

**LONDON CYCLE HIRE SCHEME AGREEMENT**

**Schedule 2 – Common Statement of Requirement Lot 1**



# **London Cycle Hire Scheme**

## **Schedule 2**

### **Common Statement of Requirements**

#### **Lot 1**

## **1 INFORMATION COMPLIANCE**

### **1.1 General**

- 1.1.1 The Service Provider shall comply with all obligations in relation to:
- a) Data Protection Legislation; and
  - b) Freedom of Information Legislation,
- including those obligations set out in Schedule 15 (*Information Compliance*) and in accordance with Schedule 5 (*Service Level Agreement*).
- 1.1.2 The Service Provider shall ensure that Customer Records include a field to indicate whether the Customer wishes or does not wish to receive direct marketing from the Service Provider (in relation to the London Cycle Hire Scheme) or any member of the TfL Group.
- 1.1.3 The Service Provider shall provide the ability to send to Third Party/Parties nominated by TTL Personnel, on a Parameterised basis:
- a) Customer registration Data;
  - b) financial transaction Data;
  - c) marketing Data; and
  - d) research preferences Data,
- in a format to be agreed with TTL.
- 1.1.4 The Service Provider shall allow the Customer the opportunity to opt-out of receiving marketing information or participating in Customer satisfaction research prior to completing Registration.
- 1.1.5 The Service Provider shall ensure that Customers' direct marketing preferences can be updated as necessary to indicate any changes to their preferences following any direct marketing campaigns.
- 1.1.6 The Service Provider shall ensure all forms of Data (electronic and paper) clearly indicate (for example, by use of an asterisk) which Data items are mandatory and must be provided. All mandatory items must be agreed with TTL.
- 1.1.7 The Service Provider shall ensure that authorised Users are able to amend inaccurate Customer Data held on the Service Systems when it is identified. The checking process for the accuracy of such amendments shall be agreed with TTL.
- 1.1.8 The Service Provider shall design its Service Systems to prevent Users from inadvertently breaking Data Protection Legislation.
- 1.1.9 The Service Provider shall ensure that all Users are presented with the message "*misuse of the system is an offence under the Computer Misuse Act 1990 and Data Protection Act 1998*" upon sign-on to the relevant Service Systems.

1.1.10 The Service Provider shall ensure that all forms of Data (paper and electronic) used to collect Personal Data are written to comply with the Data Protection Act and associated Data Protection Legislation.

1.1.11 The Service Provider shall update the relevant forms of Data at no additional charge to TTL, upon request by TTL Personnel and as required to comply with the requirements of the Data Protection Legislation.

1.1.12 The Service Provider shall use a Data Protection Notice (for illustration, the notice in current use is included in Appendix 1: (*Information Compliance Processes*) supplied by TTL and to be updated by the Service Provider at no additional charge to TTL on request by TTL.

1.1.13 The Service Provider shall ensure it has adequate Service Provider Personnel resources in place to oversee and carry out its obligations under this Agreement in relation to Data Protection Legislation and FOI Legislation.

## **1.2 Freedom of Information Requests**

1.2.1 TTL will direct the Service Provider how to respond to the Information Request.

1.2.2 The Service Provider shall gather any relevant Data surrounding the Information Request in the required format (e.g. Data table, graphical representation, copy of Document etc).

1.2.3 The Service Provider shall implement a procedure (to be agreed with TTL) to deal with FOI requests where the Customer is unable to put their request in writing.

## **1.3 Complaints**

1.3.1 The Service Provider shall escalate, in the first instance, all Complaints relating to infringements of Data Protection Legislation, civil liberties, equality and human rights to authorised TTL Personnel.

1.3.2 The Service Provider shall escalate, in the first instance, all complaints of the nature referred to in paragraph 1.3.1 above against any Other Service Provider or Sub-Contractor to the authorised TTL Personnel.

## **1.4 Subject Access Requests**

1.4.1 The Service Provider shall ensure that the Service Systems are capable of supporting the retrieval and printing of copies of personal Information and all relevant Data associated with such records, to enable TTL to comply with its obligations under the Data Protection Laws regarding Subject Access Requests (“**SARs**”).

1.4.2 The Service Provider shall ensure that all relevant Service Systems shall be capable of logging and tracking SARs and processing payments associated with SARs.

## **2 FINANCE**

### **2.1 General**

2.1.1 The Service Provider shall provide the accounting Service System to:

- a) accurately record all financial transactions; and
- b) satisfy the requirements of Schedule 32 (*Revenue Collection and Payment*).

2.1.2 The Service Provider shall ensure that the accounting Service System contains an integrated general ledger account.

2.1.3 The Service Provider shall ensure that designated TTL Personnel have secure online read-only access to the accounting Service System.

2.1.4 The Service Provider shall ensure that all financial Data provided to TTL is in a TTL SAP-compatible format.

2.1.5 The Service Provider shall ensure all financial Data provided to TTL:

- a) adopts the accounting codes with the TTL nominal ledger to allow for easier reconciliation;
- b) identifies and corrects anomalies in the accounts;
- c) provides a breakdown of Revenue; and
- d) adopts the “journal upload templates” used by the relevant member of the TfL Group.

2.1.6 The Service Provider shall provide a direct Interface to the designated Merchant Acquirer in order to process debit card/credit card transactions received.

2.1.7 The Service Provider shall allow Customers to use a range of payment methods, with a minimum requirement of:

- a) debit card;
- b) credit card; and
- c) direct debit.

- 2.1.8 The Service Provider shall allow Customers to use debit card/credit cards in accordance with the terms set out in the relevant TfL Merchant Acquirer Agreement.
- 2.1.9 The Service Provider shall ensure that debit card/credit card transactions have been authorised prior to confirmation.
- 2.1.10 The Service Provider shall ensure that the accounting Service System can record separately from gross income any charges made by the Merchant Acquirer.
- 2.1.11 The Service Provider shall ensure Customers are advised to contact their card issuer / provider rather than TTL if an online payment is rejected.
- 2.1.12 The Service Provider shall provide suitable public information on the Services Website to advise Customers of any secure validation methods and what they must do to comply.
- 2.1.13 The Service Provider shall process all debit card/credit card Payments with the Merchant Acquirer Service according to the Business Rules and TTL approved processes.
- 2.1.14 The Service Provider shall comply with the terms and procedures of the TfL Merchant Acquirer Agreement.
- 2.1.15 The Service Provider shall retain the confirmation of receipt of the complete APACS file of authorisations for all transactions from the Merchant Acquirer.
- 2.1.16 The Service Provider shall use separate Merchant Acquirer ID numbers for each Payment channel.
- 2.1.17 The Service Provider shall comply with PCI DSS.

## **2.2 Standards**

- 2.2.1 The Service Provider shall ensure full compliance with:  
a) UK Generally Accepted Accounting Principles (UK GAAP); and  
b) International Accounting standards (IAS),  
as recognised and applied by TTL in recognition of all financial transactions.
- 2.2.2 The Service Provider shall prepare proper books and records of all individual financial transactions, LCHS Assets and liabilities.
- 2.2.3 The Service Provider shall supply a copy of such books and records to TTL upon request.

- 2.2.4 The Service Provider's working practices shall conform to the Investors in People standard.
- 2.2.5 The Service Provider shall ensure that the completeness and integrity of all financial processes are maintained at all times on all accounting Service Systems.
- 2.2.6 The Service Provider shall ensure that the accounting Service Systems maintain sufficient records to provide a full audit trail (as defined by TTL) to meet the requirements of:
- a) Clause 42 (*Audit and Inspection*);
  - b) external auditors of the TfL Group;
  - c) internal auditors of the TfL Group; and
  - d) the contract management and monitoring reporting requirements.
- 2.2.7 The Service Provider shall ensure that the accounting Service Systems provide updates to TTL's general ledger on a periodic basis (as per TTL's reporting cycle) and shall adopt the same four (4) Weekly financial period end dates as TTL.
- 2.2.8 The Service Provider shall ensure that the accounting Service Systems obtain payment via debit cards/credit cards using TTL's Merchant Acquirer.

### **2.3 Control**

- 2.3.1 The Service Provider shall ensure that security procedures, which have been approved by TTL, are in place to safeguard all books and records relating to TTL and are in accordance with:
- a) Good Industry Practice; and
  - b) Schedule 14 (*Security Policy*).
- 2.3.2 The Service Provider shall create and maintain a log for all detected fraudulent activities/attempted fraudulent activities carried out on Customer Records and Service Systems and inform TTL of such instances.
- 2.3.3 The Service Provider shall ensure that the recorded fraudulent activities/attempted fraudulent activities are displayed on the Service Systems each time the Customer Record is opened/activated by a User.
- 2.3.4 The Service Provider shall ensure that the display of the recorded fraudulent/attempted fraudulent activities alerts the User (e.g. an on-screen 'pop up' alert).

2.3.5 The Service Provider shall comply with the terms and conditions of the TfL Merchant Acquirer Agreement including, taking all reasonable precautions to safeguard against fraudulent transactions.

## **2.4 Accounts Receivable**

2.4.1 The Service Provider shall ensure that the accounting Service System can accurately record all Revenue receipts for the London Cycle Hire Scheme as accounts receivable.

2.4.2 The Service Provider shall ensure any Charge Payment processed is traceable to the original transaction.

2.4.3 The Service Provider shall provide a facility to trace dishonoured charge-backs and Declined Payments (disputed card payments) received to the source transaction(s).

2.4.4 The Service Provider shall provide processes for the identification and recovery of underpayments.

2.4.5 The Service Provider shall ensure that the accounting Service System can provide a summary report of debtors after each accounting period and once the general ledger and debtor accounts have been reconciled.

## **2.5 Accounts Payable**

2.5.1 The Service Provider shall ensure that all payments, including payments of Refunds to Customers, are recorded accurately as accounts payable in the accounting Service System.

2.5.2 The Service Provider shall provide processes to ensure that the policies and controls relating to the accounts payable and payments shall include all transactions.

2.5.3 The Service Provider shall provide processes to ensure that the accounting Service System correctly identifies and records all transactions in line with UK GAAP for each transaction, including:

- a) full Refunds;
- b) partial Refunds;
- c) Refunds covering a future period;
- d) Refunds of deferred income; and
- e) good-will payments.



## **2.6 Reporting**

2.6.1 The Service Provider shall ensure that the accounting Service System provides reports in an electronic format to TfL detailing each transaction, including:

- a) income and expenditure (profit and loss accounts) – periodic basis;
- b) income analysis – periodic basis;
- c) receipts and payments – Weekly;
- d) income reconciliation – periodic basis;
- e) balance sheet and trial balance – periodic basis;
- f) bank reconciliations – Weekly and periodic basis;
- g) bank adjustments – Weekly and periodic basis;
- h) aged debtors – periodic basis;
- i) failed receipts report – Weekly and periodic basis;
- j) receipts and payments – periodic basis;
- k) deferred income – periodic basis;
- l) General overpayments – periodic basis; and
- m) unidentified receipts – periodic basis.

2.6.2 The Service Provider shall ensure that all reports are securely transferred to TfL, for example, via ODETTE file transfer protocol.

## **3 STANDARDS, WORKING PRACTICES & PRINCIPLES**

### **3.1 General**

3.1.1 The Service Provider shall design the Service Systems to comply with the principles contained within the Statement of Requirements.

3.1.2 The Service Provider shall employ programme management and Development Methodologies which either follow:

- a) an industry standard; or
- b) are well documented and can be demonstrated to follow Good Industry Practice.

3.1.3 The Service Provider shall adhere to the standards and working practices of internationally recognised organisations as referenced in Table 1 (*Organisations*) and Table 2 (*Standards*) below, or, where such standards and working practices have been amended and/or superseded, by the latest revisions or superseding standards and working practices, or any standard which is generally recognised as being equivalent to it.

**Table 1 – Organisations**

BSI	British Standards Institution
NEMA	National Electrical Manufacturers Association
EIA	Electronic Industries Alliance
ISO	International Organisation for Standardisation
IET	Institution of Engineering and Technology
TfL	Transport for London
HSE	Health and Safety Executive

**Table 2 – Standards**

BS ISO/IEC 27002:2005	Code of Practice for Information Security Management
BS7671	The IET Wiring Regulations
BS ISO/IEC 26514:2008	Guidelines for the documentation of computer-based application systems
BS EN ISO 9000-3	Guidelines for the application of ISO 9001:2000 to the development, supply, installation and maintenance of computer software
BS EN 60950-1:2006	Specification for safety of information technology equipment, including electrical business equipment
BS EN 60529	Specification for degrees of protection provided by enclosures (IP codes)
BS EN 60073	Basic and safety principles for man-machine interface, marking and identification. Coding principles for indication devices and actuators

BS ISO/IEC 6592	Guidelines for the documentation of computer-based application systems
EN 55022	Electro Magnetic Compatibility
BS EN 60617	Graphical symbols for diagrams
BS EN 60950	Specification for safety of information technology equipment, including electrical business equipment
TR 2130C	Environmental tests for Motorway Communications equipment
IEC Publication 68	Environmental Testing
BS ISO/IEC 27001:2005	Specification for Information Security Management
BS ISO/IEC 27002:2005	Code of Practice for Information Security Management
POSIX	Information Technology. Portable Operating System Interface (POSIX). Shell and Utilities
CDM 2007	The Construction (Design and Management) Regulations 2007

## 3.2 Version Control

- 3.2.1 The Service Provider shall provide a Version Control Process and Version Control System to be Approved by TfL.
- 3.2.2 The Service Provider shall ensure that the Version Control System can store and maintain all files necessary to build the Service Systems, (or any part thereof) any sub-component of the Service Systems, within the Version Control System. This shall include:
- a) the Design Documents;
  - b) Source Code;
  - c) Configuration Files;
  - d) Build Files;
  - e) Application Libraries; and
  - f) the development Environment.

- 3.2.3 The Service Provider shall ensure that the Version Control System permits the retrieval of a list of all known versions of any given file, whether current or historical, and permits the retrieval of any known version of the file.
- 3.2.4 The Service Provider shall ensure that the Version Control System provides the facility to perform differential analysis between at least two (2) versions of any given file, or between two (2) different files.
- 3.2.5 The Service Provider shall ensure that the Version Control System is multi-User aware, and records against each file stored within it at least the following information:
- a) the User who submitted the file version;
  - b) the date and time of the submission; and
  - c) a free-text comment entered by the submitting User at time of submission.
- 3.2.6 The Service Provider shall ensure that the Version Control Process permits the generation of branches within a file's version history, to enable maintenance work to continue within the process whilst active development continues unaffected; this shall be supported as necessary by the Version Control System. The Service Provider shall ensure that the Version Control Process and Version Control System support integration with the Software Release management process in such a way that there is an automated means of identifying and retrieving all files which contributed to a given Software Release and that it is then possible to rebuild that Software Release precisely.

## **4 TESTING**

### **4.1 General**

- 4.1.1 The Service Provider shall carry conduct Testing in accordance with:
- a) Schedule 4 (*Testing Regime*);
  - b) Good Industry Practice; and
  - c) Data Protection Legislation.
- 4.1.2 The Service Provider shall ensure that all Data used during Testing is stored, processed and deleted securely in accordance with Appendix 1(*Information Compliance Processes*).

### **4.2 Test Environments**

- 4.2.1 The Service Provider shall provide suitable test Environments for development and Testing of the Service Systems during the Implementation Phase.

4.2.2 The Service Provider shall provide a test system and links to the Service Systems, together with associated test/acceptance functions.

4.2.3 The Service Provider shall ensure that at least one (1) of the test Environments is representative of the operational Environment so that realistic Tests of performance and functionality can be performed during the Implementation Phase.

## **5 SECURITY**

### **5.1 Security Policy and Management**

5.1.1 The Service Provider shall provide and implement a Security Plan in accordance with:

- a) Schedule 14 (*Security Policy*); and
- b) prevailing industry recognised security standards.

5.1.2 The Service Provider shall allocate appropriately qualified Service Provider Personnel to enforce the Security Policy.

5.1.3 The Service Provider shall ensure that the Service Systems provides security reports detailing any security breaches to TTL at periodic intervals to be agreed with and on request by TTL.

5.1.4 The Service Provider shall ensure that the Service System provides within forty eight (48) hours of the resolution of a Security Incident, a detailed report which includes details of:

- a) the Security Incident;
- b) the causes and consequences of the Security Incident;
- c) the actions taken to handle the Security Incident and timeframes applicable to resolution of the Security Incident; and
- d) actions to prevent recurrence of the Security Incident.

5.1.5 The Service Provider shall ensure that all transfers of Data are secure including those using removable media.

5.1.6 TTL shall have the right to conduct their own external penetration Testing and audit to check compliance with the Security Policy.

### **5.2 Access to Systems and Data**

5.2.1 The Service Provider shall ensure that the identity of all Users is securely authenticated before using any of the Service Systems.

5.2.2 The Service Provider shall ensure that access to and use of all Service Systems is subject to appropriate authorisation in accordance with Schedule 14 (*Security Policy*) and Good Industry Practice.

- 5.2.3 The Service Provider shall ensure that the Service Systems prevent unauthorised Users and Service Provider Personnel from making changes to configurations and Parameters.
- 5.2.4 The Service Provider shall ensure that all of the Service Systems restrict Internet access for its Service Provider Personnel employed in the provision of the Services and at the Premises used for the provision of the Services, except where required for the provision of the Services and/or on an individual basis.
- 5.2.5 Where the Service Provider engages in services with clients other than TTL, the Service Provider shall take all relevant steps to ensure that there is no accidental or malicious interference with the Services.

### **5.3 Audit Trails**

- 5.3.1 The Service Provider shall create a System Log and User Audit Log for all transactions and all other actions completed on the Service Systems with details of the individual User or Service System process responsible for the transaction or action, including:
- a) access to or mutation of specific subsets of the Data;
  - b) User authentication requests; and
  - c) execution of specific Service Systems.
- 5.3.2 The Service Provider shall ensure that the System Log and User Audit Log are accessible and easily searchable by authorised:
- a) Service Provider Personnel;
  - b) TTL Personnel; and
  - c) agents of the TfL Group via a standard System User Interface.
- 5.3.3 The Service Provider shall only provide the following types of access to the User Audit Log files:
- a) append access only – granted to the audit logging Software; and
  - b) read access only – granted to Users who are authorised to access the User Audit Log files.
- 5.3.4 The Service Provider shall provide an audit trail of all messages sent and received between the Central System and Docking Stations, including messages relating to:
- a) Hire of Bicycles including Bicycle Release and Dock of Bicycles;
  - b) payment transactions;
  - c) configuration Parameters;
  - d) Incidents reported; and
  - e) SmartCard identification.

## **6 INCIDENT MANAGEMENT AND RESOLUTION**

### **6.1 Escalation Management**

- 6.1.1 The Service Provider shall provide an escalation process acceptable to TTL for the management and resolution of Incidents.
- 6.1.2 The Service Provider shall provide TTL Personnel with a mechanism for raising Incidents for inclusion in the Incident Log.
- 6.1.3 The Service Provider shall provide TTL Personnel with direct read-only access to the electronic Incident Log.
- 6.1.4 The Service Provider shall provide TTL Personnel with full extracts of the Incident Log, including full details of:
- a) specific Errors;
  - b) Service Issues;
  - c) Security Incidents;
  - d) PI Incidents;
  - e) Changes; and
  - f) other Incidents,
- in either electronic or paper format, as requested by TTL Personnel.
- 6.1.5 The Service System shall ensure that the Incident Log provides a Weekly Incident report to TTL prior to the Project Review Meeting. This shall include:
- a) a description of all Incidents arising in the previous Week, together with their classification and their Severity Level in the case of Service Issues, Errors and Security Incidents;
  - b) a status report on all open Incidents; and
  - c) a description of the resolution of all Incidents closed during the previous Week.

## **7 DOCUMENTATION**

### **7.1 General**

- 7.1.1 The Service Provider shall provide, for review by TTL, all Documentation described in:
- a) Schedule 3 (*Milestones and Deliverables*); and
  - b) Schedule 4 (*Testing Regime*); and
  - c) all other Documentation requested by TTL.
- 7.1.2 The Service Provider shall agree a schedule for the provision of all Documentation for review by TTL. The schedule shall:
- a) include adequate review time and assume no less than two (2) revisions of each Document; and

- b) avoid the simultaneous release of Documents to achieve a practical review workload.

7.1.3 The Service Provider shall maintain and store all Documentation under Version Control according to Good Industry Practice.

7.1.4 The Service Provider shall address any review actions or comments raised by TTL Personnel within a reasonable timescale to be agreed with TTL, unless explicitly stated in this Agreement. Where agreement by both Parties to Documentation is required, TTL reserves the right to withhold its agreement in the event that review actions or comments are not addressed to TTL's satisfaction.

7.1.5 Subject to paragraph 7.1.6 below, the Service Provider shall provide Documentation to TTL in both electronic and paper format, as requested by TTL.

7.1.6 The Service Provider shall provide electronic copies of Documentation in either:

- a) Microsoft Office (Word, Visio, Excel or PowerPoint); or
- b) PDF format,

as requested by TTL.

## **7.2 System Documentation**

7.2.1 The Service Provider shall ensure that all System Documentation is sufficient for a Third Party with the requisite technical background to reconstruct the Service Systems from the:

- a) Software Source Code; and/or
- b) COTS components;
- c) the operating System Software; and
- d) the Hardware,

making up the Service Systems.

7.2.2 The Service Provider shall ensure that all Documentation is sufficient for a technician familiar with the technologies to perform all necessary support, maintenance and enhancement tasks for the Hardware and/or Software making up the Service Systems.

7.2.3 The Service Provider shall ensure that bespoke Software is fully documented and the Software and Documentation shall be available for inspection at any time by TTL.

7.2.4 The Service Provider shall share design and technical Documentation relating to Interfaces with the Connected Parties, or any prospective Connected Party, as specified by TTL.



## **8 REPORTING, PERFORMANCE MANAGEMENT AND AUDIT**

### **8.1 General**

- 8.1.1 The Service Provider shall provide the functionality to be enable TTL to:
- a) monitor the operational performance of the LCHS Assets, Service Systems, Service and the London Cycle Hire Scheme;
  - b) produce Operational Reports, as specified below; and
  - c) produce Performance Indicator reporting to TTL, as specified in Schedule 5 (*Service Level Agreement*).
- 8.1.2 The Service Provider shall ensure that the Service Systems provides the Performance Indicator Reports on a Monthly basis (where performance is measured on a daily basis these reports must be delivered to TTL Monthly and must include a daily breakdown).
- 8.1.3 The Service Provider shall ensure that that Service Systems provides Ad Hoc Reports to TTL.
- 8.1.4 The Service Provider shall ensure that all reports are securely transferred via ODETTE file transfer protocol.
- 8.1.5 The Service Provider shall ensure that the Service System can provide to TTL regular Operational Reports, including:
- a) Contact Centre report (ongoing Operational Report delivered Weekly with a daily breakdown) including:
    - I. total number of calls offered;
    - II. total number of calls handled;
    - III. total number calls answered in less than thirty (30) seconds;
    - IV. total number of calls abandoned;
    - V. total number of calls abandoned in equal to or less than twenty (20) seconds;
    - VI. average queue time of calls (in seconds); and
    - VII. average talk time of calls (in seconds).
  - b) Enquiries and Complaints (ongoing Operational Report delivered Weekly with a daily breakdown) including:
    - I. total number of Enquiries received (broken down by contact channel and Enquiry category);
    - II. total number of Complaints received (broken down by channel and Complaint category);
    - III. total number of disputes per Week;
    - IV. total number of disputes found in the Customers favour; and
    - V. the length of time each dispute took to resolve.

- c) Registrations (ongoing Operational Report delivered Weekly with a daily breakdown)
  - I. total number of Customers or users registered on each Subscription category;
  - II. total number of Registrations per contact channel;
  - III. total number of Registrations rejected and reason for rejection; and
  - IV. total number of Registrations closed or suspended and the reason for the closure or suspension.
  
- d) Subscriptions (ongoing Operational Report delivered Weekly with a daily breakdown):
  - I. total number of Subscriptions (broken down by contact channel and Subscription category);
  - II. total in each Subscription status for example number that are new, approved, active, expired, renewals;
  - III. total number of Non-Registered Customers purchasing Subscriptions at the Terminal (broken down by Subscription category); and
  - IV. total number of Customers purchasing two (2) or more Subscriptions per day.
  
- e) Bicycle Hired (ongoing Operational Report delivered Weekly with a daily breakdown):
  - I. total number of Bicycles Hired;
  - II. average duration of Bicycle journeys;
  - III. average number of times each Bicycle is Hired;
  - IV. average number of Bicycles Hired by each Customer;
  - V. average number of Bicycles Hired at each Priority 1 Docking Station during Peak Hours; and
  - VI. average number of Bicycles Hired at each Priority 2 Docking Station during Peak Hours;
  - VII. average number of Bicycles Hired at each Priority 1 Docking Station during Off-Peak Hours;
  - VIII. average number of Bicycles Hired at each Priority 2 Docking Station during Off-Peak Hours;
  - IX. average number of Bicycles Docks at each Priority 1 Docking Station during Peak Hours;
  - X. average number of Bicycles Docks at each Priority 2 Docking Station during Peak Hours;
  - XI. average number of Bicycle Docks at each Priority 1 Docking Station during Off-Peak Hours;
  - XII. average number of Bicycle Docks at each Priority 2 Docking Station during Off-Peak Hours;
  - XIII. total number of Bicycles Hired by Customers using SmartCards;
  - XIV. total number of Bicycles reported as stolen per day;

- XV. most frequent Bicycle Hire routes (determined by Docking Station where Bicycles are Released and then subsequently Docks);
  - XVI. total number of accidents reported by Customers; and
  - XVII. total number of Customers that Hire more the one (1) Bicycle simultaneously against one (1) Payment Card.
- f) Charges and Payments (ongoing Operational Report delivered Weekly with a daily breakdown unless otherwise stated)
- I. total amount of Bicycle Hire charges received;
  - II. total number of Customers who exceed their Threshold Value;
  - III. total number of Customers who incur late return fees;
  - IV. total amount of late return fees received;
  - V. total amount of rejected Payments against Credit/Debit cards or direct debits that is not collectable per Month;
  - VI. total number of Customers who pay by each Payment method per Month;
  - VII. total amount of Refunds given and the reason for the Refund;
  - VIII. total number of statements printed at Terminals; and
  - IX. total number of Bicycle return receipts printed at Terminals.
- g) Bicycle availability (ongoing Operational Report delivered Weekly with a daily breakdown):
- I. Total number of Bicycles available for use by Customers at XX:XX am each calendar day;
  - II. total number of replacement Bicycles held in stock;
  - III. total number of Bicycles missing or stolen;
  - IV. total number of missing Bicycles returned;
  - V. total number of Bicycles Damaged;
  - VI. total number of Bicycles repaired at Docking Stations;
  - VII. total number of Bicycles taken out of service for repair; and
  - VIII. total number of replacement Bicycles taken out of stock and made available for Customer Hire.
- h) average life of each Bicycle.
- i) Installation of Docking Stations (ongoing Operational Report delivered Weekly with a daily breakdown)
- I. number and location of all Docking stations installed;
  - II. number and location of all Docking stations tested;
  - III. number and location of all Docking stations installed and signed off by TTL;
  - IV. number and location of Docking Stations in progress of being installed;
  - V. number and location of Docking Stations being tested;

- VI. number and location of Docking Station installations awaiting sign off by TTL; and
- VII. number and location of Docking Stations where installation is not started, with estimated start date.

8.1.6 The Service Provider shall ensure that the Operational Reports can be delivered in a format (to be agreed by TTL) whereby TTL have the ability to extract the raw Data from the report and present the data in another format within other TTL reports.

8.1.7 The Service Provider shall ensure that the frequency and format of Operational Reports and Performance Indicator Reports can be changed by ensuring that such reports are Parameterised.

8.1.8 The Service Provider shall ensure that the Service System can produce functional specifications for each of the agreed Operational Reports.

These specifications shall be Approved by TTL and include:

- a) the source of the Data;
- b) the script used to obtain the Data;
- c) any exclusion of Data;
- d) the transformation applied to the Data;
- e) the presentation of the Data;
- f) the process and tools used to generate the report; and
- g) any input Parameters to the report and report frequency if generated automatically.

8.1.9 The Service Provider shall ensure that the Service System can provide the Ad Hoc Reports and Data in a format specified by TTL at the time of the request.

8.1.10 The Service Provider shall ensure that the Service System can provide to TTL all Ad Hoc Reports and Data within forty-eight (48) hours of the date and time of each request.

8.1.11 The Service Provider shall ensure that the Service System can provide to TTL a copy of all operational Data held by the Service Provider in either an electronic or paper format.

## **8.2 Performance Indicator Reporting**

8.2.1 The Service Provider shall ensure that the Systems can provide all Performance Indicator Reports and associated Data, in a format to be agreed with TTL, on a Parameterised Monthly basis for the previous Month's performance at a time and date to be agreed with TTL.

8.2.2 The Service Provider shall ensure that the raw Data used to measure and compile all Performance Indicators is available to TTL at the time of providing the Performance Indicator Report.

- 8.2.3 The Service Provider shall ensure that the Service System produces functional specifications for each of the agreed Performance Indicator Reports, including:
- a) the source of the Data;
  - b) the script used to obtain the Data;
  - c) any exclusion of Data;
  - d) the transformation applied to the Data;
  - e) the presentation of the Data;
  - f) the process and tools used to generate the report; and
  - g) any input Parameters to the report and report frequency if generated automatically.

## **9 MANAGEMENT SERVICES**

### **9.1 General**

- 9.1.1 The Service Provider shall provide Management Services in accordance with Schedule 20 (*Management Service*).

## **10 LEGAL CLAIMS**

### **10.1 General**

- 10.1.1 The Service Provider shall be responsible for identifying and recording all claims made against TTL, including any notifications of formal legal action issued by a court.
- 10.1.2 The Service Provider shall escalate such claims to TTL within three (3) hours of receipt and await further instruction from TfL
- 10.1.3 The Service Provider shall record an event on the Service System against the relevant Customer Record to show that a legal claim has been made.
- 10.1.4 The Service Provider shall act upon any instruction given by TTL with regards to all legal claims, including gathering required evidence to defend the case, such as:
- a) correspondence received and responses sent;
  - b) copies of financial transactions; and
  - c) call recordings, etc.
- 10.1.5 If required, the Service Provider shall draft a suitable response (to be approved by TTL) to be sent to the claimant.

- 10.1.6 If required, the Service Provider shall provide witness statements and/or relevant people to attend any court hearing to give evidence in regards to a legal claim.
- 10.1.7 The Service Provider shall settle any financial award or judgement made against TTL from the Service Provider's funds within forty eight (48) hours of notification of the sum to be paid.
- 10.1.8 The Service Provider shall normally meet any costs awarded against TTL or agreed settlement where the Service Provider has not complied with the requirements of this Agreement and its actions or omissions have led to the initial claim or the settlement of it.
- 10.1.9 The Service Provider shall update the Service System with the outcome of any legal claim to show if settlement was agreed, if the case proceeded to court and if so, the final judgement and costs awarded.
- 10.1.10 The Service Provider shall flag any costs involved with a legal claim on the Service System. If required by TTL, the Service Provider shall cancel or write-off the relevant amounts as appropriate.
- 10.1.11 Copies of any correspondence received directly by TTL and sent directly by TTL shall be provided to the Service Provider. On receipt, the Service Provider shall scan and associate this Data with the relevant Customer Record.