**Volume 2**

**The Specification**

Visitor Oyster Card Global Marketing and Fulfilment

Internal Reference Number: TFL 94587

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**TABLE OF CONTENTS**

[1. ORGANISATIONAL OVERVIEW 5](#_Toc74752088)

[2. INTRODUCTION 6](#_Toc74752091)

[3. SCOPE 8](#_Toc74752094)

[4. Technical Specification of website 15](#_Toc74752097)

[5. account management 19](#_Toc74752109)

[6. INFORMATION GOVERNANCE (INCLUDING DATA PROTECTION AND FREEDOM OF INFORMATION) 21](#_Toc74752111)

[7. SERVICE LEVEL AGREEMENTS (SLAS)/KEY PERFORMANCE INDICATORS (KPIS) 22](#_Toc74752112)

[8. PROJECT PLAN/TIMESCALES 25](#_Toc74752113)

[9. APPENDICES 26](#_Toc74752114)

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ORGANISATIONAL OVERVIEW

## Transport for London (TfL)

TfL was created in 2000 as the integrated body responsible for London’s transport system. TfL is a functional body of the Greater London Authority. Its primary role is to implement the Mayor of London’s Transport Strategy and manage transport services to, from and within London.

TfL manages London’s buses, the Tube network, Docklands Light Railway, Overground and Trams. TfL also runs Santander Cycles, London River Services, Victoria Coach Station, the Emirates Air Line (London’s cable car across the River Thames based at North Greenwich and Royal London Docks) and London Transport Museum. As well as controlling a 580km network of main roads and the city’s 6,000 traffic lights, TfL also regulates London’s taxis and private hire vehicles and the Congestion Charge scheme.

Further background on what TfL does can be found on the TfL website here:

###  <https://tfl.gov.uk/corporate/about-tfl/what-we-do>

## Business Unit

 TfL Partnerships team manages a variety of partnerships which align with the objectives set out in the Mayor’s Transport Strategy (MTS). As part of the wider Customer Information team, the Partnerships team also manage TfL’s Visitor Strategy.

The Visitor Oyster Card (VOC) is an important part of TfL’s Visitor Strategy, which has two key customer experience objectives:

* Improve visitors experience on the TfL Network, by addressing key issues such as navigation, information and avoiding congestion where possible.
* Simplify the fares and ticketing offer for visitors, providing the easiest way possible for them to access the Network and preventing congestion in ticket halls at key interchange stations.

# INTRODUCTION

## Background

The VOC provides a specific pay as you go product for visitors to London. The VOC can be purchased by visitors both in the UK and across the world, though unlike the traditional Oyster Card the VOC can only be purchased prior to arrival in London and all customers are charged a non-refundable £5 activation fee. From 23February 2020 the standard Oyster card now also charges a £5 activation fee, only refundable after a year.

The VOC can be used wherever an Oyster card can be used, as well as on the Gatwick and Heathrow Express train services.

Whilst the £5 activation fee remains consistent for all denominations, the VOC is available to buy pre-loaded with various amounts of credit from £10 - £50.

Cubic is TfL’s revenue collection service provider. They act as TfL’s Managing Agent who liaise with Trade Partners (partners who purchase at least 200 orders annually, directly from Cubic) with the sale of the VOC and the Travelcard. Cubic provide Trade Partners with a Form of Purchase contract (Appendix 9). The Form of Purchase contract is a sales/distribution contract between Cubic (acting as an agent for TTL) and the purchaser.

Trade Partners of the VOC are businesses who purchase at least 200 orders annually, directly from Cubic. The Service Provider will support Trade Partners with updates on the VOC, provide answers to their questions and work with the Trade Partners on how to increase sales via training and providing marketing materials.

90 international Trade Partners are currently engaged in selling the VOC, TfL also have a website, the [TfL Visitor Shop](https://visitorshop.tfl.gov.uk/) where consumers can purchase the VOC. In the 2019/20 financial year a total of 828,470 VOC’s were sold internationally, bringing in over £24M total revenue. The largest markets for the product were predominately European countries, with Germany and France key drivers of sales. In 2019/20 there was a focus on reaching more long-haul nations including Brazil, China and Japan.

Covid-19 has drastically impacted sales of the VOC, with international travel at an all-time low. We do not anticipate full recovery back to 2019 levels until 2024/2025. Closer European markets are expected to recover first, and London continues to score highly amongst international and domestic visitor surveys, as a top 5 city to visit when possible to do so.

## Objectives

TfL (hereafter also referred to as ‘the Authority’) wishes to engage a Service Provider to:

a) deliver the marketing to businesses and consumers of the VOC;

b) Construct and manage an e-commerce [TfL “Visitor Shop](https://visitorshop.tfl.gov.uk/)”;

c) fulfilment of VOC, Travelcard, Emirates Airline, Santander Cycles and London Transport Museum tickets sold through the TfL “Visitor Shop”

d) providing customer service provision for the TfL “Visitor Shop”.

e) Act as an account management point for Trade Partners and the Authority

# Service specification

## Scope of Services Required

The scope of the service will include the global marketing of the VOC, construction and management of an online TfL “Visitor Shop” e-commerce site, fulfilment, account management and customer service provisions. This includes, but is not limited to, the following:

* Marketing of the VOC globally, focusing on emerging markets and those countries with low Contactless use, which includes engaging with trade to identify new partners who may be appropriate to purchase/sell the VOC, from our Managing Agent, Cubic as an affiliate.
* Working with TfL’s Managing Agent to monitor sales periodically and refer all orders over 200 units of VOC’s to Cubic to facilitate.
* The Service Provider will act as the key account management point for existing Trade Partners, and will be tasked with attracting and onboarding new Trade Partners;
* Provide marketing training to VOC Trade Partners, see 3.2.2 for more information.
* Building and management of the e-commerce online shop ‘TfL Visitor Shop’ selling the VOC and complimentary products, within the TfL website, under TfL IP;
* Fulfilment of all products sold through this website, to customers from around the world;
* Management of all customer service enquiries for the VOC and complimentary products purchased through the TfL Visitor Shop, liaising with TfL’s customer service team on any wider customer issues, via TfL Partnership Manager as a conduit;
1. Co-create marketing materials with TfL. TfL have developed a range of assets for promoting the VOC, examples can be found in the Appendix 1. The VOC leaflet is revised annually, where content changes are led by TfL in line with fare changes. Both PDF and Print Ready files are to be created, and copy translated in the following languages;
	* + 1. English
			2. German
			3. French
			4. Spanish
			5. Portuguese
			6. Japanese
			7. Russian
			8. Dutch
			9. Italian
			10. Chinese (Mandarin)
			11. Korean
			12. Arabic
* Additional assets have been created to help both TfL and Trade Partners to promote the VOC to their customers, such as images and short videos.
* To provide TfL with any customer or Trade Partner feedback that may help to improve customer experience of the ticketing products and operational services on the TfL network.

The current VOC promotional contract is scheduled to expire on 31st October 2021. The website, fulfilment mechanism, customer service and plan for promotional activity must be set up, tested and approved prior to 1st November 2021, see Section 8 for key delivery dates.

Requirements

**Global Marketing of the VOC**

The requirement includes:

1. The promotion of the VOC around the world, assessed against annual sales target, reassessed annually.
2. Promoting the VOC and driving customers to the TfL ‘Visitor Shop’, utilising appropriate channels and working with relevant organisations in the locations.
3. Promoting the VOC and how to become a Trade Partner directly to businesses around the world through relevant trade channels.
4. Endorse Cubic as the VOC order point, referring all orders of 200 or more to Cubic and directing all orders of less than 200 to the TfL ‘Visitor Shop’ website.
5. Demonstrate a proactive approach to driving VOC sales and maximising the current sales channels.
6. All informational materials used or issued by the Service Provider in connection with the VOC and all advertising, merchandising and marketing activities undertaken by the supplier in connection with the VOC must comply with all mandatory requirements of any existing or future law relating to truth in advertising and fair-trade practices: [Business Protection from misleading marketing regulations 2008](http://www.legislation.gov.uk/uksi/2008/1276/pdfs/uksi_20081276_en.pdf) and [Consumer Protection from Unfair Trading Regulations, and, where appropriate, Data Protection Legislation including the UK GDPR, EU GDPR, Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003.](file:///%5C%5COnelondon.tfl.local%5Cshared%5C6080%5CPartnerships%20%26%20Events%5C1.%20Partnerships%5C1.%20BAU%5CVOC%20Tender%20Process%5C2021%20Contract%5CSpecification%5Ca.%09https%3A%5Cwww.gov.uk%5Cgovernment%5Cpublications%5Cconsumer-protection-from-unfair-trading-regulations-businesses)
7. The Service Provider shall not make any statement that is disparaging or defamatory of TTL, TfL and the Mayor of London.
8. For reporting requirements see section 5.2.

**Trade Partners Account Management**

The requirement includes:

1. Managing all relationships with Trade Partners acting as a single point of contact for all queries (see Appendix 5 for examples of enquiries), including sharing relevant marketing and travel information from TfL to allow Trade Partners to update their marketing materials and customer information, e.g. annual fare increases.
2. On boarding of new Trade Partners and provision of marketing training to VOC Trade Partners; this will be included in the handover documentation. All Trade Partners to be provided with a presentation document that covers who TfL is, what the VOC is; how it can be used by customers, fare rates, top tips, marketing assets and a set of frequently asked questions that may arise during the sales process. Delivery of the presentation is to be provided in person or via e-conference.
3. Identifying and pursuing opportunities for sales growth amongst new markets.
4. For reporting requirements see section 5.2.

**Building and Management of ‘Visitor Shop’ Website**

The Service Provider will be responsible for:

1. Building and managing a white label, cloud-based e-commerce store, hosted with a TfL URL, rather than on TfL.gov.uk, retailing the VOC, Travelcard, Emirates Airline, Santander Cycles and London Transport Museum tickets.
2. All customers to be asked either their departure date for VOC purchases and the start date for all Travelcard, London Transport Museum, Santander Cycles and Emirates Airline purchases, to ensure stock will be received in time and valid for travel.
3. All customer orders to receive a confirmation email upon receipt of order to include:
	* + 1. Date and time of order
			2. Product(s) ordered and value
			3. Value of total products
			4. A [Tips for London](https://tfl.gov.uk/travel-information/visiting-london/getting-around-london/visitor-information/top-travel-tips) PDF leaflet, which will be provided to the Service Provider.
			5. Those customers who purchase a VOC, include an attachment of the VOC leaflet in the appropriate language in PDF format. The leaflet will be provided to the Service Provider.
4. All customer orders to receive a dispatch email upon order dispatch: including the tracking number where applicable.
5. For those customers purchasing a VOC or Travelcard, the Service Provider will fulfil and ship their order.
6. For those customers purchasing an Emirates Arline ticket, they will receive an email with their booking confirmation and PDF ticket, featuring a QR code. The booking platform will need to link directly to a future back-end ticketing system due to be developed by TfL. (Currently out of scope but may be added at a later date).
7. For those customers purchasing a London Transport Museum ticket, they will receive an email with a unique booking code or bar code. The booking platform will need to have a back office to allow validation upon redemption. It is envisaged that the London Transport Museum will require the Service Provider to share the required details of the ticket purchaser.
8. Scheduled for 2022: For those customers purchasing a Santander Cycle Hire pass, they will receive an email with their booking confirmation and a unique code (extracted from the Cycle Hire code spreadsheet). The back end of the e-commerce site should be able to alert the Service Provider when the stock of any product gets below a certain point, whereby TfL will then issue additional product codes.
9. TfL staff to have an admin account to track weekly sales, extract daily booking details and validate tickets upon redemption.
10. Update the website in line with annual fare changes.
11. TfL will be the Controller for all customer information Processed, as defined by Data Protection Legislation, with appropriate opt-ins added to the customer journey to ensure customers can choose to receive further email communications from TfL.
12. All information Processed in relation to the delivery of services under this contract (including customer information) will be held in accordance with Data Protection Legislation , wheredata may only be kept in a form that permits identification of the individual for no longer than is necessary for the purposes for which it was Processed. In this case it should be the intended date of travel, plus six months if the customer has any post-travel enquiries or requests a refund.
13. TfL shall own, and the Service Provider shall provide when requested, customer data for purchases through the Visitor Shop (name, email address and the date of their travel), for the purpose of Customer Relationship Management (CRM).
14. All processing of personal data, including managing opt-ins and data-sharing, must comply with Data Protection Legislation or any amendment or re-enactment from time to time or national replacement of such legislation, see Appendix 7.
15. TfL shall have ultimate sign off on the website. The Service Provider will consult with TfL when developing the look and feel of the website to reflect the brand requirements and make any changes TfL may reasonably request from time to time.
16. The Service Provider will be expected to liaise with the current Service Provider, Visit Britain, to ensure that there is a smooth transition to the new website platform.

### Fulfilment of all products sold through TfL Visitor Shop

### The Service Provider, in addition to the contractual fee, will retain 13% commission on all VOC credit and Travelcards sold through the TfL Visitor Shop. All money obtained via e-ticket sales will be transferred to TfL in full, on a periodic basis.The Service Provider will be required to enter in the Form of Purchase contract (see Appendix 9) to facilitate retention of the commission.

In 2019-20 149,939 products with a value of £3,401,475 were purchased through the TfL Visitor Shop: 54% VOC and 46% Travelcards.

The requirement includes:

1. Ordering sufficient stock from Cubic to fulfil future orders made to the website. Receiving stock from Cubic, storing and processing stock as necessary.
2. Fulfilling orders made on the website as applicable.
3. Before fulfilling any order, take all reasonable measures to verify the identity of the relevant customer and that full payment has been made to ensure customer identity and payment are not fraudulent; and apply any reasonable written fraud rules.
4. Maintain at its own expense such appropriate offices, administrations facilities and systems as may be necessary for the effective performance of its duties as a Service Provider.
5. Ensuring card stock is stored in a secured location.
6. Notify TfL of any loss of stock, with details of the serial numbers.
7. Procure a date stamp and validate Travelcards with a date stamp (date of travel requested by customer upon purchase).
8. Managing the print and stock control of TfL letter headed paper. Template to be provided by TfL for the purpose of editing and printing.
9. Despatch all orders made through the website within 3 business days of receiving the relevant order, to ensure products are delivered to customers globally.
10. Provide customers with an option to post as standard first class, or via tracked. Orders are currently shipped to 94 countries. Customers pay for postage and packaging.
11. The fulfilment service is to be fully TfL branded, in such a way that the customer will view the ordering via the website and the fulfilment service as being seamlessly provided by TfL. Unless otherwise expressly agreed in writing by TfL, the Service Provider shall not send any document or material, including its own marketing materials or products to any customer when fulfilling an order.
12. For reporting requirements see section 5.2.
13. Where any subcontractor is engaged to provide fulfilment services, then any contract must contain adequate Processor clauses in respect of any Personal Data that is Processed.

**3.2.5 Prices for Travel Cards and Fulfilment**

All sales of the Travelcards by the Service Provider shall be at the following [prices](https://content.tfl.gov.uk/adult-fares.pdf) (which may change yearly) which are in accordance with the applicable supply agreement in place with Cubic, unless otherwise notified by TfL.

Unless otherwise agreed between the Parties in writing, the Service Provider shall not impose any charge or fee upon any Customer save for postage and packaging.

**3.2.6 Management of all customer service enquiries:**

The requirement includes:

1. Providing customer service provision for all VOC and Travelcard customer service inquiries and questions through a telephone line and email. Providing operational support relating to sales queries on items purchased through the Visitor Shop e.g. enquiries on postage, lost items, missing confirmation emails. Providing sales support enquiries e.g. which product to buy, payment issues. Currently circa 300 enquiries are received a month (see appendix 4 for examples of key themes). The TfL Partnership Manager can support you with difficult customer enquiries that may arise.
2. All enquiries on Emirate Airline tickets and Santander Cycle Hire should be handled by TfL Customer Services. London Transport Museum handle enquires directly. Customer enquiry information to be available on the website and within email confirmation.
3. Providing a customer service email address and phone number for publication on the TfL Visitor Shop, for use by customers globally (or separate ones relevant to each country).
4. Deal promptly, efficiently and courteously with Customer Queries between 09:00 and 17:00 GMT Monday to Friday local time (not including Bank Holidays), using such contact details.
5. All processing of Personal Data for the management of customer service enquiries must comply with Data Protection Legislation, see Appendix 7.
6. For reporting requirements see section 5.2.

# Technical Specification

## The Service Provider will be required to build (white label, cloud-based platform), design, manage, operate, update and maintain the TfL Visitor Shop website on TfL’s behalf, and provide related fulfilment and distribution services in respect of domestic and overseas customers’ orders on the website.

## TfL will own the Intellectual Property Rights (IPR) to the content, images, brand, look and feel, tone of voice and products that are used within the design and overall design and layout.

## The Service Provider must manage the website maintenance and support for technical issues in accordance to the requirements set out in the Service Level Agreement, see Section 7.

## The core purpose of the TfL Visitor Shop is to offer visitors the opportunity to purchase the VOC & Travelcards. The shop should also offer the capability to add Emirates Airline and London Transport Museum tickets and potentially the ability to purchase Santander cycles passes. However, the website is to have no interconnections with the TfL network or resources. It is to be created with TfL branding and use a URL provided by TfL.

## The website must comply with Data Protection Legislation, which includes, but is not limited to, the Privacy and Electronic Communications Regulations 2003 (PECR).

* This includes a requirement to comply with the PECR obligation to only place non-essential cookies (and similar technologies) where user consent has been granted. The standard of consent, including records maintained, must be in accordance with Data Protection Legislation. See Appendix 7.
* Cookie consent management functionality must be implemented prior to setting any non-essential cookies on a user’s web browser and this requirement will form a part of the Acceptance Testing (see 4.8 below). TfL utilises a tool (Cookiebot) on TfL websites to manage this process – the Authority and the Service Provider will discuss the implementation of Cookiebot upon award.

## Website Functionality

The website must provide:

* + 1. online shopping e-commerce functionality;
		2. Customers with translation functionality. As a minimum: English, German, French, Italian, Spanish, Russian, Japanese, Mandarin, Portuguese (Brazilian).
		3. Multi-currency support, as a minimum: Pound Sterling, Euro, Japanese Yen, United States Dollar, Brazilian real, Russian rouble, Chinese Yuan.
		4. Full customer order processing, including secure payments and multiple payment methods;
		5. PCI DSS (Payment Card Industry Data Security Standard) compliance with the latest version, as may be updated from time to time;
		6. Customers with the ability to purchase as a guest;
		7. Data migration.

**4.7 Additional Website Requirements shall include, but not be limited to the following:**

1. The website must comply with TfL Cyber Security requirements/standards and Data Protection Legislation as outlined in section 4.5 and 4.11, and in line with policies in Appendix 6 and 7.
2. The Service Provider must procure and install the Secure Sockets Layer (SSL) certificate. In line with TFL encryption policy (see Cyber Security Annexes attached to this Specification) the Authority expects that data will be encrypted in transit and at rest. This will involve using an SSL Certification Authority (CA), TLS 1.2 or higher for encryption of data in transits and a hashing technology for data at rest such as TDE or hashing technology.
3. The website must meet the Service Level Agreement as stated in Section 7.
4. The website must adhere to TfL Digital Design guidelines: <http://content.tfl.gov.uk/design-style-guide.pdf> for look and feel and standards and regulations in our Digital Toolkit considered: https://tfl.gov.uk/info-for/suppliers-and-contractors/digital-toolkit. The website will need to be designed to be accessible and usable for everyone: <https://tfl.gov.uk/info-for/suppliers-and-contractors/digital-design-toolkit/digital-accessibility-standard>.

**4.8 Website Acceptance**

1. Once the Website has been created in accordance to 3.2.3 and the requirements of section 4.1,2,3,4,5. the Service Provider will need to invite TfL to run Acceptance Tests.
2. In the event that the Acceptance Tests are not passed, the failures that cause the relevant tests to be failed shall be drawn up by the Service Provider and presented to TfL for discussion as how best to rectify.
3. The Service Provider shall remedy any defects promptly, within 4 working days, in order to ensure that the website passes the Acceptance Tests on a retest.

## 4.9 Website content and branding

* + - 1. The Service Provider shall provide TfL with a mock-up of the site ahead of Acceptance Testing. Only feature content on the website that has been approved in advance by TfL in writing.
			2. The Service Provider will be required to update the content provided by TfL from time to time, generally in line with annual fare updates.
			3. The Service Provider will manage all content, including any seasonal or time sensitive messages which may be needed for the website. Written approval shall be provided for all such messages.

## 4.10 Payment processing

1. The Service Provider will enter into a sub-contract with a third-party gateway payment processor to facilitate secure sales payments on the TfL Visitor Shop, which must meet Payment Card Industry (PCI) Data Security Standard (DSS) Regulations, to be approved in writing by TfL and engaged by the Service Provider at the Service Providers request.
2. Monies collected from the TfL Visitor Shop will be deposited in the Service Providers bank account and;
	1. Retained for VOC and Travelcard purchases
	2. Transferred to London Transport Museum, Emirates Air Line and Santander Cycle Hire accounts on a periodic basis; see process flow in Appendix 10

## 4.11 Cyber Security

## The Service Provider will meet TfL’s cyber security requirements, see Appendix 6, and complete an assessment of these requirements which include implementation of the National Cyber Security Centre (NCSC) top 10 steps to cyber security, encryption and security testing including penetration tests where applicable. TfL Technology and Data team will work with the Service Provider to ensure all tests are completed. The Service Provider will be required to have a security management schedule agreement and share this with TfL Technology and Data team at the start of the contract.

## 4.12 Accessibility

The website must comply with The Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018 by meeting WCAG2.1 AA standards and including an accessibility statement. TfL’s Digital Accessibility Standards can be found here: <https://tfl.gov.uk/info-for/suppliers-and-contractors/digital-design-toolkit/digital-accessibility-standard>.

Proof of compliance will be required in the form of an accessibility audit report.

# account management

The Service Provider shall provide an Account Manager to manage this contract on behalf of the Service Provider. They will be the point of contact for TfL and carry out the day to day duties of this role. The Account Manager will be named in the Service Provider’s proposal and will:

* + 1. have managerial responsibility for the contract, including for training, administration and HR;
		2. be responsible for the production and execution of the plan for development and maintenance of the Visitor Shop Website;
		3. have managerial responsibility for stock management and lead on the Service Provider’s relationship with Cubic;
		4. have managerial responsibility (through its finance team) for the processing of money through the TfL Visitor Shop;
		5. develop an international marketing plan to engage with trade partners
		6. procure that the Service Provider's London based Marketing Team promotes the VOC in social media initiatives, global CRM programme, international research and insights provision.

## The Service Provider Account Manager

The Service Provider Account Manager shall be the lead point of contact with TfL & shall have the lead on the actions below:

1. Liaise with overseas markets and to get VOC front of mind in all communications and maximise VOC offline orders from local trade. See 3.2.1 Global Marketing of the VOC and 3.2.2 Trade Partners Account Management for full details for full list of requirements.
2. Provide Customer Support to both the Trade Partners and TfL Visitor Shop customers regarding product queries. See 3.2.2 Trade Partners Account Management and 3.2.6 Management of all customer service enquiries for full list of requirements.
3. Share all relevant insights and research with TfL.
4. Update any VOC marketing materials: enlisting a translation company and graphic design agency to make the amends as necessary and in line with annual fare increases (January 2nd). There are currently two versions of the VOC leaflet, an online and a high-resolution file for printing. The VOC leaflet is available in 13 languages: English, French, Dutch, German, Italian, Spanish, Polish, Portuguese, Chinese (Mandarin), Japanese, Russian, Korean, Arabic.
5. Day to day liaison with Cubic; Referring all orders of over 200 cards to Cubic. Liaising with Cubic to on board new Trade Partners.

**5.2 TfL Stakeholder Account Management**

1. Quarterly meetings to take place between TfL and Service Provider to discuss collective VOC performance, trends, new Trade Partners and opportunities for growth. In addition to an overview of TfL Visitor Shop traffic and sales.
2. Provide TfL with periodic payments of sales income from ticket sales of; Emirates Airline, London Transport Museum and Santander Cycle Hire. See Appendix 10 for Process Flow that outlines.
3. Periodic Reporting: to include the following;

**A traffic report of the TfL Visitor Shop** detailing:

* + 1. Visits to the website, and where they have come from for each link, so we can track incoming business
		2. Conversion of sales
		3. Visits made by each country
		4. Sales made: Quantity of products purchased and revenue, conversion rate, country stats and channels driving traffic.
		5. Page views
		6. Referral sources
		7. Fulfilment of items within SLA timescales

**VOC Sales report** detailing:

* + 1. VOC’s purchased by each Trade Partner; including quantity of cards, the gross and net value of the cards
		2. A graph of sales growth over the year, comparing sales to the previous three years.
1. Quarterly Reporting

a. Provide TfL with a report on the number of enquires received and dealt with from the Visitor Shop and Trade Partners.

b. Highlight key themes and propose improvements to address issues in VOC

marketing, or website content where required.

# INFORMATION GOVERNANCE (INCLUDING DATA PROTECTION AND FREEDOM OF INFORMATION)

6.1 All services and systems will be in compliance with Data Protection Legislation (see Appendix 7) and as outlined in Schedule 2 of The Contract.

6.2 The Service Provider must be aware that TfL is subject to FOI Legislation and they will be required to assist and cooperate with TfL to enable TfL to comply with its obligations under FOI Legislation. This includes, but is not limited to:

* the prompt (within two days) transfer of Information Access Requests to TfL
* the prompt (within five days) provision to TfL of Information held by the Service Provider on behalf of TfL when requested

TfL may be obliged under FOI Legislation to disclose information without consulting or obtaining consent from the Service Provider.

6.3 All services and systems will be in compliance with the TfL Information Governance policies (see Appendix 7)

# SERVICE LEVEL AGREEMENTS (SLAS)/KEY PERFORMANCE INDICATORS (KPIS)

The contract extension option will be subject to a satisfactory performance based on the KPI’s outlined below.

|  |  |
| --- | --- |
| Total Sales KPI | 1. Performance will be judged against a pre-agreed sales target for the VOC for year 2 onwards. For the first year of the contract, TfL & Service Provider to discuss sales figures at quarterly meetings to assess the impact of pandemic on sales, For reference, pre-pandemic target figures were to be a minimum of the £24m achieved in 19/20, comprised of total sales made by all VOC Trade Partners.
2. The number of existing Trade Partners that are maintained annually and the creation of new partners. Target to be agreed upon contract and monitored quarterly for potential adjustment dependent on results as between the parties.
3. The number of products sold through the TfL Visitor Shop. For reference, pre-pandemic target figures were to be a minimum of 150,000 of total products sold. TfL & Service Provider to discuss sales figures at quarterly meetings to assess the impact of pandemic on sales & set realistic targets for year 2 and beyond.

Failure to meet KPIs will result in a performance management meeting to manage performance |
| Website  | 1. The Service Provider will use its best endeavours to resolve any issues with the Website in accordance with the following timescales:

Priority Level Resolution Time ~1. Priority 1 (issue requiring urgent attention such as total non-availability of service) Less than 7 Hours
2. Priority 2 (loss of some functionality to all users)Less than 14 Hours
3. Priority 3 (An issue that does not affect the functionality of service, or only effects limited users – i.e. on a particular browser) less than 21 Hours.
4. During the Term of the Contract the Service Provider shall ensure that the Website is available at least 99.5% of the time in each calendar month.
5. The selected Service Provider shall be responsible for resolving customer facing issues associated with the website. Resolution timescales should be as follows:

 1. Critical requests (e.g. non-availability of service) to be resolved within 24 hours
2. Non-critical requests (e.g. minor bugs or content change requests) to be resolved within 72 hours
3. The selected partner shall ensure that planned maintenance disrupts access to the solution for no more than 4 hours during off peak hours only (which is defined as being from the hours of 00:00 to 06:00) during the following scenarios:
* Deployment of new customer facing information
* Routine maintenance of the website
1. The solution shall ensure that any unplanned system / functionality downtime is resolved within 4 hours.
2. The solution shall include a resilience plan, in the event its functionality fails to perform as expected for more than 24 hours at any given time.
3. The solution shall ensure that any resilience plan maintains the agreed performance and volumetric standards that were originally set (prior to the resilience plan being implemented).
4. The website shall enable users to access its functionality 24 hours a day, 365 days a year.
5. The website shall ensure an availability rate of 99.5%.
6. The website shall respond to each individual user request in seconds (i.e. if a customer clicks a 'submit' button to finalise their VOC order, then their request shall be processed by the solution almost instantaneously – assuming they have a good internet connection).
7. The website shall accommodate up to 1,000 concurrent customer requests, without slowing down or negatively impacting the user experience or website performance.
 |
| Fulfilment | 1. All VOC and Travelcards purchased from the Visitor Website must be despatched within 3 business days.
2. All e-tickets purchased from the Visitor Website must be sent within 2 hours of purchase.
3. Fulfil all orders using the shipping method selected
 |
| Customer Service, Complaints and Questions | 1. Provide a full resolution to each customer query within 2 days of receipt of the query.
2. Response time to TfL and escalation within one working day.
3. Response time to the Trade Partner within one working day.
 |
| Accounts Payable | 1. Service Provider to pay TfL revenue received on London Transport Museum and Emirates Airline tickets (Santander Cycle Hire in 2021) each period.
 |

6.PROJECT *This section*

# PROJECT PLAN/TIMESCALES

|  |  |
| --- | --- |
| **Key milestones** | **Indicative Date** |
| Date of contract award | 27 August 2021 |
| Kick –Off Meeting. Refined project plan to be shared with TfL. | 3 September 2021 |
| Handover between existing and new Service Provider to commence | September |
| Website ready to be tested by TfL Cyber Security Team | W/C 27th September 2021 |
| Year 1 marketing proposals to be shared with TfL  | W/C 4th October 2021 |
| Website tested, accepted and ready to go live Customer Service Provision ready to go live.  | No later than 15th October2021 |
| Marketing activity to begin | 1 November 2021 |
| Website, fulfilment and Customer Service provision goes live  | 1 November 2021  |

The above dates are for guidance only and may be subject to change.

# APPENDICES

**Appendix 1**

Examples of marketing materials



**Appendix 2**

**An example of monthly report**



**Appendix 3**

**Top products sold on the TfL Visitor Shop**

As an indicative model; Table 1 shows the revenue that would have been earned by the Service Provider (based on the 13% commission model) on the top products sold on the TfL Visitor Shop based on 2019-20 sales.

|  |  |  |  |
| --- | --- | --- | --- |
| **Product**  | **Units sold\*** | **Commission (retained by Service Provider per Card)** |  **Commission (retained by Service Provider per Product)** |
| Visitor Oyster Card London: £30 credit | 24,000+ units  | £3.90 | £93,600 |
| Visitor Oyster Card London: £15 credit | 20,000 units | £1.95 | £39,000 |
| Visitor Oyster Card London: £20 credit | 19,500 units | £2.60 | £50,700 |
| Group Day London Travelcard, 1 Day, Zones 1-6, Off Peak: Child (5-15) | 26,500 units | £0.57 | £15,105 |
| Visitor Oyster Card London: £25 credit | 17,500 units | £3.25 | £56,875 |
| Visitor Oyster Card London: £10 credit | 14,000 units | £1.30 | £18,200 |
| Group Day London Travelcard, 1 Day, Zones 1-6, Off Peak: Adult (16+) | 12,000 units | £1.14 | £13,680 |
| Visitor Oyster Card London: £50 credit | 9,000 units | £6.50 | £58,500 |
| Visitor Oyster Card London: £40 credit  | 8,000 units | £5.20 | £41,600 |

\* Units have been rounded for the purpose of this tender

**Appendix 4**

**Enquiries from Customers**

Examples of enquiries received from customers of the TfL Visitor Shop

Operational based enquiries:

* responding to enquiries on late or lost deliveries,
* assisting customers when they are missing order confirmation emails
* answering enquiries about postage.

Sales enquires:

* dealing with order cancellations (before dispatch),
* customers who experience a problem with processing payment; they may require advise or their card whitelisted
* general advice on which travel ticket to buy based on their holiday plans

**Appendix 5**

Examples of enquiries received from Trade Partners regarding the VOC

* Cubic enquiries; I would like to place a new order, I would like to become a trade partner
* Questions on fare increases (normally at the beginning of the year) so the trade can update their promotional materials
* Can you come to my office and provide product training?
* Do you have any marketing materials for us to use?

### Appendix 6

The Service Provider is expected to take note and work within TfL’s Cyber Security Policies which are listed below, but which are provided separately as an Annex to this Specification in documents ‘S1740 A2 Cryptography’ and ‘S1741 A1 Cloud Cyber Security’.

**Cyber Security Policies**

* TfL Cloud Cyber Security Policy
* TfL Cryptography Standard
* TfL Cyber Security Incident Management Policy
* TfL Cyber Security Risk Management Policy
* TfL Home and Mobile Working Policy
* TfL Malware Prevention Policy
* TfL Network Cyber Security Policy
* TfL Physical Security of IT Equipment Standard
* TfL Removable Media Policy
* TfL Secure Builds and Configurations Policy
* TfL Security Logging, Monitoring and Audit Policy
* TfL System Access Control Policy
* TfL Third Party Cyber Security Policy

**National Cyber Security Centre (NCSC) top 10 steps to cyber security**

10 pieces of technical advice you should consider putting in place

* [Risk Management Regime](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/risk-management-regime)

Why defining and communicating your Board’s Information Risk Management Regime is central to your organisation’s overall cyber security strategy.

* [Secure Configuration](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/secure-configuration)

Having an approach to identify baseline technology builds and processes for ensuring configuration management can greatly improve the security of systems. You should develop a strategy to remove or disable unnecessary functionality from systems, and to quickly fix known vulnerabilities, usually via patching. Failure to do so is likely to result in increased risk of compromise of systems and information.

* [Home and mobile working](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/home-and-mobile-working)

Mobile working and remote system access offers great business benefits but exposes new risks that need to be managed. You should establish risk-based policies and procedures that support mobile working or remote access to systems that are applicable to users, as well as Service Providers.

* [Incident management](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/incident-management)

All organisations will experience security incidents at some point. Investment in establishing effective incident management policies and processes will help to improve resilience, support business continuity, improve customer and stakeholder confidence and potentially reduce any impact.

* [Malware prevention](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/malware-prevention)

Malicious software, or malware is an umbrella term to cover any code or content that could have a malicious, undesirable impact on systems. Any exchange of information carries with it a degree of risk that malware might be exchanged, which could seriously impact your systems and services. The risk may be reduced by implementing appropriate security controls as part of an overall 'defence in depth' approach.

* [Managing user privileges](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/managing-user-privileges)

Giving users unnecessary system privileges or data access rights means that if the account is misused or compromised the impact will be more severe than it needs to be.

* [Monitoring](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/monitoring)

System monitoring provides a capability that aims to detect actual or attempted attacks on systems and business services. Good monitoring is essential in order to effectively respond to attacks. In addition, monitoring allows you to ensure that systems are being used appropriately in accordance with organisational policies. Monitoring is often a key capability needed to comply with legal or regulatory requirements.

* [Network security](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/network-security)

The connections from your networks to the Internet, and other partner networks, expose your systems and technologies to attack. By creating and implementing some simple policies and appropriate architectural and technical responses, you can reduce the chances of these attacks succeeding (or causing harm to your organisation). Your organisation's networks almost certainly span many sites, and the use of mobile / remote working, and cloud services, makes defining a fixed network boundary difficult. Rather than focusing purely on physical connections, think also about where your data is stored and processed, and where an attacker would have the opportunity to interfere with it.

* [Removable media controls](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/removable-media-controls)

Removable media provide a common route for the introduction of malware and the accidental or deliberate export of sensitive data. You should be clear about the business need to use removable media and apply appropriate security controls to its use.

* [User education and awareness](https://www.ncsc.gov.uk/collection/10-steps-to-cyber-security/the-10-steps/user-education-and-awareness)

Users have a critical role to play in their organisation’s security and so it's important that security rules and the technology provided enable users to do their job as well as help keep the organisation secure. This can be supported by a systematic delivery of awareness programs and training that deliver security expertise as well helping to establish a security-conscious culture.

**Appendix 7**

The Service Provider is expected to adhere to the below Legislation and any subsequent Legislation which may replace or amend it:

**Data Privacy and Protection**

* [UK General Data Protection Regulation (‘UK GDPR’)](https://www.gov.uk/government/publications/data-protection-law-eu-exit)
* [General Data Protection Regulation (EU 2016/679 ‘EU GDPR’)](https://ec.europa.eu/commission/priorities/justice-and-fundamental-rights/data-protection/2018-reform-eu-data-protection-rules_en%22%20%5Ct%20%22_blank)
* [The Data Protection Act 2018](http://www.legislation.gov.uk/ukpga/2018/12/contents/enacted)
* [The Privacy and Electronics Communications Regulations 2003](http://www.legislation.gov.uk/uksi/2003/2426/contents/made)
* [Statutory codes of practice issued by the ICO, in relation to such legislation](https://ico.org.uk/)

TfL Information Governance Policies

The Service Provider is expected to take note and work within TfL’s Information Governance Policies which are listed below, but which are provided separately as an Annex to this Specification.

* Information Access Policy
* Information and Records Management Policy
* Information Security Policy
* Privacy and Data Protection Policy
* Corporate Archives Policy

**Appendix 8**

The Service Provider is expected to adhere to the below as a condition of their submission:

**Payment Card Industry**

* [Payment Card Industry Data Security Standard v3.2.1](https://www.pcisecuritystandards.org/documents/PCI_DSS_v3-2-1.pdf?agreement=true&time=1554559800476)

**Appendix 9**

Form of Purchase Contract

###### C2.2 - SCHEME OF SUPPLY FOR DISTRIBUTORS OF OYSTER CARDS FOR VISITORS

**TERMS OF SUPPLY**

**Transport Trading Limited** ("the Authority") acting through its Managing Agent **Cubic Transportation Systems Limited** ("Cubic"), whose registered office is situated at AFC House, Honeycrock Lane, Salfords, Redhill, Surrey RH1 5LA; and

. . . ... . .. . .. . . . . .. . . . . .. ... . .. . .. . . . ... ... .... .. ("the Customer") whose registered office is at. .. . . . ... . .. ... ... ... . .. . . . ... ... . . . . . . . . . ... . .. ... . . . . . . ... ... ... ... . . .... . .. . .. . . . . .. ... . . . . . .

WHEREAS

1. the Authority has appointed Cubic as its Managing Agent. Any reference in this Agreement to "Managing Agent" means Cubic (or such other agent whom the Authority may, by giving written notice in writing, notify the Customer) acting as the Authority's agent for the purpose of performing the Authority's obligations and exercising the Authority's rights under this Agreement. For the avoidance of doubt, any reference in this Agreement to an obligation or a right of the Managing Agent is an obligation or a right of the Authority to be performed or exercised by the Managing Agent in its capacity as the Authority's agent.
2. the Authority has entered into an agreement with the Managing Agent for the provision of ticketing services which includes services to distributors of Oyster cards for visitors (the "Services Agreement").

B The Managing Agent will supply Oyster cards (hereinafter "Cards") for distribution to customers, in accordance with conditions specified by the Authority including Transport for London's Conditions of Carriage, the Services Agreement and the terms of this Agreement.

It is hereby agreed as follows:

1. **Nature of Cards provision**
	1. The Cards to be supplied will be agreed in advance by the Managing Agent and the Customer based on a formal order submitted by the Customer either by email or by facsimile or in writing to the Managing Agent as detailed in clause 7.
2. **Card Pricing**
	1. The price of the Card that shall be paid by the Customer is non-refundable and shall be £5 plus the amount of money loaded on the Card, such price being subject to review and change by the Authority at any time and such change to be notified by in writing to Customer by the Managing Agent.
3. **Terms of the Agreement**
	1. The Managing Agent will despatch the Cards to the Customer in accordance with the order submitted by the Customer pursuant to clause 2.1 above, within 10 working days of receipt of such order.
	2. The Cards will be despatched by one of the following methods: First Class Post, Registered Post or by Courier. Details of any additional charges will be made available at the time of placing the order. If the Customer requires an alternative means of carriage then the excess costs will be chargeable to the Customer. A handling charge of £2. 50 will be applied where the quantity of Cards ordered is less than 1000.
	3. A commission of 13% will be allowed on the money loaded on the Cards listed in Annex A (such Cards being subject to review and change by the Authority at any time and such change to be notified to Customer in writing by the Managing Agent).
	4. the Authority, the Managing Agent or the Customer may serve notice to terminate this Agreement at any time by 7 days written notice. If the Agreement is so terminated and a refund of unused Cards is payable, such Cards must be returned to the Managing Agent within 28 days of the date of termination. The Managing Agent will endeavour to arrange for any refunds of unused Cards to be made within 21 days of receipt of such unused Cards.

* 1. Where this Agreement is terminated by the Authority or the Managing Agent then the Managing Agent's obligation to refund unused Cards as set out in clause 3.4 above shall be subject to the prior deduction of any amounts owing to the Authority.
	2. Where this Agreement is terminated by the Customer, then the Managing Agent's obligation to refund unused cards as set out in clause 3.4 above shall be subject to the prior deduction of
		1. a 2.5% handling charge; and
		2. any amounts owing to the Authority.
	3. The Customer shall be responsible for and indemnify the Authority against all expense, liability, loss and claims arising out of or in consequence of the Customer's [performance or]1 non-performance of its obligations under this Agreement.
	4. The Customer shall not engage in any conduct that in the opinion of the Authority is prejudicial to the business of the Authority.
	5. The Customer shall not retail the cards at sites within the M25 Motorway boundary unless otherwise authorised in writing by the Authority.
1. **Payment Terms Cash on Order Customers**
	1. The Customer is required to provide full payment to accompany each order submitted by the Customer.
2. **Returns**
	1. Where Cards are returned to the Managing Agent or the Authority, a handling charge will be applied as shown below:

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Less than 50 Cards | Free |
| 50-99 Cards inclusive | £5.00 |
| 100-199 Cards inclusive | £8.00 |
| 200 or more Cards | £10.00 |

Number of Cards Returned Administration Charge (per order)

The Customer may only make one return against an individual despatch note. Each subsequent return against that despatch note will incur an administration charge of

£10.

1. **Lost Cards**
	1. The Customer shall be responsible for the security of Cards in its possession. From receipt of any Cards the Customer shall bear all liability for any loss, theft or damage to such Cards. No refund shall be paid and no free replacement Cards shall be provided for such lost, stolen or damaged Cards.
2. **Communication with the Managing Agent**
	1. Communication to the Managing Agent shall be to: Oyster Sales Service (OSS),

Unit 1b,

Harbour Quay, Wood Wharf, Isle of Dogs,

London E14 9QP, England

Fax: +44 (0)20 7712 1151

Email: TSSOrders@hp.com

1. **Change of Managing Agent**
	1. the Authority may at any time change the Managing Agent. the Authority will notify the Customer of such change in writing.
2. **Acceptance of Terms**
	1. The Customer agrees and acknowledges that in receiving Cards under this Agreement they also accept the Terms and the Conditions applicable to travel imposed by Transport for London on the use of such Cards.
	2. The Customer confirms that they will comply with the terms stated above:

**Signed Name**

**For Customer Date**

**Signed Name**

**For CUBIC as Managing Agent**

**for TRANSPORT TRADING LIMITED**

**Date**

**Annex A**

**Card Description Status**

|  |  |  |
| --- | --- | --- |
| Oyster card loaded with £10 Oyster card  |  | Adult |
| loaded with £15  |  | Adult |
| Oyster card loaded with £20 Oyster card  |  | Adult |
| loaded with £25  |  | Adult |
| Oyster card loaded with £30 Oyster card  |  | Adult |
| loaded with £35  |  | Adult |
| Oyster card loaded with £40 Oyster card  |  | Adult |
| loaded with £50 |  | Adult |

[The above is the current full range of values available - the range may be tailored to the individual circumstances and may be reviewed in future in conjunction with revised fare]

**Appendix 10**

Flow Processes



