

SCHEDULE 32

Revenue Collection and Payment

1. Scope

1.1 This Schedule 32 sets out:

- (A) how the Service Provider shall collect Revenue and transfer it to accounts belonging to TfL and/or the relevant member of TfL Group (the “**Collection Accounts**”);
- (B) the nature of the Revenue receipts;
- (C) the bank accounts to be used for the Revenue receipts;
- (D) the rights of the Service Provider and TfL in respect of the Collection Accounts; and
- (E) the controls and reconciliations that the Service Provider shall perform to ensure the receipt by TfL of all Revenue due.

1.2 Payments of Invoices have been excluded from this Schedule. This is described in Schedule 7 (*Charging and Operational Pricing*).

1.3 Any income incurred by Customers shall be recorded and reported by the Service Provider to TfL by income stream.

2. Nature of Revenue Receipts

2.1 Cash receipts shall be generated from payments made by Customers, as a result of successful Revenue collection by the Service Provider.

3. Payment Type

3.1 The Service Provider will accept payment from Customers via the following payment methods:

- (A) debit cards;
- (B) credit cards;
- (C) direct debit;
- (D) cheque;
- (E) cash; and
- (F) postal orders.

4. Collection Accounts

4.1 The Service Provider shall place all Revenue in the relevant Collection Account (as determined in accordance with paragraph 4.3(B)) at the earliest possible

opportunity, by whichever mechanism is the most efficient and secure and always in accordance with Good Industry Practice.

4.2 The Service Provider shall:

- (A) ensure that all Revenue that has been collected is transferred into the relevant Collection Account(s):
 - (1) where practicable, on the same Working Day as such revenue is collected; or
 - (2) in any event, no later than 12:00 hours (midday) on the first Working Day following the day on which the Service Provider collected such revenue.
- (B) not pay any Revenue into any bank account which is not a Collection Account without the prior written approval of TfL.

4.3 TfL may from time to time:

- (A) establish as many Collection Accounts as it requires and TfL shall provide the Service Provider with at least fifteen (15) Working Days' prior written notice of the details of any new Collection Accounts before the Service Provider may be required to use such new Collection Account(s); and
- (B) instruct the Service Provider on the type of income stream and or Revenue or receipt to pay into each Collection Account by giving the Service Provider no less than fifteen (15) Working Days' prior written notice.

4.4 At all times, all rights attached to Collection Accounts shall be reserved to TfL or the relevant member of TfL Group and the Service Provider shall do nothing to challenge or otherwise undermine TfL's ownership of such Collection Accounts or the funds therein.

4.5 The Service Provider shall:

- (A) account to TfL for all:
 - (1) Revenue collected by the Service Provider; and
 - (2) monies otherwise owed by the Service Provider to TfL.
- (B) not exercise any right of set-off, counter-claim, withholding or deduction in respect of such monies under this Agreement or any other commercial arrangement with TfL. No waiver shall be permitted.

4.6 The Service Provider shall take the steps set out in the Fraud Reduction Plan to ensure that no monies are transferred to and/or taken from a Collection Account as a result of fraud, theft or loss, whether caused by a member of either:

- (A) the Service Provider Personnel; or
- (B) any Third Party.

4.7 The Service Provider may accept cheques from Customers only in accordance with the relevant processes and procedures required to be put in place under the terms of this Agreement. The Service Provider shall ensure that Customers make cheques or bankers' drafts payable to one of the payee names from the list of acceptable payee names provided by TfL from time to time. Cheques may not necessarily be made out to "Transport for London" and may include names such as "Congestion Charging" and "London Congestion Charging" amongst others.

4.8 The Service Provider shall:

- (A) provide receipts or statements to Customers on request for all payments in accordance with the Statement of Requirements;
- (B) record cash and cheques upon receipt from Customers and hold the same securely (in a safe) prior to banking them in a Collection Account;
- (C) arrange insurance cover for income received and held by the Service Provider prior to the same being banked in a Collection Account; and
- (D) bear any loss or theft of Revenue that occurs prior to it being banked in a Collection Account, and shall reimburse TfL for any such loss.

5. **Control and Reconciliation**

5.1 **Details of Remittances**

(A) The Service Provider shall:

- (1) update its accounting records each calendar day before midnight, in respect of each Collection Account, with details of:
 - (a) all Remittances (for that day);
 - (b) the relevant income stream for each such Remittance (for example, Charge Payment, Administration Charge); and
 - (c) the type of payment made by the Customer for each such Remittance e.g. credit/debit card; and
- (2) provide a summary of the information required under paragraph 5.1(A) (1) above, containing such detail as TfL may reasonably require before 12:00 hours on the next Working Day.

(B) Within one (1) Working Day after the end of each Period, the Service Provider shall provide a reconciliation report for each Collection Account setting out:

- (1) all amounts due to TfL or the relevant member of TfL Group at the start of that Period;
- (2) all Revenue (both amounts received and amounts due) by income stream during that Period;
- (3) all Remittances made to TfL or the relevant member of TfL Group during that Period;

- (4) all amounts that remain due to TfL or the relevant member of TfL Group at the end of that Period;
 - (5) all outstanding Debtors at the end of that Period in sufficient detail to enable:
 - (a) auditors of the TfL Group to fulfil their statutory duties in relation thereto; and
 - (b) TfL or the relevant member of the TfL Group to make an informed judgement as to whether to write off the debt;
 - (6) all reimbursed and refunded amounts and reversed payments and the reasons for doing so in each case;
 - (7) all amounts held in any Suspense Account, including:
 - (a) how long each such sums have been held in such account; and
 - (b) the reasons why such sums remain in such Suspense Account;
 - (8) all monies received on a daily basis through that Period, broken down in accordance with paragraph 5.1(A)(1) above; and
 - (9) the amounts of any overpayments received in that Period.
- (C) Within one (1) Working Day of the Period end, the Service Provider shall provide to TfL an aged debt analysis which shall include but not be limited to all outstanding Debtors and the Customer Account number for each such debtor.
- (D) The Service Provider shall ensure that any partial payments and promissory notes, as identified in the reconciliation at the end of each Period, are supported by a statement setting out for each of the corresponding receipts:
- (1) the date of the transaction;
 - (2) the relevant amount;
 - (3) the name and appropriate details of the Customer; and
 - (4) Vehicle Registration Marks to which (1)-(3) above relate
- (E) The Service Provider shall:
- (1) identify, resolve, and clear all amounts held in any Suspense Accounts within four (4) weeks of such amount(s) being credited to that Suspense Account; and
 - (2) ensure that amounts held in any Suspense Account (as identified in the reconciliation at the end of each Period), are supported by a statement setting out for each of the corresponding receipts:
 - (a) the date of the transaction;

- (b) the relevant amount;
- (c) any available details relating to the receipt; and
- (d) the actions being taken by the Service Provider to reconcile the relevant outstanding amount.

General Obligations

5.2 The Service Provider shall:

- (A) maintain, in relation to each transaction, accounting records for and on behalf of TfL and/or each relevant member of TfL Group to a standard that complies with the requirements of sections 386 to 389 of the Companies Act 2006;
- (B) provide to TfL and/or each relevant member of TfL Group, by 18:00 hours on each Working Day, a reconciliation of the monies paid into the Collection Accounts as against the daily receipts of Revenue by the Service Provider;
- (C) make available in printable and electronically transferable form copies of all reconciliations as detailed in paragraphs 5.1 and 5.2. The electronically transferable copy shall be in a format specified by TfL and shall comply with the requirements of TfL and/or the relevant member of TfL Group in all respects; and
- (D) in respect of any Remittance as required by this paragraph 5, provide all missing information to TfL and each relevant member of TfL Group within five (5) Working Days of receipt of the relevant sum.

5.3 Two (2) Working Days following the end of the TfL's Financial Year, the Service Provider shall provide to TfL and/or each relevant member of TfL Group a financial report providing cumulative details for the Financial Year of the information required under paragraphs 5.1 and 5.2 above.

5.4 The Service Provider shall deal with overpayments as TfL may direct from time to time.

5.5 The Service Provider shall ensure that there is consistency between all reports provided to TfL and any relevant member of the TfL Group, including reconciling all period reports to the Period journal referred to in Annex A (*Financial Reports*) and resolving any variations prior to sending the reports to TfL or any relevant member of the TfL Group.

6. **Merchant Acquirer Agreements, Failed Payments and Merchant Acquirer Services**

Merchant Acquirer

6.1 The Service Provider acknowledges that the Merchant Acquirer accepts only the following card types:

- (A) VISA;
- (B) VISA debit / VISA credit;
- (C) MasterCard debit / MasterCard credit;
- (D) JCB; and
- (E) American Express.

6.2 When using the Merchant Acquirer, the Service Provider shall:

- (A) replace the Merchant Acquirer at the written request of TfL once during the Term, at no additional cost to TfL. Such change of Merchant Acquirer shall be requested and implemented in accordance with the Change Control Request Procedure. Should TfL or a member of TfL Group require the replacement of the Merchant Acquirer on more than one (1) occasion, any charges for doing so shall be determined in accordance with the Change Control Request Procedure; and
- (B) provide all documentation required by TfL or the relevant member of TfL Group in a timely manner in order for TfL to sign-off any required mandates, account set-ups and proposed contract exchanges with the Merchant Acquirer.

Failed payments

6.3 The Service Provider shall ensure that there are no failed payments and/or Chargebacks caused by:

- (A) the Service Provider or any member of the Service Provider Personnel;
- (B) any other person, to the extent that such failed payment or Chargeback could reasonably have been avoided if it were not for the default, negligence or recklessness of the Service Provider, Service Provider Personnel or Sub-Contractors; or
- (C) any other failure by the Service Provider or a member of the Service Provider Personnel to follow appropriate procedures in respect of the collection, authorisation and/or transfer of payments.

6.4 The Service Provider shall provide to TfL weekly reports detailing failed payments and the reason(s) why they failed.

Merchant Acquirer Services

6.5 The Service Provider shall:

- (A) perform the security checks:
 - (1) in accordance with the Statement of Requirements;
 - (2) in accordance with the Account Updater Service;

- (3) as applicable to the relevant transaction, including:
 - (a) seeking successful payment authorisation from the Merchant Acquirer in respect of the payments;
 - (b) conducting security checks, including but not limited to:
 - (i) cardholder address verification;
 - (ii) card security code verification CVV & CVV2 or equivalent that checks the additional numbers located on debit and credit cards;
 - (iii) 3D secure check (known as 'Verified' by Visa and 'SecureCode' by MasterCard) for web; and
 - (iv) "Internet Secure Check" (known as 'Verified' by Visa and 'SecureCode' by MasterCard and 'Safekey' by Amex or any equivalent per card type) for web;
 - (c) employing robust fraud screening software with business-specific fraud rules for all credit card and debit card transactions undertaken by the Service Provider on TfL's Website or Contact Centre payment solution, prior to any payment being accepted; and
 - (d) Velocity Checking to detect whether the same debit or credit card is being used for multiple transactions.

6.6 In relation to the operation of the TfL Merchant Acquirer Agreement, if applicable, the Service Provider shall:

- (A) act as a named sub-contractor of the relevant member of TfL Group; and
- (B) have no rights or authority to alter any of the terms of the TfL Merchant Acquirer Agreement.

6.7 In the event that the interface or service provided by any Merchant Acquirer is unavailable for any period, the Service Provider shall follow:

- (A) the Merchant Acquirer's authorised manual procedure in the Finance Best Practice as set out in Annex 8 of Schedule 2: Statement of Requirements; and
- (B) all necessary security procedures in relation to a manual process to maintain security in accordance with the Security Plan.

6.8 The Service Provider shall ensure that the installation and Testing of Service Systems and Interfaces with the relevant Merchant Acquirer and Merchant Acquirer Service are successfully completed in accordance with the:

- (A) Project Plan; and
- (B) relevant Milestones and/or Milestone Dates.

7. **Currency**

7.1 All Revenue shall be paid to TfL or the relevant member of TfL Group in pounds sterling unless:

- (A) TfL specifies that Revenue shall also be in, or replaced by, Euros (€) and has given the Service Provider at least four (4) weeks' notice of this; or
- (B) the Service Provider is required by applicable Law to pay the Revenue in Euros (€).

8. **Financial Reporting**

Where TfL requires the Service Provider to provide reports in relation to this Schedule32, such reports shall, without limitation to any other reports and records required by TfL in accordance with this Agreement, be provided in accordance with the provisions of Annex A to this schedule. The Service Provider shall provide such reports in such format as agreed by the Parties during the Implementation Phase in accordance with the Implementation Plan.

The Service Provider shall ensure that reports are reviewed and authorised by someone separate from the preparer.

9. **Chart of Accounts**

The Service Provider shall adopt the TfL Chart of Accounts for all record keeping as referenced in Annex B.

10. **Period end dates**

Annex C lists TfL's Period end dates.

11. **Fraud Reduction Plan**

Annex D to this Schedule sets out the requirements for the Service Provider to develop and operate a fraud reduction plan to work with TfL to combat and reduce fraud.

ANNEX A: Financial Reports

The Service Provider shall supply TfL with a pro-forma of each of the following reports for Approval by TfL prior to each report being developed and presented to TfL:

Category	Report title and description:	Detail	Frequency	Output	Proforma
*FINO 2	Income & Expenditure Account Period analysis of income and expenditure recorded (per the income & expenditure account). Also required annually at Year-end.	<p>Detailed Income analysis by:</p> <ul style="list-style-type: none"> • Scheme; • Charge Payment type; and • payment method (where applicable); <p>Including:</p> <ul style="list-style-type: none"> • “income exception” (income not associated directly with charges and the reason why); and • deferred income; <p>Detailed Expenditure analysis by:</p> <ul style="list-style-type: none"> • expense type (bad debt charges, debt write-offs, Provisional Movements); • Scheme; and • Charge Payment Type; <p>Summary net income by:</p> <ul style="list-style-type: none"> • Scheme; and • Charge Payment type; <p>for Business Operations separately,</p> <p>presented as total and subtotals with descriptions for the relevant reporting period with the ability to drill down into the detailed underlying transactions;</p> <p>AND</p> <p>presented as totals and subtotals with relevant descriptions for the Financial Year to date</p>	Period end (WD1)	Value & Volume	
*FINO 3	Receipts & Payments Period analysis of receipts & payments	<p>Detailed payment and payment reversals analysis by:</p> <ul style="list-style-type: none"> • Scheme; • Charge Payment type; and • payment method, <p>presented as total and subtotals with descriptions and references for the reporting period with the</p>	Period end (WD1)	Value and Volumes	

* Financial Reports made available in MIS with drill down facility

Category	Report title and description:	Detail	Frequency	Output	Proforma
		<p>ability to drill down into the detailed underlying transactions,</p> <p>AND</p> <p>presented as totals and subtotals with relevant descriptions and references for the Financial Year to date</p>			
Ψ FINO 5	<p>Balance Sheet & Trial Balance</p> <p>Period end and Financial Year end trial balance to be provided to TfL.</p>	<p>Balance sheet and trial balance presented in line with the relevant reporting standards.</p>	<ul style="list-style-type: none"> • Period end (WD1) • Year end (2 days following Year end) 	Value	
Ψ FINO 6	<p>Bank Reconciliation</p> <p>A report that explains (at a point in time) any differences between the cash balances held in the general ledger & the closing balance of the Collection Accounts</p>	<p>Balances of:</p> <ul style="list-style-type: none"> • Collection Accounts bank statements; • outstanding receipts for the relevant reporting period; • outstanding receipts for prior periods; • general ledger accounting records; and • other reconciling items (see below), <p>detailed by</p> <ul style="list-style-type: none"> • Scheme; • Collection Account; and • Business Operations, clearly identified. <p>presented as totals and subtotals with relevant descriptions, references and supporting notes for each relevant reporting period</p> <p>Supporting Items:</p> <ul style="list-style-type: none"> • A report providing details of 'Other reconciling items', with description, details and date banked in order to support the items • an electronic copy of the daily bank statement for each account; • an action plan to clear items over 6 months; and • Provision of Bank Statement to be independently sent to TfL's Financial Service Centre. 	<ul style="list-style-type: none"> • Daily (9am) • Weekly (Mon 9am) • Period end(WD1) 	Value	

Ψ Financial Reports published in MIS one day after the Frequency Date

Category	Report title and description:	Detail	Frequency	Output	Proforma
^ψ FIN07	<p>Receipts Banked</p> <p>Daily, weekly, Period end, and Financial Year end reports analysing all receipts banked by type.</p>	<p>Full Detail of receipts banked by:</p> <ul style="list-style-type: none"> • Scheme; • Collection Account; and • Business Operations, clearly identified. <p>presented as total and subtotals with relevant descriptions and references for the relevant reporting period (daily, weekly, Period and Year end)</p> <p>AND</p> <p>presented as totals and subtotals with relevant descriptions and references for the Financial Year to date (for Period end and Financial Year end reports only)</p> <p>Supporting Items: Receipts described as type “Other” must be clearly defined in supporting documentation and, if required, itemised.</p>	<ul style="list-style-type: none"> • Daily (9am) • Weekly (Mon 9am) • Period end (WD1) • Year end (2 days following Year end) 	Value	
^ψ FIN08	<p>Reconciliation of Receipts to income & expenditure account</p> <p>Period report reconciling Receipts (per the Receipts Banked report) to net income in the income & expenditure account.</p>	<p>Balances of:</p> <ul style="list-style-type: none"> • total cash receipts (from receipts banked); • net income (from income & expenditure account); and • reconciling items (e.g. unpaid debts, bad debt provision), <p>presented as totals and subtotals with relevant descriptions and references.</p>	Period end (WD1)	Value	
*FIN09, *FIN10, *FIN_FLEET	<p>Aged Debtors including Bad Debt report</p> <p>Period listing of individual aged Debtors; and</p> <p>summary page with detail behind</p>	<p>Debtors presented:</p> <ul style="list-style-type: none"> • by debtor type, where the debtor type includes Customer account; and • age of debt, in pre-defined debt categories, <p>presented as total and subtotals with descriptions for the relevant reporting period and with the ability to drill down into the</p>	Period end (WD1)	Value and Volumes	

Category	Report title and description:	Detail	Frequency	Output	Proforma
		<p>detailed underlying transactions;</p> <p>AND</p> <p>a report using the above aged debt reports to:</p> <ul style="list-style-type: none"> calculate the bad debt provision using Parameterised provision percentages for each debt category; and accommodate changes to policy when reviewed quarterly; <p>AND</p> <ul style="list-style-type: none"> a debtor control reconciliation. 			
FIN11	NOT IN USE				
^ψ FIN1 2	Deferred Income	Analysis of deferred income by Charge Payment type and calculation for the movement last accounting period.	Period end (WD1)	Value	
^ψ FIN1 5	Unidentified Receipts	Analysis of any creditors and receipts received which are unallocated or unidentified	Period end (WD1)	Value	
FIN 17	NOT IN USE				
*FIN 18	Write Off analysis	Detailed analysis of Write-Offs by reason code.	Period end (WD1)	Value And Volume	
*FIN1 9	Payments and Write-Offs by Debt age	<p>Payments and Write-Offs individually summarised:</p> <ul style="list-style-type: none"> by Scheme; by payment method; and by age of debt (in days), <p>with the ability to drill down into the detailed underlying transactions.</p>	Period end (WD1)	Value and Volume	
*FIN2 0	Payments	<p>Failed payments summarised by:</p> <ul style="list-style-type: none"> total volume value of Collections each month; total volume / value of card payments each month; total Value / volume by card type; 	Period end (WD1)	Value and Volume	

Category	Report title and description:	Detail	Frequency	Output	Proforma
		<ul style="list-style-type: none"> o total Value / volume by payment channel. 			
*FIN2 1	Refunds	Detailed analysis of Refunds by reason code.	Period end (WD1)	Value And Volume	
Reconciliation Period Journal 011	TfL SAP compatible journal Other Charges	<p>All accounting journals for the Period end to be presented in a format compatible with uploading to TfL SAP FI/CO system</p> <p>Supporting Items</p> <ul style="list-style-type: none"> • Auditable detailed reports to support all journals 	Period end (WD1)	Value	
*FIN2 2	24 month Write-Off Report and Authorisation	<ul style="list-style-type: none"> • reconciliation of debtor transactions to be written off to the underlying operational event; • values agree to authorisation form and write off in the income statement; and <p>Supporting Items Completed authorisation form from the Service Provider.</p>	Period end (WD1)	Value And Volume	

1. The Service Provider shall complete the above reports in accordance with:

- (A) IFRS accounting standards and accounting policies; and
- (B) Good industry Practice.

2. The Service Provider shall comply with all changes in accounting standards which are applicable to the TfL Group. Examples of changes in accounting standards, include changes in:

- (A) applicable Laws;
- (B) financial reporting standards;
- (C) Chartered Institute of Public Finance and Accountancy (CIPFA) guidelines;
- (D) reporting requirements set out by the Greater London Authority, or any successor body; and
- (E) any other code of practice that is recognised by the Accounting Standards Board (“**ASB**”) as a statement of recommended practice.

Changes in TfL Group’s Accounting Policies

3. The Service Provider shall, at no cost to TfL, comply with any Changes in TfL Group's own internal accountancy policies, to the extent requested by TfL. Any such request by the TfL shall be made as a Mandatory Change request in accordance with the Change Control Request Procedure. For the avoidance of doubt, this paragraph 3 applies to any changes in TfL Group's own internal accountancy policies only.

ANNEX B: CHART OF ACCOUNTS



Chart of
Accounts.pdf

ANNEX C: PERIOD END DATES



Automated_Period_End_Calendar_to_2031

ANNEX D: FRAUD REDUCTION PLAN

1. Contents and Purpose

- 1.1 This Annex D sets out the requirements for the Service Provider to develop and operate a plan (the “**Fraud Reduction Plan**”) to work with TfL to prevent, detect and reduce fraud.
- 1.2 The documents arising from this Annex will provide assurance to TfL that the Service Provider has management processes and controls in place to prevent, detect, report, investigate and reduce fraud.

2. Documents to be submitted by the Contractor

- 2.1 The Service Provider shall prepare, submit and maintain a Fraud Reduction Plan in accordance with the provisions of this Annex D.

3. Detailed Provisions

- 3.1 The Service Provider acknowledges and agrees that one of the objectives of this Agreement is to reduce fraud across the Schemes. The Service Provider shall develop the Fraud Reduction Plan in consultation with TfL (taking into account any comments and requests from TfL in relation thereto).
- 3.2 TfL shall divulge such policies and procedures that exist from time to time to assist the Service Provider in planning the Fraud Reduction Plan and, where no policy or procedure is written down; TfL's Operations Manager shall meet with the Service Provider to assist it in developing the Fraud Reduction Plan.
- 3.3 The Fraud Reduction Plan shall include a statement setting out the Service Provider's own fraud reduction policy. This shall state the objectives and provide an overview of the Service Provider's strategy for achieving the stated fraud reduction objectives.
- 3.4 The Fraud Reduction Plan shall contain as a minimum:
 - (A) a list of significant fraud types to be tackled by the Service Provider;
 - (B) details of the Service Provider's methods of preventing fraud by fraud type;
 - (C) details of the Service Provider's methods of detecting suspect fraud;
 - (D) details of the Service Provider's methods of reporting suspected fraud to TfL;
 - (E) details of the organisation and resources to be employed by the Service Provider to implement the Fraud Reduction Plan;

- (F) an action plan for the next 12 months, detailing the fraud reduction activities planned and anticipated changes which may impact on fraud; and
 - (G) a description of fraud activities carried out during the past 12 months.
- 3.5 The Service Provider shall arrange the Fraud Reduction Plan by sub-system to reflect the different requirements and objectives of each sub-system.
- 3.6 TfL shall advise the Service Provider on the structure, format and content of the information, material and data that needs to be recorded in order for such to be used as expert witness data for prosecution purposes. The Service Provider shall include within the Fraud Reduction Plan such additional processes as are necessary to ensure the appropriate capture and recording of potential expert witness data.
- 3.7 The Service Provider shall review and update the Fraud Reduction Plan at least every six (6) months from the Operational Commencement Date.
- 3.8 The Service Provider shall work with TfL in developing new initiatives to reduce fraud and shall review and update the Fraud Reduction Plan to reflect the outcomes of those joint initiatives.
- 3.9 Where either TfL or the Service Provider proposes changes, such as a variation, which may have an impact on fraud levels, the Service Provider shall work with TfL to evaluate such proposed changes from a fraud perspective so that measures are agreed for appropriate preventative, detective and corrective controls.
- 4. Report and Meetings**
- 4.1 The Parties shall discuss and agree the mechanism for sharing information, data and trend analysis in order accurately to assess the success of the Service Provider's Fraud Reduction Plan.
- 4.2 The Service Provider shall report progress against the fraud reduction action plans within the regular performance reports.
- 5. Key Submission Dates**
- 5.1 The Service Provider shall review and update the Fraud Reduction Plan and shall submit an initial draft version of the Fraud Reduction Plan to TfL within thirty (30) days of the date of this Agreement. The Service Provider shall make any amendments suggested by TfL and issue a revised version of the Fraud Reduction Plan no less than two (2) months prior to the Planned Operational Commencement Date.