

LONDON CYCLE HIRE SCHEME AGREEMENT

Schedule 7 – Charging

SCHEDULE 7

Charging

1 **Scope**

1.1 In this Schedule 7, the following matters are dealt with:

- (a) the Milestone Payments, including Service Systems Milestone Payments, Operational Charges and Pass Through Costs and other sums to be invoiced to TTL for the Services provided by the Service Provider;
- (b) the amounts of Liquidated Damages;
- (c) the required contents of the Service Provider's financial model;
- (d) the method by which the Service Provider must issue Invoices in respect of the Service Charges and other sums; and
- (e) the format in which Invoices shall be submitted to TTL.

2 **Service Provider's Account**

Payments by TTL to the Service Provider in accordance with this Schedule 7 shall be made to the following account:

[Information Redacted]

3 **Implementation Services: Milestone Payments – Service Systems Implementation**

Milestone Payments – Service Systems Implementation

3.1 The total Services Charges for the Implementation Services relating to the development, implementation and on-going use of the Service Systems comprise:

- (a) Milestone Payments, as set out in Table 1 (*Service Systems Implementation*) below; and
- (b) Service Systems Milestone Payments, in accordance with paragraphs 3.3 and 3.4 below.

3.2 Table 1 (*Service Systems Implementation*) below sets out the Milestone Payments payable by TTL to the Service Provider in respect of successfully achieved Milestones in relation to the implementation of Service Systems to be achieved in the Implementation Phase, as evidenced by Approval in accordance with Schedules 3 (*Milestones and Deliverables*) and 4 (*Testing Regime*).

Table 1 – Service Systems Implementation

Key Milestone – Implementation Services – Service Systems	Milestone Payment
1. End of Planning	[Information Redacted]
3. Detailed Service Systems design start	[Information Redacted]
4. IT system design complete	[Information Redacted]
5. Software development start	[Information Redacted]
12. IT software development complete	[Information Redacted]
14. Systems Integration Testing start	[Information Redacted]
15. Registrations technical proving start	[Information Redacted]
17. Registrations technical proving complete	[Information Redacted]
21. Systems Integration Testing complete	[Information Redacted]
23. Full service technical proving start	[Information Redacted]
25. Full service technical proving complete	[Information Redacted]
26. Full service ready for service testing start	[Information Redacted]
28. Full service ready for service testing complete / Full service ready for go live	[Information Redacted]
29. Initial Operations Review – 3 months following go-live	[Information Redacted]

Service Systems Milestone Payments

- 3.3 The total of the Service Systems Milestone Payments is [Information Redacted], which shall be apportioned equally across the twenty nine (29) Milestones.
- 3.4 Following successful completion and Approval of each Milestone in accordance with the provisions of Schedule 3 (*Milestones and Deliverables*), the Service Provider shall be entitled to raise an invoice for the sum of [Information Redacted] (each a “**Service Systems Milestone Payment**”).
- 4 Implementation Services: Milestone Payments – Docking Station Installation**
- 4.1 Table D.1 (*Implementation Works Cost*) set out in Annex D sets out the rates for the activities that may be required to install a Docking Station.
- 4.2 Table D.2 (*Implementation Infrastructure Costs*) set out in Annex D sets out the rates for the infrastructure required to install a Docking Station.
- 4.3 Each Docking Station Milestone consists of a number of Docking Stations and the Service Charges payable to the Service Provider for the provision of the Docking Stations included in each Milestone will be calculated by multiplying the rates in:
- Table D.1 (*Implementation Works Costs*); and
 - Table D.2 (*Implementation Infrastructure Costs*),
- by the actual number of units used for all the Docking Stations in each Milestone.
- 4.4 Table 2 (*Docking Station Installation*) sets out when the Service Provider shall be entitled to raise an Invoice for a Milestone Payment in respect of successfully achieved Milestones for the installation of the relevant Docking Stations (including

implementation Docking Station Assets and completion of the relevant Works) to be achieved in the Implementation Phase, as evidenced by:

- (a) Approval in accordance with Schedules 3 (*Milestones and Deliverables*) and 4 (*Testing Regime*); and
- (b) itemised invoices following the completion of the relevant Milestone.

Table 2 - Docking Station Installation

Key Milestone – Implementation Services – Docking Station Installation	Milestone Payment
1. End of planning	[Information Redacted]
2. Design start – Sites	[Information Redacted]
8. Approval to manufacture street asset (physical layout)	[Information Redacted]
7. Site design complete (Tranche 1)	[Information Redacted]
10. Site design complete (Tranche 2)	[Information Redacted]
14A. Local Site acceptance (Tranche 1) – Construction	[Information Redacted]
14B. Local Site acceptance (Tranche 1) - Installation	[Information Redacted]
16. All Site design complete	[Information Redacted]
19A. Local Site acceptance (Tranche 2) - Construction	[Information Redacted]
19B. Local Site acceptance (Tranche 2)	[Information Redacted]
24A. Local Site acceptance (Tranche 3) - Construction	[Information Redacted]
24. Local Site acceptance (Tranche 3) - Installation	[Information Redacted]
27. Commissioning Acceptance	[Information Redacted]

5 Implementation Services – Milestone Payments and Liquidated Damages

- 5.1 In consideration of the successful achievement of certain Milestones by the relevant Milestone Dates in accordance with Schedules 3 (*Milestones and Deliverables*) and

4 (*Testing Regime*), TTL shall pay the Service Provider such Milestone Payments as are detailed in:

- (a) Table 1 (*Service Systems Implementation*); and
- (b) Table 2 (*Docking Station Installation*).

5.2 The Milestones shall not be incentivised over and above the Milestone Payments set out in:

- (a) Table 1 (*Service Systems Implementation*); and
- (b) Table 2 (*Docking Station Installation*).

5.3 In the circumstances set out in Clause 15.1 (*Failure to Achieve Milestones*), the Service Provider shall pay TTL Liquidated Damages for the relevant LD Period, calculated in accordance with Clause 15.1 (*Failure to Achieve Milestones*) and based on the amounts specified in:

- (a) Table 3 (*Service Systems Implementation*); and
- (b) Table 4 (*Docking Station Installation*).

5.4 In the event that Key Milestones are agreed in accordance with Schedule 33 (*Additional Services*) and the Change Control Request Procedure for Additional Services, the Service Provider shall pay TTL Liquidated Damages in such amounts (such amounts to represent a genuine pre-estimate of the loss which TTL would suffer as a result of the Service Provider failing to achieve the relevant Key Milestone by the relevant Milestone Date and the consequent delay in achieving such Key Milestone) and on such basis as is agreed as part of the Change Control Request Procedure.

5.5 If additional Key Milestones are agreed as part of the Change Control Request Procedure, the Service Provider shall pay TTL Liquidated Damages in such amounts (such amounts to represent a genuine pre-estimate of the loss which TTL would suffer as a result of the Service Provider failing to achieve the relevant Key Milestone by the relevant Milestone Date and the consequent delay in achieving such Key Milestone) and on such basis as is agreed as part of the Change Control Request Procedure.

5.6 Any dispute as to the quantum of Liquidated Damages payable shall be referred to the Dispute Resolution Procedure.

5.7 The Parties agree that the retention by TTL of sums or deduction of any sums from a particular Milestone Payment in accordance with this Agreement will not result in an increase in any other Milestone Payment.

Table 3 – Service Systems Implementation

Key Milestone – Implementation Services – Service Systems	Amount of Liquidated Damages per calendar day (or part of a calendar day) applicable where there is a delay in achieving a Key Milestone by the relevant Milestone Date
1. End of Planning	[Information Redacted]
3. Detailed Service Systems design start	[Information Redacted]
4. IT system design complete	[Information Redacted]
5. Software development start	[Information Redacted]
12. IT software development complete	[Information Redacted]
14. Systems Integration Testing start	[Information Redacted]
15. Registrations technical proving start	[Information Redacted]
17. Registrations technical proving complete	[Information Redacted]
21. Systems Integration Testing complete	[Information Redacted]
23. Full service technical proving start	[Information Redacted]
25. Full service technical proving complete	[Information Redacted]
26. Full service ready for service testing start	[Information Redacted]
28. Full service ready for service testing complete / Full service ready for go live	[Information Redacted]
29. Initial Operations Review – 3 months following go-live	[Information Redacted]

Table 4 - Docking Station Installation

Key Milestone – Implementation Services– Docking Station Installation	Amount of Liquidated Damages per calendar day (or part of a calendar day) applicable where there is a delay in achieving a Key Milestone by the relevant Milestone Date
1. End of Planning	[Information Redacted]
2. Design start – sites	[Information Redacted]
7. Site design complete (tranche 1)	[Information Redacted]
8. Approval to manufacture street asset (physical layout)	[Information Redacted]
10. Site design complete (tranche 2)	[Information Redacted]
13A. Local site acceptance (Tranche 1) - Construction	[Information Redacted]
13B. Local site acceptance (Tranche 1) - Installation	[Information Redacted]
16. All site design complete	[Information Redacted]
19A. Local site acceptance (Tranche 2) - Construction	[Information Redacted]
19B. Local site acceptance (Tranche 2) - Installation	[Information Redacted]
24A. Local site acceptance (Tranche 3) - Construction	[Information Redacted]
24B. Local site acceptance (Tranche 1) - Installation	[Information Redacted]
27. Commissioning Acceptance	[Information Redacted]

6 Implementation Services: Bicycle and Bicycle Spare Parts Provision

- 6.1 Table D.3 (*Bicycle and Bicycle Parts Provision*) set out in Annex D sets out the rates for the provision of Cycle Assets (i.e. Bicycles and Spare Parts).
- 6.2 Payment for the initial provision of the Bicycles to the Agreed Daily Bicycle Requirement at Operational Commencement Date, will be calculated as shown in Table 5 (*Initial Bicycle Provision*) below:

Table 5 – Initial Bicycle Provision

Key Milestone – Implementation Services – Docking Station Installation	Payment per Bicycle
13B. Local Site acceptance (Tranche 1) - Installation	$\frac{\text{Number of Docking Stations in Tranche 1} \times \text{the Agreed Daily Bicycle Requirement}}{\text{sum of the number of Docking Stations in Tranches 1, 2 and 3}}$
19B. Local Site acceptance (Tranche 2) - Installation	$\frac{\text{Number of Docking Stations in Tranche 2} \times \text{the Agreed Daily Bicycle Requirement}}{\text{sum of the number of Docking Stations in Tranches 1, 2 and 3}}$
24B. Local Site acceptance (Tranche 3) - Installation	$\frac{\text{Number of Docking Stations in Tranche 3} \times \text{Agreed Daily Bicycle Requirement}}{\text{sum of the number of Docking Stations in Tranches 1, 2 and 3}}$

6.3 Any difference between the number of Bicycles paid for through the mechanism described in Table 5 (*Initial Bicycle Provision*) and the actual number of Bicycles available at the Operational Commencement Date will be debited or credited against the first application of the “**Bicycle Replacement Variable Charge**” detailed in paragraph 9.1 (*Operational Services: Operational Charges and Other Sums Due*).

6.4 By way of example:

[Information Redacted]

7 Implementation Services: Additional Services

Table D.4 (*Additional Services*) set out in Annex D sets out the rates for the Additional Services.

8 Operational Services: Operational Charges and Other Sums Due

8.1 TTL shall pay to the Service Provider each Month during the Operational Phase the total of all:

(a) the Service Charges payable to the Service Provider by TTL, which shall comprise:

[Information Redacted]

(b) less:

(i) Service Failure Deductions accrued and outstanding in respect of that Month;

- (ii) any Service Failure Deductions accrued but not deducted from Monthly Operational Charges paid in any earlier Month, for whatever reason (except where the application of such Service Failure Deductions has been waived by TTL in its absolute discretion in accordance with Schedule 5 (*Service Level Agreement*) or otherwise due in accordance with Schedule 5 (*Service Level Agreement*) (including because the Data provided by the Service Provider in respect of any earlier Month was incorrect));
- (iii) any amounts due to TTL in accordance with Schedule 23 (*Gainsharing*);
- (iv) any costs due and payable to TTL by the Service Provider in accordance with paragraph 9.5 (*Pass Through Costs*) below; and
- (v) any other deductions due in accordance with this Agreement, including the amounts of any overpayments made by TTL to the Service Provider.

8.2 The Service Charges:

- (a) for the first and the last Months of the Operational Phase shall be pro-rated to reflect the number of calendar days in that Month during which the Service Provider was providing the Services; and
- (b) during any Suspension Period shall be limited to the Operational Charges set out in paragraph 8.1(a) above. In the event that TTL notifies the Service Provider that period of suspension is more than three (3) Months, TTL and the Service Provider shall discuss and agree (both Parties acting reasonably) opportunities for reducing the Operational Charges during such Suspension Period.

8.3 The Service Charges and the Day Rates set out in Table 2 (*Service Provider's Resource Rates*) of Annex G (*Principles to Apply to the Pricing of Changes to this Agreement*) to Schedule 9 (*Change Control Request Procedure*) shall be subject to adjustments on each anniversary of the Effective Date, as detailed in paragraphs 8.4 and 8.5 below.

8.4 The:

- (a) Operational Indirect Fixed Charge – Service Systems and Contact Centre;
- (b) Operational Indirect Fixed Charge – On-street Operation;
- (c) Fixed Monthly Operational Charge – Service Systems and Contact Centre;
- (d) Fixed Monthly Operational Charge – On-street Operation;
- (e) Bicycle Repair Variable Charge;
- (f) Bicycle Replacement Variable Charge;
- (g) Variable Monthly Operational Charge – Contact Centre;

- (h) Variable Monthly Operational Charge – On-street Operation;
- (i) price per unit in respect of each Priced Process; and
- (j) Day Rates set out in Table 2 (*Service Provider’s Resource Rates*) in Annex G (*Principles to Apply to the Pricing of Changes to this Agreement*) to Schedule 9 (*Change Control Request Procedure*) will be adjusted in accordance with the following formula:

P_n = maximum of:

- **P_o(1 + ((N_n-N_o)/N_o)), or**
- **1**

where:

P_n = new unit charge (or rate)

P_o = previous unit charge (or rate)

N_n = the Index figures six (6) Months prior to the date from which the price review shall take effect

N_o = the Index figures for the same Month as N_n in the previous year.

For the avoidance of doubt, the Operational Implementation Charge shall not be adjusted in accordance with the above formula.

For the avoidance of doubt, should N_n be below N_o, then all the above payments will be indexed by 1, and will therefore be unchanged.

- 8.5 The Index applied in paragraph 8.4 above is the Retail Prices Index as published by the Office for National Statistics in Table RP02.
- 8.6 Each such adjustment shall be calculated by comparing the related index figure for the six (6) months prior to the date from which the price review shall take effect and the same Month in the previous year.

9 Pass Through Costs

9.1 TTL shall, subject to compliance by the Service Provider with, and TTL’s rights under, the remaining provisions of this paragraph 9 and without application of any uplift, administration fee or similar by the Service Provider, pay certain of the costs properly incurred by the Service Provider in providing the Services and as further described in this paragraph 9 (“**Pass Through Costs**”). For the avoidance of doubt:

- (a) all Operational Charges payable by TTL as stated elsewhere in this Agreement shall exclude the Pass Through Costs; and
- (b) the Service Provider shall not be responsible for the payment of the Power Provider’s charges, which TTL shall pay directly to the Power Provider.

9.2 The Pass Through Costs are limited to the following:

- (a) reasonable postage costs incurred by the Service Provider directly and exclusively in corresponding with Customers as part of the Services;
- (b) reasonable costs of telephone calls incurred by the Service Provider directly and exclusively in communicating with Customers through the Contact Centre as part of the Services;
- (c) reasonable costs of SMS messages incurred by the Service Provider directly and exclusively in communicating with Customers as part of the Services;
- (d) fees payable to the Merchant Acquirer in respect of the Merchant Acquirer Service; and
- (e) in the event that the Service Provider is required to accept novation of one or more Supply Contracts pursuant to Clause 45 (*Novation or Management of Supply Contracts*), subject to any contrary position agreed in accordance with that Clause 45, any fees or charges payable by the Service Provider under the relevant Notified Supply Contract in respect of the goods and/or services provided under that Notified Supply Contract. For the avoidance of doubt, any expense, cost, liability, loss, damage, action, claim or proceeding in respect of which the Service Provider is liable under any Notified Supply Contract shall not constitute a Pass Through Cost.

9.3 TTL shall not be responsible for payments due to Third Parties providing merchant acquirer services other than the Merchant Acquirer.

9.4 The Service Provider shall ensure that all Pass Through Costs incurred are fair and reasonable and represent the best value available to TTL, including by using bulk discount schemes to reduce costs. Without limiting paragraph 9.5 below and Clause 42 (*Audit and Inspection*), the Service Provider shall maintain and, on TTL's request, furnish such particulars as TTL may reasonably require in order that it may be satisfied that the Pass Through Costs incurred by the Service Provider are fair and reasonable. If TTL is not so satisfied, TTL shall be entitled to reduce the amount of the Pass Through Costs payable to such amount as is fair and reasonable.

9.5 TTL shall have the right to inspect and audit Pass Through Costs in accordance with Clause 49 (*Audit and Inspection*). In the event that such inspection or audit reveals that the Service Provider has charged TTL, as Pass Through Costs, for items which are not properly payable by TTL in accordance with this paragraph 9, TTL shall be entitled to recover from the Service Provider the cost of such items and any further costs and expenses incurred by TTL in respect of the inspection or audit carried out by TTL, plus interest on such sums at the Interest Rate.

10 Novation / Management Fees

Novation fees and management fees shall be determined in accordance with Clause 45 (*Novation or Management of Supply Contracts*), as applicable.

11 Operational Services: Variable Monthly Operational Charges

11.1 The Service Provider will be paid four (4) variable Monthly Operational Charge amounts (the "**Variable Monthly Operational Charges**"):

- (a) **Variable Monthly Operational Charge – Contact Centre** shall be based on the transaction volumes of certain processes carried out as part of the Services (the “**Priced Processes**”). Each Priced Process has a price per unit as set out in Table E.1 (*Priced Processes – Contact Centre*);
- (b) **Variable Monthly Operational Charge – On-street Operation** shall be based on the Priced Processes. Each Priced Process has a price per unit as set out in the following tables to this Schedule 7:
 - (i) Table E.2 (*Priced Processes – On-street Operations*);
 - (ii) Table E.3 (*Priced Processes – Additional Services*); and
- (c) the “**Bicycle Repair Variable Charge**” equal to [Information Redacted]for the minimum of:
 - (i) every Bicycle repaired in excess of the number equivalent to 0.5% of the average of the Agreed Daily Bicycle Requirements per Month, excluding any repair or works undertaken as part of Preventative Maintenance or required to be undertaken due to wear and tear; and
 - (ii) every Bicycle repaired, excluding any repair or works undertaken as part of Preventative Maintenance or required to be undertaken due to wear and tear, or replaced in excess of the number equivalent to 1% of the average of the Agreed Daily Bicycle Requirements per Month;
- (d) the “**Bicycle Replacement Variable Charge**” equal to [Information Redacted]for the minimum of:
 - (i) every Bicycle replaced in excess of the number equivalent to 0.5% of the average of the Agreed Daily Bicycle Requirements per Month, excluding any repair or works undertaken as part of Preventative Maintenance or required to be undertaken due to wear and tear; and
 - (ii) every Bicycle repaired, excluding any repair or works undertaken as part of Preventative Maintenance or required to be undertaken due to wear and tear, or replaced in excess of the number equivalent to 1% of the average of the Agreed Daily Bicycle Requirements per Month.

11.2 In calculating the Variable Monthly Operational Charges referred to above, no account will be taken of processes that arise from the Service Provider’s failure to comply with its obligations under this Agreement.

12 Financial Model

12.1 The Financial Model is attached as Annex A (Financial Model) to this Schedule 7.

12.2 The Parties agree to conduct a joint review and the end of the first twelve (12) Month period following the Registration Go-Live Date in relation to the Operational Charges for the Contact Centre. The joint review will be based on transaction volumes, transaction profiles and average handling times. Following the review, the Service Provider shall propose a General Change to the Agreement in accordance with the Change Control Request Procedure for the adoption of a revised financial model. The intention of the General Change proposed by the Service Provider shall be to maximise the element of the variable price to TTL, whilst ensuring that the

fixed costs are recovered at minimum volumes via the fixed monthly Operational Charge.

- 12.3 For the purposes of considering the Change Request, the minimum volume shall mean the 'fixed floor forecast' that includes the minimum number of agreed Service Provider Personnel for zero (0) transactions.

13 Charges For Changes

- 13.1 For the avoidance of doubt, any charges arising from the application of the Change Control Request Procedure are to be either:

- (a) payable as Milestone Payments;
- (b) included in the Monthly Operational Charge; and/or
- (c) payable as a one-off payment to the Service Provider, as may be agreed through the Change Control Request Procedure.

14 Nature Of Invoices

- 14.1 The Service Provider shall raise Invoices:

- (a) in respect of Milestone Payments for Milestones delivered successfully in accordance with Schedule 3 (*Milestones and Deliverables*) and this Schedule 7 in the format set out in Annex B (*Invoice – Milestone Example*) to this Schedule 7;
- (b) for the Operational Charges and deductions due in accordance with this Schedule 7 in the format set out in Annex C (*Invoice – Fixed Charge Example, Fixed and Variable Charge Example, Variable Charge Example*) to this Schedule 7; and
- (c) for Pass Through Costs properly payable by TTL under this Agreement in accordance with paragraph 9 (*Pass Through Costs*).

15 Currency Requirement

- 15.1 In the event of the introduction of the Euro (€), on the basis of the Protocol on Certain Provisions Relating to the United Kingdom and Northern Ireland attached to the Treaty on European Union, within the United Kingdom or any part thereof, the Service Provider shall ensure that all Invoices shall contain all amounts in both Pounds Sterling and Euro (€) as may be required by TTL.

- 15.2 The Service Provider shall incorporate protocols for dealing with rounding and currency conversion between Pounds Sterling and Euros (€) and vice versa, such protocols to be subject to the written agreement of TTL.

16 Presentation of Invoices

- 16.1 In terms of Invoices for the Operational Charges and Pass Through Costs, such Invoices shall be:

- (a) presented to TTL on a Monthly basis; and

- (b) received no later than ten (10) Working Days after the Performance Indicator Report Date for that relevant Month.

16.2 In terms of Invoices for Milestone Payments and Service System Milestone Payments, the Service Provider shall be entitled to raise an Invoice for a particular Milestone Payment immediately after TTL's Approval of such Milestone in accordance with the provisions of Schedule 3 (*Milestones and Deliverables*).

16.3 All Invoices must be addressed and delivered to:

Accounts Payable
Financial Services Centre
Transport for London
PO Box 50626
SW6 1YS

17 Supporting Documentation

17.1 Each Invoice provided to TTL will be supported by the relevant Performance Indicator Report and any other required documentation detailing performance and volumes during the Month in accordance with:

- (a) Schedule 10 (*Contract Management and Reporting*); and
- (b) Schedule 5 (*Service Level Agreement*).

17.2 The amounts set out in each Invoice will be fully reconcilable with the supporting documentation.

18 Examples

For the purpose of clarification and illustration only, worked examples of Monthly Operational Charges are provided in Annexes B and C to this Schedule 7. In the event that there is conflict between the examples and any other paragraphs in this Schedule 7 or any other part of the Agreement, the other paragraphs of this Schedule 7 and the other parts of the Agreement shall prevail in accordance with Clause 1.6 (*Definitions and Interpretation*).

ANNEX A

FINANCIAL MODEL

[Information Redacted]

ANNEX B

Invoice [Milestone Example]

TfL	Invoice Date:	20/07/20
Address	Invoice Number:	06 XXXXXX
	Authority Purchase	
	Order Ref:	TfL XXX

Milestone Payment
Reference – Schedule 7

Milestone Completion date 30/06/2006

	Amount £ Sterling		Amount £ Sterling
Milestone Payment Value	£ 200,000.00		
Less Other Deductions [Note 1]	£ -		£ 200,000.00
Total Service Charges for the Month Excluding VAT		£	200,000.00
Total VAT		£	35,000.00
Total Amount Payable		£	235,000.00

Note 1: Amount to be supported by attached calculation report

ANNEX C

Invoice [Fixed Charge Example]

TfL	Invoice Date:	20/07/20
Address	Invoice Number:	06
	Authority Purchase	XXXXXX
	Order Ref:	TfL XXX

Schedule of Service Charges [Example]
Reference – Schedule 7

Month Operational Charges

Period Fro 01/06/20 T
 m: 06 o: 30/06/2006

	Amount £ Sterling	Amount £ Sterling
Monthly Operational Charges	£ 2,000,000.00	
Pass Through Costs	£ 30,000.00	
		£ 2,030,000.00
Total Service Charges for the Month Excluding VAT		£ 2,030,000.00
		£ 355,250.00
Total VAT		
Total Amount Payable		£ 2,385,250.00

Invoice [Fixed and Variable Service Charges Example]

TfL Addre ss	Invoice Date:	20/07/20 06
	Invoice Number:	XXXXXX
	Authority Purchase Order Ref:	TfL XXX

**Schedule of Service
Charges [Example]**
Reference – Schedule 7

**Fixed Month Service
Charges**

Period Fro 01/06/20 T
 m: 06 o: 30/06/2006

	Amount £ Sterling	Amount £ Sterling
Monthly Operational Charge	£ 1,000,000.00	
Variable Monthly Operational Charge [Note 3]	£ 1,000,000.00	
		£ 2,000,000.00
Total Service Charges for the Month Excluding VAT		£ 2,000,000.00
		£ 350,000.00
Total VAT		
Total Amount Payable		£ 2,350,000.00

Note 3: Amount to be supported by attached variable calculation report

Invoice [Variable Charge Example]

TfL Addre ss	Invoice Date:	20/07/20 06
	Invoice Number:	XXXXXX
	Authority Purchase Order Ref:	TfL XXX

**Schedule of Service
Charges [Example]**
Reference – Schedule 7

**Variable Monthly
Operational Charges**

From 01/06/20 T
Period m: 06 o: 30/06/2006

	Amount £ Sterling	Amount £ Sterling
Variable Monthly Operational Charge [Note 3]	£ 2,000,000.00	
		£ 2,000,000.00
Total Service Charges for the Month Excluding VAT		£ 2,000,000.00
		£ 350,000.00
Total VAT		
Total Amount Payable		£ 2,350,000.00

Note 3: Amount to be supported by attached variable calculation report

Credit Note

TfL	Credit Note Date:	20/07/20
Addre		06
ss	Credit Note Number:	XXXXXX
	Authority Purchase	
	Order Ref:	TfL XXX

Schedule of Service Charges [Example]
Reference – Schedule 7

Variable Monthly Operational Charges

Fro	01/06/20	T	
Period m:	06	o:	30/06/2006

	Amount £ Sterling	Amount £ Sterling
Service Failure Deductions against Invoice XXXXXXXX [Note 1]	-£ 100,000.00	-£ 100,000.00
Total Service Charges for the Month Excluding VAT		-£ 100,000.00
Total VAT		-£ 17,500.00
Total Amount Payable		-£ 117,500.00

Note 1: Amount to be supported by attached Service Failure Deduction calculation report

ANNEX D

Table D.1 – Implementation Works Cost

[Information Redacted]

Table D.2 – Implementation Infrastructure Costs

[Information Redacted]

Table D.3 – Bicycle and Bicycle Parts Provision

[Information Redacted]

Table D.4 – Additional Services

[Information Redacted]

ANNEX E

Table E.1 – Priced Processes – Contact Centre

[Information Redacted]

Table E.2 – Priced Processes – On-street Operations

Information Redacted]

Table E.3 – Priced Processes – Additional Services

[Information Redacted]