 20 (Part A:TUPE and Employees);
"Re-Transferring Employee"	means any member of Contractor Personnel who: (A) will transfer to the employment of either TTL or the Successor

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	Operator pursuant to TUPE; or (B) accepts an offer of employment from TTL or a Successor Operator (as appropriate) upon the expiration or termination (in whole or in part) of this Contract;
"Re-use of Public Sector Information Regulations" or "RPSI"	means the Reuse of Public Sector Information Regulations 2005, as updated, amended or superseded from time to time;
"Revenue and Accounting Services"	has the meaning set out in paragraph 1.1.1 of Schedule 11.4 (Revenue and Accounting Services);
"Revenue Apportionment"	means the calculation of the percentage of money split between the different operators that delivered a specific fare. For example, LU/Train Operating Company, LU only, Bus only, LU/London Overground etc. This is calculated in accordance with the apportionment matrix produced by the Matrix Control System;
"Revenue Apportionment Matrix"	means the Base Data used to apportion revenue correctly between TTL and Third Party service providers including Train Operating Companies;
"Revenue Inspection Device" or "RID"	has the meaning set out in section 3.4.3 of Schedule 5.2 (Validation and Access Control);
"Revenue Inspection Device Server" or "RID Server"	has the meaning set out in section 3.1.3 of Schedule 6.5 (Data Landing Systems);
"Revenue Inspection Module"	means any Module in the Revenue Inspection Module Group, as set out in section 3.4 of Schedule 5.2 (Validation and Access Control);
"Revenue Protection Inspectors"	means Personnel authorised to ensure Passengers have paid the correct fare, and hold the correct Travel Product, for their entire journey;
"Risk Adjustment"	has the meaning set out in paragraph 6.3.8 of Schedule 12.3 (Contract Variation Procedure);
"Risk Management Plan"	means the plan prepared in accordance with paragraph 2.1 of Schedule 11.2 (Risk Management);
"Risk Schedule"	means the schedule prepared in accordance with paragraph 2.2 of Schedule 11.2 (Risk Management);
"Risk(s)"	means Project Risk(s), Security Risk(s) and Contract Risk(s);
"River Garage PC"	has the meaning set out in section 3.2.4 of Schedule 5.4 (Control Systems and Networks);

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"River Pier"	means piers from which river transport services operate;
"River PTID"	has the meaning set out in section 3.3.7 of Schedule 5.3 (Retail);
"River PTID Basestation" or "River PTID BS"	has the meaning set out in section 3.3.8 of Schedule 5.3 (Retail);
"River Services"	has the meaning set out in paragraph 1.1.5(c) of Schedule 4.2 (Surface Transport Services);
"River Services Performance"	has the meaning set out in paragraph 1.2.5(b) of Schedule 4.2 (Surface Transport Services);
"Rolling Average"	means the average quantities of Spares described in paragraph 2.1.1(c)(ii) of Schedule 8.2 (Asset Management & Maintenance);
"Routing Validation"	means the process by which a Customer validates by presenting a Card at a Passenger Validator to ensure the correct fare is paid, typically used by Customers where validation at the start and end of the journey is insufficient to accurately construct their journey, for example when travelling around, but not through LUL Zone 1;
"Routing Validator"	means a physically distinct Validator configured to record usage of the Transport Network in such a way that Customers may ensure the correct fare is applied, particularly when using routes that may cause ambiguity in fare calculation. This may be used, for example, when a Customer travels around but not within Zone 1;
"RSP DGC"	means the data gathering centre used at Oyster Expansion to Network Rail stations;
"Ruggedised Passenger Validator"	has the meaning set out in section 3.3.3 of Schedule 5.2 (Validation and Access Control);
"Rules"	means the trust deeds, rules and other documents governing the TfL Pension Fund from time to time;
"Rules Engine"	means a configurable set of rules used to evaluate information received from System Elements, conduct a root cause analysis and identify the correct response to the Operational Incident;
"SABRE System"	means the electronic access reservation system operated by London Underground;
"Safe System of Work" or "SSOW"	has the meaning set out in paragraph 2.3 of Schedule 8.5 (SQE);
"Safety Manager"	means the member of Key Personnel performing the relevant function as set out in paragraph 6 of Schedule 8.1 (Organisation & Governance);
"Safety, Licensing"	means the plan developed by the Contractor in accordance with

"and Training Report"	paragraph 5.5.1 of Schedule 8.5 (SQE);
"Sales Agreement"	has the meaning set out in paragraph 1.2.1 of Schedule 4.10 (Sales & Consumables);
"Sales and Consumables Management Services"	has the meaning set out in paragraph 1.1.2 of Schedule 4.10 (Sales & Consumables);
"Sales Retail Device"	means the xPERT or FTIC Retail Device as applicable;
"Sales Services Accounting System"	means the computer system used to control the processing of Travel Product stock and sales, accounting information and other information related to the Retail Network Services and the Sales and Consumables Management Services;
"Same Station Exit"	means the situation where a Card is validated twice at a single Station, where the final validation is considered for the purpose of fare calculation to be the exit validation. This situation occurs when there may be multiple Validators or Gates at a Station;
"Same Station Re-entry"	means travel on the Transport Network when the following conditions are met: <ul style="list-style-type: none"> (a) a first (entry) validation is made; (b) a second (exit) validation is an exit made at a different Station to the first, on the same Traffic Day, within the Maximum Journey Time; and (c) a third (entry) validation is an entry made at the same Station as the second validation, within the Same Station Re-entry time limit (as set out in Base Data) and on the same Traffic Day;
"Schedule of Sites and Zones"	means the document of that name which sets out: <ul style="list-style-type: none"> (a) in relation to the LU Services: <ul style="list-style-type: none"> (i) the LU Sites; (ii) the number of Station Zones, Validation Zones and Retail Zones at each LU Site; (iii) the number of Validation Devices in each Validation Zone; (iv) the number of Retail Devices in each Retail Zone; (v) the Validation Trigger Level for each Validation Zone; and (vi) the Retail Trigger Level for each Retail Zone; and (b) in relation to the Rail Services: <ul style="list-style-type: none"> (i) the Rail Sites (including the name of the responsible Site Operator); (ii) the number of Validation Zones at each Rail Site; (iii) the number and type of Devices within each Validation Zone; and

	(iv) the Primary Incident criteria for each of the Nominated Stations, as amended from time to time by agreement between the Parties or pursuant to a Variation;
"Scheduled Fares Revisions"	has the meaning set out in paragraph 1.3.1(a) of Schedule 10.3 (Fares Revision);
"SDA" or "Static Data Authentication"	means Static Data Authentication, a method for secure communication of Data between two (2) entities;
"Secondary Incident"	has the meaning set out in paragraph 2.6.3 of Schedule 4.4 (Rail Services);
"Secure Loss Less Data Transmission"	means Loss Less as defined in ITSO Technical Specification 1000-9 – Interoperable public transport ticketing using contactless smart customer media – Part 9: Communications, Section 3;
"Security Access Modules" or "SAM"	means that part of a Card Reader that holds important, secure Data used in transmitting and receiving encrypted information between the Card Reader and Back Office Modules;
"Security Controls Matrix"	has the meaning set out in paragraph 2.1.2(k)(iv) of Schedule 9.4 (Security Management);
"Security Documentation Log"	has the meaning set out in paragraph 2.8.2 of Schedule 9.4 (Security Management);
"Security Environmental Report"	has the meaning set out in paragraph 2.2.1(e) of Schedule 9.4 (Security Management);
"Security Interest"	means any security interest of any nature whatsoever, including any mortgage, charge, pledge, lien, assignment by way of security or other encumbrance;
"Security Log"	has the meaning set out in paragraph 2.2.5 of Schedule 9.4 (Security Management);
"Security Materials"	means the Software, documentation and media created for the purposes of maintaining and monitoring the security of, and preventing and monitoring fraud in relation to the System and the IRC System;
"Security Risk Assessment Methodology"	has the meaning set out in paragraph 2.1.2(c)(i) of Schedule 9.4 (Security Management);
"Security Risk Treatment Plan"	has the meaning set out in paragraph 2.1.2(f) of Schedule 9.4 (Security Management);
"Security Risks"	has the meaning set out in paragraph 1.2.1(b) of Schedule 11.2 (Risk

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	Management);
"Serious Contract Payment Dispute"	means any Dispute relating to Disallowed Sums where the value of such Disallowed Sums is in excess of [REDACTED]
"Server"	means a system that responds to requests across a computer network to provide, or help to provide, a network service;
"Service Affecting Fault"	has the meaning set out in paragraph 2.2.3 of Schedule 4.1 (Service Delivery);
"Service Bonus"	means a measure of the addition to the Charges due to the Contractor's performance bettering the specified Service Level and/or other performance criteria;
"Service Catalogue"	means an exhaustive list of all IT products and Services supported operationally, their current status and interdependencies;
"Service Commencement Date"	means 17 August 2015, or such other date as agreed in writing between the Parties;
"Service Credit"	means a measure of the reduction to the Charges due to the Contractor's performance for failing to meet the specified Service Level and/or other performance criteria;
"Service Day"	means the Support Service Day, ST Service Day, Bus Workstation Service Day, LU Service Day, TIC Service Day, Rail Service Day, Support Services Service Day, FTP Back Office Service Day, Prestige Back Office Service Day, FTP Processing Service Day, ITSO Service Day or Retail Network Service Day as the context requires;
"Service Disruption"	means an event such as Station or line closures on the Transport Network that causes Business Rules processing to change;
"Service Hour"	means an hour within a relevant Service Day as applicable;
"Service Incident Point"	means the measurement applied in accordance with paragraph 2.1.7 of Schedule 4.2 (Surface Transport Services);
"Service Knowledge Management System" or "SKMS"	means the central repository of the data, information and knowledge to manage the lifecycle of the Services. Its purpose is to store, analyze and present the data, information and knowledge for the IRC System. The SKMS is not necessarily a single system – in most cases it will be a federated system based on a variety of data sources;
"Service Level"	has the meaning set out in Clause 9.1 (Performance Regime);
"Service Level Adjustment"	has the meaning set out in paragraph 6.1.9(a) of Schedule 12.2 (Value for Money);

"Service Management"	has the meaning set out in paragraph 1.2 of Schedule 4.1 (Service Delivery);
"Service Management Tool"	means a system used to manage the quality of information technology services;
"Service Metrics"	means the quantitative assessment of the System's ability to achieve the Service Levels;
"Service Operations Manager"	means the member of Key Personnel performing the relevant function as set out at paragraph 6 of Schedule 8.1 (Organisation & Governance);
"Service Panel Unit or "SPU"	means a Component within POMs which provides an interface to Operator Personnel for secure sign on and command and control;
"Service Performance Report"	has the meaning set out in paragraph 7.1.1 of Schedule 4.1 (Service Delivery);
"Service Recovery Plan"	means the plan for managing a Major Incident as developed by the Contractor in accordance with the requirements set out in paragraph 2.3 of Schedule 8.3 (Major Incident Management);
"Service Review Meeting"	means the meeting held in accordance with paragraph 9.2 of Schedule 4.1 (Service Delivery);
"Service Ticket"	means a record stored within the Trouble Ticketing System to capture information on service disruptions including scope of disruption, remedial action taken and resolution;
"Services"	has the meaning as set out in paragraph 1.1.2 of Schedule 4.1 (Service Delivery);
"Settlement Engine"	has the meaning set out in section 3.2.1 of Schedule 6.2 (FTP Back Office System);
"Settlement Validation File"	means a file created by the EMV DP2 that confirms receipt of the original Payment Request File from PaRE and includes the name of the updated file sent to the Merchant Acquirer;
"Side Guards"	means guards that are fitted between the front and rear axles of a Lorry and that comply with EC Directive 89/297/EEC and the Road Vehicles (Construction and Use) Regulations 1986;
"Significant Risks"	has the meaning set out in paragraph 2.2.4 of Schedule 11.2 (Risk Management);
"Silver Accreditation"	means the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described on the FORS Website;
"Simple Network Management"	means an Internet-standard protocol for managing Devices on IP networks;

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"Protocol" or "SNMP"	
"SIP"	has the meaning set out in paragraph 2.4.1(h) of Schedule 9.4 (Security Management);
"Site Operator"	means the party responsible for the operation of the relevant TTL Site;
"Site Person in Charge"	means the appropriately trained and experienced individual nominated by the Contractor as being responsible for supervising and managing the works and ensuring a safe system of work including safe use of tools, plant and materials at a Site;
"Site Vanguard Testing"	means the deployment of proposed Changes, resulting from a Project or Programme, to a limited area of the live environment for assessment and Assurance purposes;
"Sites"	means the TTL Sites and the Contractor Sites at which the System is located;
"Small Station Computer"	has the meaning set out in section 3.1.4 of Schedule 5.4 (Control Systems and Networks);
"Smart Card"	means a contactless travel card produced in accordance with the NXP DESFire EV1 or MIFARE Classic specification which is ISO7810 and ISO14443-1 compatible, which, for the avoidance of doubt, has not been encoded with the Prestige Application;
"Smart Switch"	means a rule driven protocol developed by the company Retail Logic to deliver real-time end to end management of a Chip and PIN transaction, from the point of acceptance of the transaction all the way to the Merchant Acquirer and back again;
"Smartcard Dispenser" or "SCD"	means a Component within AFMs and MFMs which is capable of dispensing Prestige Cards to Customers;
"Snag(s)" or "Snagging"	has the meaning set out in paragraph 4.5.1 of Schedule 10.2 (Programme and Project Lifecycle);
"Software"	means all software, operating systems, applications, programs and procedures, tools to recreate or recompile any of the foregoing (including without limitation build files, compiler files, test scripts and configurations), and all updates and upgrades to any of the foregoing created, developed, provided or used in connection with the System, the IRC System and/or the Services and firmware that relates to or is comprised in Hardware, in each case in Object Code and Source Code forms together with all supporting documentation and materials necessary to enable a user to make full use of the functionality of, or to administer effectively such software and firmware;
"Sole Supplier"	means any person whose goods and/or services are comprised in the Services from time to time and for whose goods and/or services there is no substitute anywhere in the world; and for this purpose the fact

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	that the Contractor may incur delay or extra cost in ensuring effective substitutability will not prevent those goods or services from being deemed to be substitutable;
"Source Code"	means computer/machine programming code (other than Object Code) and related source code level system documentation, comments and procedural code such as utilities, libraries, job control, language, header files, parameter files, definitions files, build and make files, configuration files and any other included file referenced in any source file, in each case which may be printed out or displayed in an eye readable and understandable form by a competently skilled computer programmer and correctly and completely rebuilt without additional files or information (and including embedded commentary procedures and ancillary documents in either paper or electronic format);
"Source Document"	means a document referred to in Schedules 5.2 (Validation and Access Control) to 5.5 (Prestige Cards and Enablement) and 6.2 (FTP Back Office System) to 6.6 (Operational Support System) that set out detailed functional requirements for Modules;
"Spare"	means Assets stored or to be stored by or on behalf of the Contractor and used primarily for the purposes of Corrective Maintenance, Preventative Maintenance or Performance Assurance;
"Special Contribution"	has the meaning set out in paragraph 3.5 of Schedule 20 (Part B: Pensions);
"Specific Obligation Consequence"	has the meaning set out in paragraph 2.1.1 of Schedule 12.4 (Contract Management);
"Specific Obligations"	has the meaning set out in paragraph 2.1.1 of Schedule 12.4 (Contract Management);
"Sponsor"	means the approving signatory (on behalf of the Programme Board or Project Board (as applicable)) controlling the Programme or Project;
"SQL" or "Structured Query Language"	means the programming language designed for managing and retrieving data held in a relational database;
"SQL Server Integration Services"	means the component of the Microsoft SQL Server database software that can be used to perform a broad range of data migration tasks;
"SQL Tools"	means any external tool able to extract and manipulate data via SQL queries;
"ST"	means Surface Transport;
"ST Service Day"	has the meaning set out in paragraph 2.1.3 of Schedule 4.2 (Surface Transport Services);

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"ST Services"	has the meaning set out in paragraph 1.1.2 of Schedule 4.2 (Surface Transport Services);
"ST Services Performance"	has the meaning set out in paragraph 1.2.5(a) of Schedule 4.2 (Surface Transport Services);
"ST Sites"	means Garages, River Piers and ST head office locations;
"Staff Access Pass"	means the Card used by authorised Operator Personnel to gain access to certain Retail Devices and place them into staff-assisted mode;
"Staff Pass"	means a permit to travel for TTL employees and nominees;
"Standard"	means each of the standards, guidelines and other documents set out in Appendix 1 to Schedule 9.3 (Standards);
"Standard Change"	means a Change within the category set out at paragraph 2.2.3(d) of Schedule 10.1 (Change Management);
"Standing Data"	means such Data identified as such in Appendix 2 of Schedule 11.5 (Information and Reporting Services);
"Standing Data Entities"	means Data Entities related to Standing Data;
"Start and End Stations"	means the Stations at which the respective first and final validations during a Customer journey are made for the purpose of calculation of the Journey Fare;
"Statement of Applicability"	has the meaning set out in paragraph 2.1.2(k) of Schedule 9.4 (Security Management);
"Station"	means a Site where Passengers can board or alight from a train;
"Station Account Reports"	means account reports produced by each Station Account Facility (SAF) and the Central System Application for completeness checks and reconciliation;
"Station Accounting Facility" or "SAF"	means a facility which allows the reconciliation, consolidation and monitoring of Station accounts both individually and collectively for each day;
"Station Aliasing"	means the situation when geographically local Stations are configured to act on behalf of a Station which has been temporarily closed;
"Station Computer 2" or "SC2"	has the meaning set out in section 3.1.3 of Schedule 5.4 (Control Systems and Networks);
"Station Computer" or "SC"	has the meaning set out in section 2.1 of Schedule 5.4 (Control Systems and Networks);
"Station Control"	has the meaning set out in section 2.3 of Schedule 5.4 (Control

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"Unit" or "SCU"	Systems and Networks);
"Station Level Devices"	means Station Control Units, Passenger Operated Retail Devices and Ticket Office Machines; all of which are controlled from the Station Computer;
"Station Planning Guidelines"	means the document outlining guidelines for planning the installation and location of various equipment in Stations. The specific document and version number is set out in Schedule 9.3 (Standards);
"Station Zone"	has the meaning set out in paragraph 1.2.3(b) of Schedule 4.3 (LU Services);
"Station Zone Bonus Threshold"	has the meaning set out in paragraph 2.3.5 of Schedule 4.3 (LU Services);
"Station Zone Credit Threshold"	has the meaning set out in paragraph 2.3.7 of Schedule 4.3 (LU Services);
"Station Zone Poor Performance Threshold"	has the meaning set out in paragraph 2.3.9 of Schedule 4.3 (LU Services);
"Status List"	means a record of list tokens for CPCs that require special action conducted by the Card Reader or RID when they are presented;
"Step-In Action"	has the meaning set out in Clause 48.2 (Step In);
"Step-In Notice"	has the meaning set out in Clause 48.1 (Step In);
"Step-In Rights"	means the right of TTL to step into the Contract and take over running of the Services (or part of the Services) pursuant to Clause 48 (Step In) including without limitation the right of TTL to appoint a Third Party to do so;
"Step-Out Notice"	has the meaning set out in Clause 48.10.3 (Step In);
"Stored Travel Rights"	means the specific Stored Travel Rights Product defined by the ITSO Board;
"Structure Query Language" or "SQL"	means a special-purpose programming language designed for managing data held in a Relational Database;
"Sub-Contract"	means any contract or agreement (whether or not in writing) between the Contractor and a Third Party (other than members of the TTL Group) in relation to any activity arising out of or related to the provision of the Services (including without limitation to the generality of the foregoing such contracts between the Contractor and a member of the Contractor Group);
"Sub-Contracting Plan"	has the meaning set out in paragraph 4.2.1 of Schedule 7.4 (Sub-Contracting);

"Sub-Contractor"	means a person with whom the Contractor enters into a Sub-Contract (including but not limited to Key Sub-Contractors);
"Subject Access Request"	means a request from a Customer for details of all Data held on the Customer by the Contractor under the right of access to Personal Data by the individual who is the subject of that Data, as set out in the DPA;
"Submissions Procedure"	means the procedure for exchanging documents for review as set out in paragraph 4 of Schedule 11.1 (Document Management);
"Subscriber Identity Modules" or "SIM"	means an electronic device used to connect Devices to cellular telecommunications infrastructure;
"Subsidiary"	has the meaning set out in section 736 of the Companies Act 1985 or section 1159 of the Companies Act 2006, whichever is applicable from time to time;
"Successor Operator"	means any person engaged by, or which may be engaged by, any member of the TTL Group, in its absolute discretion, in order to provide the Services and/or the System (or parts thereof) or services and/or systems which replace the Services and/or System (or parts thereof);
"Successor Plan"	has the meaning set out in Clause 82.4.1 (Handback of Services);
"Summarisation Rules"	means the formulae which define how many rows of Data within a Data Set are aggregated into a single row;
"Summarised Data Entities"	means Data Entities related to Summarised Level Data;
"Summarised Level Data"	means summaries of Detailed Level Data as set out in Appendix 2 to Schedule 6.4 (Prestige Back Office System);
"Summary Reference Card"	has the meaning set out in paragraph 2.9.2(b) of Schedule 8.6 (Training);
"Supervisor Mode"	means an additional mode available on the Garage Terminal which offers additional functionality to authorised Operator Personnel;
"Support Service Card Reader"	means the sub-group of the Card Reader Module Group defined in section 2 of Schedule 5.5 (Prestige Cards and Enablement). The three (3) Modules to which this term refers are set out in Schedule 5.5 (Prestige Cards and Enablement);
"Support Service Day"	has the meaning set out in paragraph 3.2.3 of Schedule 4.1 (Service Delivery);
"Support Services"	has the meaning set out in paragraph 1.1.2 of Schedule 4.5 (Support Services);
"Support Services"	has the meaning set out in paragraph 2.1.2 of Schedule 4.5 (Support

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Service Day"	Services);
"System"	means the overall transportation ticket issue and validation, fare and revenue collection and enforcement system, and each part thereof (including the Interfaces) from time to time and which is used to provide the Services and otherwise in connection with this Contract, but excludes the Related Systems and Interfacing Systems;
"System Architecture"	means the model that formally describes and represents System Domains, Module Groups, Modules and Components and their Interfaces and properties;
"System Architecture Diagram" or "SAD"	means the document of the same name as set out in paragraph 3.1.2(b) of Schedule 9.1 (Technical Authority) and further described at paragraph 5.3 of that Schedule;
"System Assurance Certificate"	means the certificate issued in accordance with paragraph 4.7.6 of Schedule 10.2 (Programme and Project Lifecycle);
"System Center Operations Manager" or "SCOM"	means the Element Manager System that provides monitoring for Microsoft applications;
"System Data Flow" or "SDF"	means the document of the same name as set out in paragraph 3.1.2(c) of Schedule 9.1 (Technical Authority) and further described at paragraph 5.4 of that Schedule;
"System Design and Operating Principles"	means the system design and operating principles document set out in Schedule 9.2 (System Design & Operating Principles) as may be updated from time to time by TTL by Variation at TTL's sole discretion;
"System Development"	means Changes (excluding Preventative Maintenance, Corrective Maintenance and any Change which is solely a Related Change), Performance Assurance, New Technologies and New Services;
"System Element"	means the parts of the System managed by an individual Element Manager System;
"System Failure"	means any material failure, fault, System Fault or problem of, or relating to, the System, the IRC System and/or the Services, or part of them;
"System Fault"	means a Device or Module not fulfilling all of its functional requirements as set out in Schedule 5 (Front Office Specifications) and Schedule 6 (Back Office Specifications) as amended from time to time including by way of Variation;
"System Impact Assessment(s)" or "SIA"	means the Contractor's evaluation of the impact of a proposed Change on the IRC System;

"System Incident"	means an alert or issue which indicates a System Fault is imminent;
"System Integration Testing"	has the meaning set out in paragraph 4.6.3 of Schedule 10.2 (Programme and Project Lifecycle);
"System Integrator"	means the role of the Contractor in ensuring the integrity of the System and the IRC System as more fully set out in Schedule 7.2 (System Integrator);
"System Specifications"	means the functional specifications set out in Schedule 5 (Front Office Specification) and Schedule 6 (Back Office Specification) (as amended from time to time, including by way of Variation);
"T5"	means Heathrow Airport Terminal 5;
"Tap Data"	means the collection of Data generated and captured as a result of a Customer presenting a Card to a Card Reader or RID;
"Tap File"	means a collection of Tap Transaction Data;
"Tap Record"	means a subset of Tap Data within an individual PCTR. The EMV DP2 will store the complete tokenised set of Tap Data captured at CPC presentation and extract those data elements required by non PCI-DSS components;
"TAP Transaction" or "Tap Transaction Data"	means the data generated when a CPC is presented to a Card Reader or RID;
"Tap Triggered Debt Recovery"	means the debt recovery process that is started when CPC debt is identified during intra day processing of Tap Records received from the EMV DP2;
"Target Cost"	has the meaning set out in paragraph 6.3.4 of Schedule 12.3 (Contract Variation Procedure);
"Target Percentage Margin"	means the percentage margin set out at Tab 2, Volumes and Assumptions, within the Financial Model;
"Technical Authority" or "TA"	has the meaning set out in paragraph 1.1.1 of Schedule 9.1 (Technical Authority);
"Technical Authority Forum" or "TAF"	means the group with the authority to govern the technical assurance as defined in paragraph 4.1.1 of Schedule 9.1 (Technical Authority);
"Technical Change"	means a Change, including: (a) Software modifications and deployment; (b) Hardware installation, configuration, rollout, replacement and improvement; or (c) network communications and firewall changes, BUT excludes any Change that relates solely to the Services and

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	does not modify the System;
"Technology Road Map"	means the forward-looking plan for introduction of technology to the IRC System provided by the Contractor;
"Tender Requirements"	has the meaning set out in paragraph 4.3.1 of Schedule 7.4 (Sub-Contracting);
"Term"	means the period from the Service Commencement Date up to and including the Expiry Date;
"Termination Payment"	means the termination payment that may be payable by TTL to the Contractor pursuant to Clause 81 (Effect of Termination) and which shall be calculated as set out in paragraph 2.1.1 and, where applicable, paragraph 2.2.1 of Schedule 18 (Payments on Termination);
"Terms and Conditions of Issue"	means the terms and conditions of issue of either or both BR Privilege Facilities and TTL Staff Travel Facilities (as the context requires) and shall include any variations issued by TTL or ATOC from time to time;
"Test Data"	means Data used in or produced as a result of testing or trials, and which must be readily distinguishable from Data used in or produced as a result of live operations;
"TfL"	means Transport for London;
"TfL Pathway"	has the meaning set out in paragraph 3.1.2 of Schedule 10.2 (Programme and Project Lifecycle);
"TfL Pension Fund"	means: <ul style="list-style-type: none"> a. the TfL Pension Fund established by an interim trust deed dated 26 November 1986 between London Regional Transport and Barry Gordon Dale, Phillip Dennis Marsden and Ian Eric King and which is presently governed by a Deed of Variation adopting a Consolidated Trust Deed and Rules dated 19 December 2008 (as amended); and b. any successor to the TfL Pension Fund which may be established in the future;
"TfL's Actuary"	means such actuary as may be nominated by notice from TfL to the Contractor;
"Third Party"	means any person or entity which is not a Party to this Contract, including without limitation any government body other than TTL;
"Third Party Agreements"	means one of the agreements listed in Schedule 7.6 (Third Party Agreements);
"Third Party Claims"	means claims from Third Parties which may lead to claims under the indemnities in Schedule 20 (Part A: TUPE and Employees);

"Third Party IPR"	means any Software, code for interfaces, databases or Hardware or any other IPR which are included in the IRC System, and Changes thereto, used by or on behalf of the Contractor, any Sub-Contractor or any member of the Contractor Group in connection with the Services or this Contract and in respect of which in each case the Intellectual Property Rights are owned by one or more Third Parties excluding any Sub-Contractor or any member of the Contractor Group, but in any event excludes Proprietary Tools and any bespoke development, modification or enhancement to such Software, Hardware or IPR products by that Third Party or by the Contractor, any member of the Contractor Group or any Sub-Contractor;
"Third Party Ticket Vending Machines"	means ticket vending machines that have been built by a Third Party and which have Prestige Card capabilities, enabled by Pearl and Pearl 2 Modules that are defined in Schedule 5.2 (Validation and Access Control);
"Threshold Profit"	has the meaning set out in paragraph 4.1.3(j) of Schedule 12.2 (Value for Money);
"TIC Service Day"	has the meaning set out in paragraph 2.1.4 of Schedule 4.3 (LU Services);
"Ticket Hall"	means the area of a Station where Customers can access the Retail Devices;
"Ticket Hall Station Control Unit" or "Ticket Hall SCU" or "THSCU"	has the meaning set out in section 3.3.4 of Schedule 5.4 (Control Systems and Networks);
"Ticket Handler Unit" or "THU"	means a Component within POMs that is responsible for printing and encoding Magnetic Tickets;
"Ticket Machine"	means a machine that vends Travel Products to Customers;
"Ticket Office"	means the secure area within a Station from which Travel Products are sold to Customers;
"Ticket Office Back Office"	has the meaning set out in section 2 of Schedule 6.1 (Back Office Overview);
"Ticket Office Customer Service Window" or "Ticket Window"	means a window in the Ticket Office where a Customer may speak to a member of Operator Personnel in order to address any problems that the Customer may have and which is typically situated near a Gateline;
"Ticket Office Database" or "TODB"	has the meaning set out in paragraph 3.2.2 of Schedule 6.4 (Prestige Back Office System);
"Ticket Office Machine" or "TOM"	has the meaning set out in section 3.2.2 of Schedule 5.3 (Retail);

"Ticket Office Nominated Site"	means the LU Sites nominated to deliver the Services as set out in Appendix 1 to Schedule 4.3 (LU Services);
"Ticket Office Operator Shift Account"	means the reconciled accounting document prepared by Operator Personnel for each shift at each Ticket Office;
"Ticket Office Retail Device"	has the meaning set out in section 2.2 of Schedule 5.3 (Retail);
"Ticket Office Station Control Unit" or "Ticket Office SCU"	has the meaning set out in section 3.3.3 of Schedule 5.4 (Control Systems and Networks);
"Ticket Seller Daily Accounts" or "TSDA"	means a report produced by each Station Account Facility that records the details for each Operator Personnel where there has been any cash transfer identified by the SAF to or from that member of staff;
"Time Band"	means a configurable, contiguous time period within a day. This is used to support Business Rules that apply fares dependent on the time of day and is specified in Base Data;
"Timestamp"	means an automatic data attribute created by the System to record the date and time of an event;
"TOC DGC"	means the data gathering centre used by Train Operating Companies;
"TOC ELAN"	has the meaning set out in paragraph 3.3.2(b) of Schedule 12.1 (Charges and the Financial Model);
"TOC ITSO Action List"	means an ITSO Action List provided by a TOC and that must be combined with the existing ITSO Action List managed by the TTL ITSO HOPS before forwarding to ISAMs in Card Readers;
"TOC ITSO Hotlist"	means an ITSO Hotlist provided by a TOC and that must be combined with the existing ITSO Hotlist managed by the TTL ITSO HOPS before forwarding to ISAMs in Card Readers;
"TOC Magnetic Ticketing Base Data"	means the Base Data required by gatelines at TOC Stations in order to correctly process Magnetic Tickets;
"TOC PC SCU"	has the meaning set out in Section 3.3.5 of this Schedule 5.4 (Control Systems & Networks);
"Token"	means a valid permit to travel including Travel Products, Staff Passes, Eligible Employee Staff Passes and/or a permit to access the paid area of the Transport Network;
"Tokenisation"	means the process by which a PAN is replaced with a CO Token and "Tokenised" shall be construed accordingly;

"Tokenised Tap Files"	means files containing Tap Transactions where the Primary Account Number (PAN) has been replaced with a CO Token;
"Total Annual Charges"	has the meaning set out in paragraph 4.1.3(a) of Schedule 12.2 (Value for Money);
"Total Annual Costs"	has the meaning set out in paragraph 4.1.3(a) of Schedule 12.2 (Value for Money);
"Total Profit"	has the meaning set out in paragraph 4.1.3(c) of Schedule 12.2 (Value for Money);
"Traffic Day"	means the period between the start of operations for the first Passenger service on the Transport Network on any day and the end of operations for the last Passenger service on the Transport Network on the following day but prior to the first Passenger service on the next day;
"Traffic Day Apportionment File"	means the calculation of all journey charges where travel has taken place between a LU Service and a Rail Service and is to be apportioned between TTL and RSP;
"Train Operating Company" or "TOC"	means any operator who operates passenger trains over the UK rail network;
"Train the Trainer"	has the meaning set out in paragraph 2.1.2 of Schedule 8.6 (Training);
"Trainer"	has the meaning set out in paragraph 2.1.2 of Schedule 8.6 (Training);
"Training Log"	means the Document set out in paragraph 4.3 of Schedule 8.6 (Training);
"Training Plan"	means the plan developed in accordance with paragraph 4.1.1 of Schedule 8.6 (Training);
"Training Programme"	means the Document set out in paragraph 4.2 of Schedule 8.6 (Training);
"Tram Link"	means the tram services operated by or on behalf of the TTL Group and includes that part of the TTL Group responsible for providing such tram services;
"Transaction Batch File"	means the files which store multiple Transactions made up of Transaction Data and transmitted by Core Data Landing to Central Systems or the EMV DP2;
"Transaction Buffer"	means a data memory used to temporarily store Transaction Data while it is waiting to be communicated from one Device to another;
"Transaction Data"	means either a Payment Card Transaction Record (PCTR), or the Data captured when a Prestige Card or ITSO Card is tapped at a

	Card Reader or RID;
"Transaction Management Processor" or "TMP"	has the meaning set out in in section 3.1.5 of Schedule 6.5 (Data Landing System);
"Transaction Model"	means the model which defines the CPC card types and subtypes, and the parameters and rules agreed with each Merchant Acquirer as currently described in document Transaction Model Implementation, V1.3, 23/10/12;
"Transaction Performance Data"	means the length of time it takes to process a transaction, from the point in time that a Card has been identified within the Card Reader Field to either the time that all operations have been completed on the Card or the Card Reader validation processing has been completed, whichever is the longer;
"Transfer Criteria"	means a set of criteria defined in Base Data that identifies Constructed Journeys that are eligible for a Transfer Discount if they transfer from one defined service or mode of transport to another within a configurable period of time;
"Transfer Discount"	means a discount percentage or fixed fare discount applied to a Chargeable Fare in accordance with Business Rules;
"Transferring Employees"	has the meaning ascribed to it in paragraph 1.2.1 of Schedule 20 (Part A: TUPE and Employees);
"Transit Modes"	means the different type of transportation taken for which a Travel Product may be valid including, but not limited to: bus, tram, river, underground, overground, DLR, TOC and Emirates Air Line;
"Transparency Commitment"	means the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which TTL is committed to publishing its contracts, tender documents and data from invoices received;
"Transport Controller"	means an electronic PCB assembly used by a Bulk Enablement Unit to control the card transport mechanism;
"Transport Network"	means the network of passenger transport services operated by or on behalf of the TTL Group and the TOCs and which allow Customers to board or alight at a TTL Site;
"Transport Operator Sites"	means a Site operated by a passenger transport operator other than TTL;
"Transportation Sack"	means the bag in which cash is transported to and from Stations;
"Travel Information Centre Group" or "TIC Group"	has the meaning set out in paragraph 1.2.3(j) of Schedule 4.3 (LU Services);

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"Travel Information Centre" or "TIC "	means a centre that offers face-to-face travel retail and information services to Customers and which is managed by, or on behalf of, TTL;
"Travel Product"	means a product permitting Customers to travel on the Transport Network which may have a specified start date, specified route or specified mode of transport;
"Trigger Event"	has the meaning set out in paragraph 2.1.1 of Schedule 12.4 (Contract Management);
"Trouble Ticketing System"	means a system used to log Service Tickets, deploy engineers and manage the repair of Devices;
"TSC"	means the contract dated 13 August 1998 entered into by TTL (as successor or assignee to London Regional Transport) with Transaction Systems Limited for the Procurement and Supply of Ticketing Services;
"TTL"	means Transport Trading Limited, a company incorporated in England and Wales with company number 03914810, and whose registered office is Windsor House, 42-50 Victoria Street, London SW1H 0TL, United Kingdom;
"TTL Assurance Audit Programme"	means the programme of audits which TTL proposes to undertake as part of the Assurance process;
"TTL Authorised User"	means a member of Operator Personnel who has been given the appropriate authority by TTL to access the Prestige Back Office Modules for the purpose of Data extraction and reporting;
"TTL Background IPR"	means the Intellectual Property Rights owned by or on behalf of one or more members of the TTL Group that: <ul style="list-style-type: none"> (a) are in existence at the Service Commencement Date; or (b) TTL or a member of the TTL Group obtains ownership of, separate and apart from performance of the Services under this Contract, and in both cases, including TTL Corporate IPR and changes to TTL Background IPR created by or on behalf of one or more members of the TTL Group (other than by the Contractor or a Sub-Contractor) in connection with the Services and/or the IRC System;
"TTL Change Advisory Board"	means TTL's committee that reviews Change Requests according to paragraph 2.7.2 of Schedule 10.1 (Change Management);
"TTL Change Manager"	means the individual nominated by TTL as being responsible for the change management process for the TTL System Portfolio;
"TTL Confidential Information"	means information and Data relating to the System, the Services or the business or affairs of TTL and/or its employees which is divulged to, or obtained by, prepared by or created by or for the Contractor and/or one or more Guarantors and/or Contractor's Affiliates during the bid process, negotiation of this Contract and/or provision of the

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	<p>Services and which:</p> <p>(a) is in written form and marked as proprietary and confidential;</p> <p>(b) is by its very nature confidential; and/or</p> <p>(c) may otherwise reasonably be regarded as confidential;</p>
"TTL Contract Management Team"	means the TTL Personnel responsible for the day to day management of the Contract;
"TTL Contract Manager" or "TCM"	means the person appointed to the post of TTL Contract Manager pursuant to Clause 53 (Contract Management) and each subsequent appointee;
"TTL Corporate IPR"	<p>means any Intellectual Property Rights subsisting in:</p> <p>(a) the roundel;</p> <p>(b) the line map;</p> <p>(c) the New Johnston typeface; and</p> <p>(d) the Oyster Trade Marks,</p> <p>in each case as such IPR may be updated by TTL from time to time, and any other registered or unregistered trade mark or service mark, trade name, logo or get-up of the TTL Group from time to time;</p>
"TTL Data Warehouse"	means TTL's data warehouse for generating and retaining management information, reports and statistics;
"TTL Definitive Media Library" or "TTL DML"	has the meaning set out in paragraph 3.2.4 of Schedule 10.1 (Change Management);
"TTL Depository"	means a secure storage facility for all Depositable IPR which utilises formalised processes for making deposits and accessing stored content as operated by TTL or any TTL nominee from time to time;
"TTL Director of Customer Experience"	means the individual appointed by TTL to the position of Director of Customer Experience or such other equivalent senior role as TTL may notify in writing from time to time;
"TTL ELAN"	has the meaning set out in paragraph 3.3.2(a) of Schedule 12.1 (Charges and the Financial Model);
"TTL Entity"	has the meaning ascribed to it in paragraph 1.3.1 of Schedule 20 (Part A: TUPE and Employees);
"TTL Fare"	means all fares excluding TOC fares;
"TTL Financial Year"	means the thirteen (13) Periods ending on 31 March each calendar year;
"TTL Group"	<p>means TTL;</p> <p>(a) each Holding Company from time to time of TTL, including Transport for London, and each Subsidiary from time to time of</p>

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	<p>such Holding Companies; and</p> <p>(b) each firm, incorporated association, corporation, association, partnership, or joint venture (in each case of each of the foregoing whether or not having a separate legal personality or limited or unlimited liability status and whether resident, headquartered or carrying on business in the UK or elsewhere) that is an Associated Undertaking of TTL or any Subsidiary or Holding Company referred to in (a) immediately above;</p>
"TTL Investment Fund"	has the meaning as set out in paragraph 3.2.5 of Schedule 8.2 (Asset Management & Maintenance).
"TTL ITSO HOPS"	has the meaning set out in section 3.1.2 of Schedule 6.3 (ITSO System);
"TTL Licensed IPR"	<p>means the Intellectual Property Rights Controlled (but not owned) by or on behalf of one or more members of the TTL Group that:</p> <p>(a) are in existence at the Service Commencement Date; or</p> <p>(b) TTL or a member of the TTL Group obtains Control (but not ownership) of, separate and apart from performance of the Services under this Contract,</p> <p>and in both cases, including changes to TTL Licensed IPR Controlled (but not owned) by or on behalf of one or more members of the TTL Group created in connection with the Services and/or the IRC System. For the avoidance of doubt, TTL Licensed IPR shall exclude TTL Background IPR and TTL Corporate IPR;</p>
"TTL Modules"	means the Payment and Risk Engine (PaRE) Module and Fares and Aggregation Engine (FAE) Module as set out in Schedule 6.2 (FTP Back Office System);
"TTL Module Infrastructure Services"	means the Services relating to infrastructure comprising the PaRE Production Environment and the FAE Production Environment as set out in Appendix 5 to Schedule 12.1 (Charges and the Financial Model);
"TTL Objectives"	has the meaning set out in Clause 3 (Objectives);
"TTL Organisational Plan"	means the plan prepared in accordance with paragraph 2.1 of Schedule 8.1 (Organisation & Governance);
"TTL Personnel"	means all Personnel employed or engaged by TTL;
"TTL Programme Manager"	has the meaning set out in paragraph 2.1.13 of Schedule 10.2 (Programme and Project Lifecycle);
"TTL Project Manager"	has the meaning set out in paragraph 2.1.10 of Schedule 10.2 (Programme and Project Lifecycle);
"TTL Proposed Variation"	means a Variation issued by TTL where the preparation and agreement of the Contractor Proposal occurs prior to the implementation of the Variation;

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"TTL Proposed Variation Notice"	has the meaning set out in paragraph 3.3.1 of Schedule 12.3 (Contract Variation Procedure);
"TTL Release"	means a collection of related Configuration Items defined by the TTL Release Manager, grouped for a particular business purpose such as a Project;
"TTL Release Calendar"	has the meaning set out in paragraph 4.2.5 of Schedule 10.1 (Change Management);
"TTL Release Manager"	means the individual nominated by TTL to schedule and manage TTL Releases on behalf of TTL according to the processes set out in paragraph 4.2 of Schedule 10.1 (Change Management);
"TTL Required Variation"	means a Variation issued by TTL where the Contractor is required to proceed with the implementation of the Variation in parallel to the preparation and agreement of a Contractor's Proposal;
"TTL Required Variation Notice"	has the meaning set out in paragraph 3.3.1 of Schedule 12.3 (Contract Variation Procedure);
"TTL Risk Contingency"	has the meaning set out in paragraph 6.3.5 of Schedule 12.3 (Contract Variation Procedure);
"TTL Service Delivery Manager"	means the relevant manager within TTL Service Operations nominated by TTL from time to time;
"TTL Service Operations"	means the TTL body performing the functions (or substantially similar functions) as set out in paragraph 1.2.2 of Schedule 4.1 (Service Delivery);
"TTL Service Operations Manager"	means the individual nominated by TTL as being responsible for TTL Service Operations;
"TTL Sites"	means any premises not owned or operated by the Contractor, its Sub-Contractors or other Third Parties on their behalf which contains a part or parts of the System (including Transport Operator Sites);
"TTL Staff Travel Facilities"	means discretionary facilities primarily on rail and/or bus services operated or procured by TTL and provided to Eligible Employees, their eligible spouses, civil partners, dependants and children subject to TTL's terms and conditions of issue as varied from time to time;
"TTL System Portfolio"	has the meaning set out in paragraph 1.1.1 of Schedule 9.1 (Technical Authority);
"TTL Unpaid Ticket Area"	means the area of a Station that is accessible to Customers without valid Travel Products;
"TTL Variation Notice"	has the meaning set out in paragraph 3.3.1 of Schedule 12.3 (Contract Variation Procedure);
"TTL WAN"	means the TTL Wide Area Network;

"TTL's Bank"	means the banking institution as TTL may from time to time notify the Contractor of by giving not less than twenty-one (21) days' prior written notice of the details thereof;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006, SI No. 246 (as amended or replaced from time to time).
"Two-Presentation Interface"	means a Card Reader function that only permits certain operations to be performed on a Card when a Card is presented for a second time;
"Unacceptable DGC Performance Threshold"	has the meaning set out in paragraph 2.2.5 of Schedule 4.6 (FTP Back Office Services);
"Unacceptable Performance Threshold"	has the meaning set out in paragraph 2.1.8 of Schedule 4.2 (Surface Transport Services);
"Unbalanced Account"	means the scenario in which the Data sent from Front Office Modules does not match the expected totals according to the ESAF;
"Underground Group"	has the meaning set out in paragraph 1.2.3(f) of Schedule 4.3 (LU Services);
"Underground Line Group"	has the meaning set out in paragraph 1.2.3(g) of Schedule 4.3 (LU Services);
"Unfinished Entry"	means a situation where a Card is used to validate travel at a Station either: <ul style="list-style-type: none"> a. at a Gate configured in Entry Mode, and where there was no exit validation recorded for an immediately preceding entry validation; b. at a Validator, where the Maximum Journey Time to that Station has been exceeded and the immediately preceding transaction was considered an entry validation; or c. no Service Disruption applies;
"Uninterrupted Power Supply" or "UPS"	means an electrical apparatus that provides emergency power when the input power source, typically mains power fails;
"Universal Validator Card Reader"	has the meaning set out in section 3.1.5(A.2) of Schedule 5.2 (Validation and Access Control);
"Universal Validator" or "UVs", also known as "Football Validator"	has the meaning set out in section 3.3.4 of Schedule 5.2 (Validation and Access Control);

"Unrecovered Costs"	has the meaning set out in paragraph 2.1.1(a)(i) of Schedule 18 (Payments on Termination);
"Unstarted Exit"	means a Customer validating their travel on exiting the Transport Network having not previously recorded their entry (within a Maximum Journey Time);
"Update Exception Report"	means a report generated by the CMDB when an erroneous update has been identified that is not compatible with and/or contradicts changes made in previous updates to a Configuration Item;
"User Interface" or "UI"	means the method by which users interact with a machine that may include Hardware and Software components;
"Validation Device"	has the meaning set out in paragraph 1.2.1(a) of Schedule 4.3 (LU Services) or paragraph 1.2.1 of Schedule 4.4 (Rail Services) as applicable;
"Validation Trigger Level"	means the minimum number of Validation Devices with Service Affecting Faults within the relevant Validation Zone that will represent a Primary Event as set out in the Schedule of Sites and Zones;
"Validation Zone"	has the meaning set out in paragraph 1.2.3(c) of Schedule 4.3 (LU Services) or paragraph 1.2.2(b) of Schedule 4.4 (Rail Services) as applicable (as the context requires);
"Validator"	has the meaning set out in section 2.3 of Schedule 5.2 (Validation and Access Control);
"Value for Money" or "VfM"	has the meaning set out in paragraph 1.1.2 of Schedule 12.2 (Value for Money);
"Value of Work Done" or "VOWD"	means, at any specified date, the proportion of the Charges which would be due and payable to the Contractor at that date assuming the Contractor continues to perform its obligations under the Contract;
"Van"	means a vehicle with a MAM not exceeding three thousand five hundred (3,500) kilograms including a van, a car-derived van or other vehicle designed for carrying freight (excluding passenger cars, motorcycles, mopeds and bicycles);
"Vandalism Repair Cost"	has the meaning set out in paragraph 3.8.1 of Schedule 12.1 (Charges and the Financial Model);
"Vandalism Threshold"	means the cost of rectifying any individual incident of vandalism above which the Contractor may recover the cost of such repairs from TTL as set out in paragraph 3.8.4 of Schedule 12.1 (Charges and the Financial Model);
"Variation "	means any variation to the System and/or the Services or their performance, including additions, omissions, substitutions, alterations, changes in quality, form, character, kind, position, dimension, level or line and changes in any sequence, method,

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	manner or timing, pursuant to Schedule 12.3 (Contract Variation Procedure) and Varied shall be construed accordingly;
"Variation Group"	has the meaning set out in paragraph 3.1.7 of Schedule 12.2 (Value for Money);
"Variation Manager"	has the meaning set out in paragraph 1.2.1 of Schedule 12.3 (Contract Variation Procedure);
"Variation Performance Report"	has the meaning set out in paragraph 8.1.1 of Schedule 12.3 (Contract Variation Procedure);
"Variation Pricing"	has the meaning set out in paragraph 3.4.6(i) of Schedule 12.3 (Contract Variation Procedure);
"Variation Procedure"	means the procedure for implementing a Variation as set out in Schedule 12.3 (Contract Variation Procedure);
"VAT"	means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature;
"Vending Device Provider"	has the meaning set out in paragraph 3.1.3 of Schedule 4.5 (Support Services);
"VfM Initiative"	has the meaning set out in paragraph 7.1.1 of Schedule 12.2 (Value for Money);
"Virus"	means any device, program or piece of code, other than a bug or error, which may impair or otherwise adversely affect the operation of any computer, prevent or hinder access to any program or data, impair the operation of any program or the reliability of any data (whether by re-arranging within the computer or any storage medium or device, or altering or erasing, the program or data in whole or part or otherwise), including worms, trojan horses, computer viruses and other similar things;
"Visitor Card"	means a Prestige Card intended for visitors to London and which does not contain a refundable deposit;
"Vulnerability Scanning"	means the automated process of proactively identifying security vulnerabilities of computing systems in a network in order to determine if and where a system can be exploited and/or threatened;
"WAN"	means Wide Area Network;
"Waybill"	means the end of day statement of bus transactions;
"WEE Equipment"	means any equipment which falls within the scope of the WEEE Regulations;
"WEEE Regulations"	means the Waste Electrical and Electronic Equipment Regulations 2006 (as amended, updated or superseded from time to time);
"Weekly Summary"	means a report produced by each Station Account Facility that

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of Accounts" or "WSA"	records the details of the Weekly Summary of Accounts and which holds summary data and detailed records for each Operator Personnel daily accounts and all detail for POM daily accounts and money movements between staff and POMs;
"White Box IPR"	means a class of Intellectual Property Rights that describes a particular implementation of a Module and as further described in Appendix 1 of Schedule 14 (IPR Management and Licences);
"Wide Aisle Gate" or "WAG"	has the meaning set out in section 3.2.6 of Schedule 5.2 (Validation and Access Control);
"Withdrawal Notice"	has the meaning set out in paragraph 3.7.3(b) of Schedule 12.3 (Contract Variation Procedure);
"xPERT"	has the meaning set out in section 3.4.2 of Schedule 5.3 (Retail);
"xPERT Engineer"	means a member of Operator Personnel who can sign on to and perform specific functions on the xPERT;
"xPERT Pearl"	has the meaning set out in section 3.1.6(A.1) of Schedule 5.2 (Validation and Access Control);
"xPERT/Pearl Data Gathering Centre" or "xPERT/Pearl DGC"	has the meaning set out in section 3.1.7 of Schedule 6.5 (Data Landing System);
"Zone"	means areas of the Transport Network used to calculate the Journey Fare;