

## **SCHEDULE A01 - INTERPRETATION**

### **DEFINITION OF TERMS**

As used in this Codified Agreement, the following terms have the following meanings.

**Acceptance:**

Acceptance of a POCL Service or Release in accordance with the relevant Acceptance Procedure.

**Acceptance Criteria:**

The criteria for Acceptance of POCL Services or Releases as agreed in writing by POCL and the Contractor. This includes the Operational Trial Criteria.

**Acceptance Incident:**

Any unusual or undesirable occurrence, or request for advice and guidance, which has been reported in writing by POCL to the Contractor for analysis in respect of an Acceptance Test.

**Acceptance Period:**

The period identified in the appropriate Acceptance Specification as the allowable time for an Acceptance Test. This includes the Operational Trial Period.

**Acceptance Procedure:**

Any procedure agreed for Acceptance of a POCL Service or a Release.

**Acceptance Specification:**

A document describing the details of an Acceptance Test.

**Acceptance Test:**

A process, defined in any Acceptance Procedure, for determining whether a Service meets the relevant Acceptance Criteria, and which may include Acceptance Trials, Acceptance Reviews, or both of these.

**Additional POCL Service:**

Any POCL Service to be supplied pursuant to Clause 204 of this Codified Agreement.

**Additional Product:**

Any Product to be supplied pursuant to Clause 207 of this Codified Agreement.

**Advertisement:**

The advertisement placed by POCL and the DSS in the Official Journal of the European Communities on 30 August 1994 for the supply of (inter alia) the POCL Service Infrastructure and the POCL Services.

**Agent:**

Any person authorised to operate a franchise post office or sub-post office, including without limitation sub-post masters on a non-franchise contract, and franchisees of post offices or sub post offices.

**ALPS:**

An existing POCL order book control system.

**AP:**

Automated payment, effected by the Automated Payment Service.

**APACS:**

The Association for Payment and Clearing Services.

**AP Client Specification:**

A document describing an APS Client Service Type.

**Application:**

A Service delivered through and dependent upon the medium of the POCL Service Infrastructure.

**approve:**

To approve in writing, and related terms shall be construed accordingly.

**APPU:**

Automated payments peripherals unit.

**APS:**

Automated Payment Service (q.v.).

**APS Client Service Type:**

Each APS Client Service Type is a particular variant of APS characterised by a specific Token, specific processing rules and specific Client communication protocols. Each APS Client Service Type is documented in an AP Client Specification.

**APS Generic Rules:**

A document describing generic rules for APS.

**APT:**

The Automated Payment Terminal.

**Associated Fee:**

A fee charged by POCL to Customers on its own or a Client's behalf for a service or goods, that is collected when the service is performed or the goods are supplied.

**ATM:**

Automated teller machine.

**Attachable Computer System:**

A computer system (provided either by the Contractor under this Codified Agreement, or by any other party authorised by POCL and agreed with the Contractor) authorised by POCL for connection to the POCL Service Infrastructure.

**Authorised Official:**

A person authorised by POCL to sanction alterations or modifications to POCL Premises.

**Authorised Person:**

A person authorised to collect a benefit payment.

**Authorising Officer:**

A representative of POCL who has authority to raise orders, authorise invoices, and may make decisions on specified areas on behalf of POCL.

**Authorities' Agreement:**

The agreement dated 15th May, 1996 between DSS, POCL and the Contractor, referred to in Recital (b) to this Codified Agreement.

**Automated Payment Service:**

The automated payment service supplied by the Contractor pursuant to Clause 405.1 of this Codified Agreement.

**Balance:**

The process of reconciling the cash and Stock on hand at the start and end of a period (which may be a POCL Outlet Accounting Period) with sales and receipts during the period.

**Balancing Period:**

The time between final Balances of a Stock Unit.

**Beneficiary:**

A person entitled to receive one or more benefits.

**Board:**

Any of the bodies referred to in paragraph 2.1.2 of Schedule A04.

**Cash Account:**

The method by which the Transactions performed and the cash and Stock on hand at the end of a POCL Outlet Accounting Period are declared to POCL main accounting offices.

**Cash-Back:**

An EFTPOS arrangement which allows a Customer to draw cash as part of a normal Transaction.

**Cash Centre:**

A centre that manages and distributes value items for the POCL network.

**Cash Flow Reporting:**

Reporting by an Outlet to a counters remittance unit at the end of the POCL Outlet Accounting Period. Each such report consists of a summary over the POCL Outlet Accounting Period of the daily declarations made at close of business of its cash in

hand, cash Remittances sent and cash Remittances received, by denomination, during that day.

**CCB:**

Change Control Board (q.v.).

**CCD:**

Contract Controlled Document (q.v.)

**CCN:**

Change Control Note (q.v.).

**Change Control Board:**

The body referred to as such in the Management Table in the Annex to Schedule A04.

**Change Control Note:**

A document used in the Change Control Procedure and defined in Schedule A05.

**Change Control Procedure:**

The procedure for change specified in Schedule A05.

**Change Request**

A request to make a change for the purpose of paragraph 3 of Schedule A05.

**Charges:**

The charges payable by POCL under this Codified Agreement, including Schedule A12.

**Client:**

An organisation on behalf of which POCL provides a service to Customers at Outlets.

**Client Service Type:**

A variant of a standard service with detailed aspects of that service customised to meet a specific Client's needs.

**Commercial Director of ICL:**

The Director, Commercial and Legal Affairs of ICL or his successor from time to time.

**commit:**

In relation to a Transaction, to execute a Transaction Committal for that Transaction. Related terms shall be construed accordingly.

**Composite Product:**

A method of handling cash or Value Stock in which a number of POCL Product lines are combined for handling.

**Confidential Information:**

All information designated as such by either party hereto in writing together with the existence and terms of this Codified Agreement, the negotiations relating thereto and all other information (whether in writing or not) which relates to the business, affairs,



Products, developments, trade secrets, know-how, personnel, customers and suppliers of either party or information which may reasonably be regarded as the confidential information of the disclosing party.

**Contingency Services:**

The contingency services specified in Schedules E9, F9, G11, H9 and K9 of this Codified Agreement, to be performed pursuant to Clause 410 of this Codified Agreement.

**Contract Administration Board:**

The body referred to as such in the Management Table in the Annex to Schedule A04.

**Contract Controlled Document:**

A document which is referred to in this Codified Agreement and which the parties have agreed may only be amended through the Change Control Procedure.

**Contract Referenced Document:**

A document which is referred to in this Codified Agreement and which the parties have agreed may be amended other than through the Change Control Procedure.

**Contract Steering Group:**

The body referred to as such in the Management Table in the Annex to Schedule A04.

**Contracted Transaction Time:**

The time set out in this Codified Agreement against which a Transaction is measured for determining performance against Service Levels.

**Contractor Consumables:**

The consumables which are required for the performance of the POCL Services by the Contractor, other than consumables so used on the POCL Premises.

**Contractor's Representative:**

The person so notified to POCL by the Contractor.

**Contractor's Software:**

The software identified as such in Schedule B01.

**Core System:**

Such of the Core System Services as are to be provided during the currency of the Core System Release in accordance with Clauses 201.3 and 201.6.

**Core System Plus:**

Such of the Core System Services as are to be provided during the currency of CSR+ in accordance with Clauses 201.3 and 201.6.

**Core System Products:**

The Products to be supplied pursuant to Clause 205 of this Codified Agreement.

**Core System Release:**

The Release defined in the CCD entitled "ICL Pathway Core System Release Contents Description".

**Core System Services:**

The POCL Services to be supplied pursuant to Clause 201 of this Codified Agreement.

**Counter Clerk:**

Any person who serves Customers at a Counter Position in a post office.

**Counter Equipment:**

The PC's, printers, screens, local area network and other equipment installed by the Contractor in post offices for the provision of the POCL Services.

**Counter Position:**

A serving position in a post office, where a Customer transacts business with a Counter Clerk.

**CRD:**

Contract Referenced Document (q.v.)

**CSR:**

Core System Release (q.v.)

**CSR Acceptance**

The meaning ascribed thereto in paragraph 1 of Schedule A11.

**CSR Acceptance Specifications, CSR Acceptance Tests, CSR Core Observation Period and CSR Operational Trial Review Period:**

The meanings respectively ascribed to them in Schedule A11.

**CSR+**

The Release defined in the CCD entitled "ICL Pathway Core System Release Plus Contents Description".

**CS Completion Date:**

The date by which Roll Out of the Core System shall have been completed to 99 per cent. of all Outlets scheduled to be installed under Part A of the Roll Out Programme, as amended from time to time through the Change Control Procedure (excluding those referred to in paragraph 5.10.1(b) of Schedule A12).

**Customer:**

A person transacting, or seeking to transact, business with POCL through any of the Services.

**Customer Session:**

A set of contiguous Transactions recording business transacted by a single Customer.

**Data File:**

A set of electronic data, contained within a single file and held or used within, or transmitted over, any of the POCL Services provided by the Contractor.

**Default:**

Any breach of the obligations of either party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Codified Agreement and in respect of which such party is liable to the other.

**Deliverable:**

An item which the Contractor is required to provide under the terms of this Codified Agreement, including without limitation Products.

**Deposited Software:**

All software designated as such in Schedule B01.

**Development Services:**

The development services to be performed by the Contractor pursuant to Clause 403 of this Codified Agreement.

**Dispute Resolution Procedure:**

The procedure set out in Clause 807 of this Codified Agreement.

**Distribution Centre:**

Sites from which cash, Value Stock and other items (other than data) are distributed to Outlets.

**DNS:**

Department for National Savings.

**Documentation:**

The documents listed in Schedule B03.

**DSS:**

The Secretary of State for Social Security, acting through and on behalf of the Department of Social Security and on behalf of the Department of Health and Social Security for Northern Ireland.

**DSS Agreement:**

The agreement between DSS and the Contractor dated 15th May, 1996 as referred to in Recital (b) to this Codified Agreement.

**DVLA:**

Driver and Vehicle Licensing Agency.

**ECCO+ :**

A POCL EPOS system installed in some Outlets.

**EFT:**

Electronic funds transfer.

**EFTPOS:**

Electronic Funds Transfer at Point of Sale: a term used to describe the debiting of Customers' accounts, usually through EPOS systems, for goods or services they purchase.

**End User:**

Any employee of the Post Office Group and any Agent or employee thereof.

**EPOS:**

Electronic Point of Sale: a term used to describe the systems typically used in retail shops and stores, at the point of customer service, for recording sales transactions.

**EPOSS:**

The EPOS Service supplied by the Contractor pursuant to Clause 405.2 of this Codified Agreement.

**Equipment:**

Any physical hardware (including but without limitation supply cords, interface cables and cords, User-installable components and peripherals) forming part of the POCL Service Infrastructure, or supplied under this Codified Agreement as an Optional Product or an Additional Product.

**ESNCS:**

The Electronic Stop Notice Computer System of DSS.

**Event:**

A recorded and auditable instance of business administration activity, such as the registration of a new User, or the production of a Report.

**Failed Acceptance:**

The failure to meet the thresholds referred to in paragraph 2.2 of Schedule A11 by the end of the relevant CSR Core Observation Period or deemed failure under paragraph 3.4 of Schedule A11.

**Final Deadline for CSR Acceptance:**

The date specified as such in Schedule B09.

**Governmental Regulation:**

Any United Kingdom primary legislation and any United Kingdom secondary legislation.

**Guarantor:**

Either of ICL plc or Fujitsu Limited.

**Hardware:**

Any hardware used by the Contractor to provide POCL Services under this Codified

Agreement including hardware supplied as a Core System Product or as an Optional Product or Additional Product.

**HCI:**

Human Computer Interface (q.v.).

**Help Desk:**

The Horizon System Help Desk, the initial point of call for Users in need of support relating to the POCL Services.

**Helpdesk:**

Help Desk (q.v.).

**Horizon System Help Desk:**

See Help Desk.

**HMG:**

Her (or His) Majesty's Government.

**Human Computer Interface:**

The presentation of computer systems to the User.

**Implementation Services:**

The implementation services to be supplied by the Contractor pursuant to Clause 404 of this Codified Agreement.

**IMS:**

The inventory management system used by POCL.

**Incident:**

Any perceived abnormal or undesirable occurrence relating to a POCL Service.

**Incident Resolution:**

The agreed closure of an Incident which may include the re-establishment of a POCL Service following an Incident or, where the Incident was found not to be an abnormal or undesirable occurrence, clarification of the incorrect perception.

**Incident Resolution Time:**

The time elapsed between the logging of an Incident by the Help Desk, and the Incident Resolution.

**Intellectual Property Rights:**

Patents, trade marks, service marks, design rights (whether registrable or otherwise), applications for any of the foregoing, moral rights, copyright, trade or business names and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom).

**Internal Code:**

Machine readable software supplied as an integral part of the Hardware and not listed herein.

**IPR:**

Intellectual Property Rights (q.v.).

**ISDN Agreements:**

The agreements to be transferred by POCL to the Contractor pursuant to Clause 401.3 of this Codified Agreement.

**IT:**

Information Technology.

**LAN:**

Local Area Network.

**LFS:**

Logistics Feeder Service.

**Logistics Feeder Service:**

The logistics feeder service supplied by the Contractor pursuant to Clause 405.5 of this Codified Agreement.

**M25 Rollout:**

Roll Out of a POCL Service to Outlets in the area within the M25 motorway which currently use ALPS.

**Management Services:**

The management services to be supplied by the Contractor pursuant to Clause 602 of this Codified Agreement.

**Managing Director of POCL:**

The Group Managing Director of the Post Office from time to time responsible for the businesses currently carried on by POCL (currently Mr. Stuart Sweetman).

**Merchant Acquirer:**

A company providing facilities to handle EFTPOS on line authorisations and signed vouchers, linking as necessary with Outlets and banks etc.

**Message:**

A set of electronic data for transportation from one computer system to another.

**Method of Payment:**

The form of payment recorded against a Transaction involving a Customer.

**Migration Specification:**

The CCD entitled "Provision of In-Office Migration Services".



**Minimum Acceptable Threshold:**

In respect of a Service Level, the agreed minimum level of Service that the Contractor must provide as stated in the relevant Service Level Schedule.

**MIS:**

Management Information Systems.

**NAO:**

National Audit Office.

**National Roll Out:**

Roll Out of the Core System to all Outlets scheduled to be installed under the Roll Out Programme (as amended from time to time through the Change Control Procedure).

**NCC:**

The National Computing Centre Ltd., Manchester.

**New Business Board:**

The body referred to as such in the Management Table in the Annex to Schedule AO4.

**NINO:**

A National Insurance Number issued to any natural person.

**Non-value Stock:**

Stock which has no intrinsic value but for which records are maintained of the levels on hand.

**NR Completion Date:**

The date by which Roll Out of the Core System shall have been completed to 99 per cent. of all Outlets scheduled to be installed under the Roll Out Programme (as amended from time to time through the Change Control Procedure).

**OBCS:**

Order Book Control Service (q.v.).

**OBCS Stop Lists:**

A list of order books on which action needs to be taken.

**Operational Business Change:**

Services as set out in the Operational Business Change Catalogue.

**Operational Business Change Catalogue:**

The CCD entitled "Operational Business Change Catalogue" which sets out processes and prices for operational changes at Outlets.

**Operational Services:**

The POCL Infrastructure Services, the Automated Payment Service, EPOSS, the Contingency Services, OBCS, LFS and any other relevant Optional POCL Services.

**Operational Trial:**

The operational trial to be performed pursuant to Clause 402 of this Codified Agreement.

**Operational Trial Criteria:**

The acceptance criteria for the Operational Trial, as set out in Schedule L3 of this Codified Agreement.

**Operational Trial Period:**

The period for performance of the Operational Trial Procedure, ending on the Operational Trial Acceptance Date.

**Operational Trial Procedure:**

The Acceptance Test procedure for the Operational Trial System, as described in Schedule A11 of this Codified Agreement.

**Operational Trial System:**

The trial system to be delivered for testing under the Operational Trial Procedure, as described in Schedule L1 of this Codified Agreement, to enable the functionality and performance of the POCL Service Infrastructure and the Core System to be tested.

**OPS:**

The Office Platform Service described in Schedule G1 of this Codified Agreement and supplied by the Contractor pursuant to Clause 405.3 of this Codified Agreement.

**Optional POCL Service:**

Any POCL Service to be supplied pursuant to Clause 202 of this Codified Agreement.

**Optional Products:**

Any Products to be supplied pursuant to Clause 206 of this Codified Agreement.

**Order Book Control Service:**

The order book control service supplied by the Contractor pursuant to Clause 405.4.

**Other Authorised Location:**

A site, other than an Outlet, where it may be necessary to install and use elements of the POCL Service Infrastructure, e.g. training sites, county shows, and exhibitions.

**Other Stock:**

All Stock other than Retail Stock, Security Stock and Value Stock, including leaflets, forms and various general consumables and supplies.

**Outlet:**

A post office or any other location where POCL (whether directly or by means of Agents) transacts business with Customers.

**Outlet Balance:**

The aggregate balance across all the Stock Units in an Outlet.

**Outlet Manager:**

The person who has the necessary authority within Outlets through whom arrangements for installation and implementation of the POCL Service Infrastructure and POCL Services at each Outlet can be made.

**Out of Hours Support:**

Support provided outside POCL Core Day.

**Parent Company:**

Any holding company (as defined in Section 736 of the Companies Act 1985).

**Parent Outlets:**

Larger Outlets which perform the accounting work for Satellite Outlets.

**person:**

Includes a partnership, a corporation or association (whether incorporated or unincorporated), as well as a natural person.

**PIVOT:**

The existing POCL MIS system which provides, inter alia, reports of numbers of transactions by Outlet.

**POCL:**

Post Office Counters Ltd. or such other subsidiary of the Post Office as may be nominated from time to time to take over the rights and obligations of Post Office Counters Ltd. under this Codified Agreement.

**POCL Agreement:**

The agreement between POCL and the Contractor dated 15th May, 1996 as referred to in Recital (b) to this Codified Agreement.

**POCL Application Services:**

The Automated Payment Service and OBCS.

**POCL Client Services:**

The services to be performed by the Contractor pursuant to Clause 203 of this Codified Agreement.

**POCL Consumables:**

The consumables to be supplied pursuant to Clause 208 of this Codified Agreement, as listed in Schedule B04 of this Codified Agreement.

**POCL Data:**

Means all data, information, text, drawings, diagrams, images or sounds which are embodied in any electronic or tangible medium, and which are supplied or in respect of which access is granted to the Contractor by POCL pursuant this Codified Agreement, or which the Contractor is required to generate for POCL under this

Codified Agreement, but excludes the Service Architecture Design Document and Documentation.

**POCL Core Day:**

08:00 to 20:00 Monday to Saturday inclusive, excluding bank holidays.

**POCL Infrastructure Services:**

The POCL Infrastructure Services to be performed by the Contractor pursuant to Clause 405.3 of this Codified Agreement.

**POCL Interface:**

An interface between a Service or Services and a POCL system or systems.

**POCL Outlet Accounting Period:**

The shortest normal accounting period applying within an Outlet, normally a week and running Thursday through Wednesday, but subject to variation at financial year end and to revision. It may be merged by agreement in individual Outlets, e.g. to enable sub-postmaster holidays.

**POCL Premises:**

All post offices, sub post offices, and other premises of POCL from time to time.

**POCL Product:**

An item, provided by POCL, for sale from Stock - or characterising a service provided - in an Outlet.

**POCL Reference Data System:**

The POCL-run system that maintains the POCL-originated Reference Data for the POCL Services.

**POCL Responsibilities:**

The responsibilities of POCL set out in Schedules A16, E3, F3 G5, H3 and K3 of this Codified Agreement.

**POCL's Agent:**

Any person(s) or organisation(s) authorised to act on behalf of POCL.

**POCL's Representative:**

The person so notified to the Contractor by POCL.

**POCL Service Architecture:**

The architecture of the Operational Services, the POCL Service Infrastructure and the POCL Service Environment.

**POCL Service Environment:**

POCL's computer, telecommunication and business operating systems and services, as described in Schedule 1 of this Codified Agreement, that are to be integrated with the POCL Service Infrastructure and the Operational Services to form the POCL Service Architecture.

**POCL Service Infrastructure:**

The Hardware and the Software and all other electronic, computer and telecommunications equipment which form the infrastructure to be utilised by the Contractor for the provision of the POCL Services, but does not include the POCL Service Environment.

**POCL Services, or Services:**

The Core System Services and all other obligations of the Contractor under this Codified Agreement.

**POCL Transferred Assets:**

The assets to be transferred by POCL to the Contractor pursuant to Clause 401 of this Codified Agreement, as listed in Schedule A09 of this Codified Agreement.

**Postmaster's Daily Record (PDR):**

Report forms used to summarise Girobank Transactions that are sent to the Client. There are currently forms for deposits and withdrawals in manual and automated offices, and a mixed (cash / cheque) deposit version in ECCO+ offices only.

**Post Office**

The statutory corporation so named and formed under the Post Office Act 1969.

**Post Office Group:**

The Post Office and its subsidiary companies.

**PostShop:**

A separate retail unit within a post office operated directly by POCL.

**PPDs:**

Process and Procedures Documentation.

**Products:**

Any products to be supplied under this Codified Agreement, including, where appropriate, the Core System Products and any Optional Products and Additional Products and any POCL Consumables.

**Project Assets:**

The assets referred to as such in Clause 903.1.

**Project Plan:**

The plan for the implementation of the POCL Service Infrastructure and the Operational Services as set out in Schedule B09 and the Roll Out Programme.

**Property:**

Tangible property (including without limitation buildings and land) but excluding the POCL Service Infrastructure and any part thereof before it has been accepted in accordance with this Codified Agreement.

**Proposal:**

The Contractor's Proposal, in response to the Statement of Service Requirements. The Proposal has been superseded by the Schedules to this Codified Agreement.

**RAB:**

Release Authorisation Board (q.v.).

**Rate Shop:**

Where a Customer purchases Stock by value rather than by volume, i.e. by a number of items of Stock purchased for a given sum.

**Records:**

Full and accurate records relating to the performance of the POCL Services.

**Recovery:**

The act of re-establishing a Service following a Service Failure.

**Reference Data:**

A set of parameters and relationships controlling the operation of POCL Services.

**Refund:**

A repayment of money to a Customer, by means of a Reversal.

**Related Agreements:**

The Authorities' Agreement, the DSS Agreement and the POCL Agreement, each as referred to in Recital (b) of this Codified Agreement.

**Release:**

A documented collection of software and/or data provided by the Contractor to deliver a POCL Service or POCL Services.

**Release Authorisation Board:**

The body referred to as such in the Management Table in the annex to Schedule A04.

**Release Contents Description:**

A CCD which defines the scope of a Release by reference to the SADD.

**Remittance:**

A consignment to or from an Outlet of cash, Stock, or other value items to be brought to account.

**Report:**

A physical document; or, information held electronically in such a way that it can be processed readily to produce a physical document.

**Representative:**

A representative of POCL or the Contractor as appropriate.



**Retail Price Index:**

The "all items" index currently appearing at table 18.1 of the Office of National Statistics publication "Monthly Digest of Statistics" and any subsequent relocation thereof, or the same index in any other Government publication if the aforementioned ceases to be published.

**Retail Stock:**

Items sold in Outlets through POCL's retail accounting scheme.

**Reversal:**

A Transaction which nullifies a previous Transaction.

**Roll Out:**

The implementation of the POCL Service Infrastructure and/or a POCL Service in Outlets.

**Roll-Out, Rollout, roll-out or roll out:**

Roll Out (q.v.).

**Roll Out Payment:**

The sum of £548 million to be paid to the Contractor subject to and in accordance with Part A of Schedule A12 and consisting of the following elements:

- (i) £280 million in respect of the right to use the Core System and (if and when approved for release by the Release Authorisation Board) CSR+;
- (ii) £120 million in respect of the use of hardware (and software associated therewith) during the term of this Agreement;
- (iii) £80 million in respect of installation, training and modification costs in respect of the POCL Service Infrastructure and POCL Services; and
- (iv) £68 million in respect of operating and maintenance costs incurred prior to 1 April, 2001.

**Roll Out Programme**

The programme set out in Annex 1 to Schedule A12 (Parts A and B).

**RPI:**

Retail Price Index (q.v.).

**SADD:**

Service Architecture Design Document (q.v.).

**SAP/ADS:**

SAPADS (q.v.).

**SAPADS:**

SAP Advanced Distribution System.

**Satellite Outlet:**

An Outlet which handles insufficient Transactions to justify production of a separate Cash Account.

**Security Stock:**

Stock products which have no cash account value until sold, any item the loss of which would result in loss to POCL.

**Service Architecture Design Document:**

The document showing the POCL Service Architecture developed pursuant to Clause 403.7, as amended from time to time to reflect Optional and Additional Products and POCL Services supplied and performed under this Codified Agreement.

**Service Break:**

The duration of a Service Failure.

**Service Credit:**

Payment, discount or credit given by the Contractor to POCL resulting from delay in provision of POCL Services, or from POCL Services' failure to meet the required Service Levels.

**Service Definition Schedules:**

Schedules E1, F1, G1, H1 and K1 of this Codified Agreement.

**Service Failure:**

An interruption of a POCL Service that has not been approved by POCL.

**Service Level:**

A quantified and measurable standard, required for a specified POCL Service.

**Service Level Agreement:**

See Service Level.

**Service Level Measurement Period:**

The period over which the Contractor shall report service performance against Service Levels. Each Service Level Measurement Period shall be a period of three months ending on February, May, August and November in each Year, with the final Service Level Measurement Period commencing on 1st March, 2005 and ending on 31st March, 2005.

**Service Level Schedules:**

Schedules B10, E08, F08, G10, H08 and K08 of this Codified Agreement.

**Service Manager:**

The person appointed by the Contractor to manage the provision of a POCL Service.

**Service Ready-for-use Date:**

The date on which a POCL Service, which has achieved Acceptance, is first made available by the Contractor for use by Users.

**Service Review Board**

The body referred to as such in the Management Table in the Annex to Schedule A04.

**Service Review Meeting:**

A meeting of the Service Review Board.

**Service RFU Date:**

Service Ready-for-use Date (q.v.).

**Services:**

POCL Services.

**Severity Code:**

A code assigned to an Incident by the Help Desk, indicating the seriousness of the Incident's effect, and used to determine priority for resolution.

**SLA:**

Service Level Agreement (q.v.).

**Smart Key:**

A type of Token (as defined in relation to the Automated Payment Service) which uses on-board integrated circuit technology.

**Smart Token:**

A type of Token (as defined in relation to the Automated Payment Service) which uses on-board integrated circuit technology.

**SMS:**

System Management Service (q.v.).

**Software:**

The Contractor's Software, the Specially Written Software, Internal Code, the Third Party Software and any other software provided under this Codified Agreement.

**Source Code:**

Software in eye-readable form and in such form that it can be compiled or interpreted into equivalent object code together with all technical information and documentation necessary for the use, reproduction, modification and enhancement of such software.

**Specially Written Software:**

Any software identified as such in Schedule B01 of this Codified Agreement and written by or on behalf of the Contractor for POCL and supplied by the Contractor hereunder pursuant to Clause 204 of this Codified Agreement or as an Optional Product or Additional Product.

**Stock:**

Items held in Outlets and classified as Retail Stock, Security Stock, Value Stock, and Other Stock.

**Stock Item:**

A unit of Stock which can be ordered separately.

**Stock Unit:**

An individual unit of accountability, mandatory within a main (branch) post office and optional within a sub post office, for which an individual (or a group of individuals) is accountable. It may contain: (i) Transaction Vouchers for a designated period, (ii) Value Stock, and/or (iii) cash.

**sub-contractor:**

A person to whom any obligations of the Contractor expressly specified in this Codified Agreement are delegated in accordance with the provisions of this Codified Agreement but shall not (for the avoidance of doubt) include any supplier of products or services which are not expressly specified as obligations of the Contractor under this Codified Agreement and related expressions shall be construed accordingly.

**subsidiary company:**

The meaning ascribed thereto in Section 736 of the Companies Act 1985.

**Suspense Account:**

In Outlet terms, the value of Transactions that are accounted for in the unclaimed payments or uncharged receipts tables of the Cash Account. These items will subsequently be cleared by posting to an appropriate line of the Cash Account or by local settlement.

**System Management Service:**

The System Management Service provided by the Contractor as part of the POCL Infrastructure Services pursuant to Clause 405.3 of this Codified Agreement.

**Team Work:**

A method of working in which Users share a Stock Unit or Tills within a Stock Unit, either at the same time or in sequence. The team then becomes accountable for the Stock Unit or Till.

**termination:**

Termination of this Codified Agreement includes its expiry or early termination of in accordance with the provisions hereof, and related expressions shall be construed accordingly.

**Termination Charge:**

The termination charge calculated in accordance with Schedule A07 of this Codified Agreement.

**Termination Review Threshold:**

For a POCL Service, is the Service Level stated in the relevant Service Level Schedule below which POCL's operations are seriously compromised, so that POCL shall have the right to terminate this Codified Agreement.

**Third Party Software:**

Any software identified as such in Schedule B01 of this Codified Agreement.

**Third Party Software Owner:**

The ultimate licensor of any Third Party Software.

**Till:**

A part or whole of a Stock Unit depending upon whether or not that Stock Unit is the sole charge of one individual or is shared between several.

**TIP:**

The Transaction Information Processing system developed and operated by POCL.

**TMS:**

The Transaction Management Service provided by the Contractor as part of the POCL Infrastructure Services pursuant to Clause 405.3 of this Codified Agreement.

**TMS Agent:**

Part of the POCL Service Infrastructure that accesses TMS held data.

**Token:**

A magnetic stripe card, smart card, smart key, or other physical device, bearing information about a Customer.

**Token Technology Specification:**

A document specifying the technology used by a particular APS Token.

**Transaction:**

A recorded and auditable instance of business activity, involving service provision or Stock movement across organisational or service boundaries.

**Transaction Committal:**

The point at which a Transaction is irreversibly recorded in the audit trail.

**Transaction Identification (Id):**

A means of uniquely identifying a Transaction.

**Transaction Session:**

A set of contiguous Transactions of the same type.

**Transaction Voucher:**

A document used by POCL as evidence of a Transaction; including as an example, and without limitation, a telephone bill.

**Transfer:**

(i) In the context of transfer of post office stock or money, the transfer of Value Stock, and/or money, either between Stock Units within an Outlet, or between Outlets; and  
(ii) in the context of transfer to the Contractor, the transfer to the Contractor pursuant to Clause 401 of this Codified Agreement.

**Transfer Date:**

The date specified in Schedule A09 of this Codified Agreement.

**Transfer Payment:**

The sum payable pursuant to Clause 903 of this Codified Agreement, as defined in paragraph 4.3 of Schedule A7.

**Transfer Services:**

The services set out in Schedule A7.

**Use:**

The right of POCL in connection with the POCL Services and for no other purposes to load, execute, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission or display) or otherwise to utilise the Software for purposes of processing POCL Data. To the extent permitted by law, such right of Use shall not include the right to reverse assemble, reverse compile, decode or otherwise translate the Software.

**User:**

A person authorised by POCL to use a POCL Service.

**Value Stock:**

Stock products which have a "stock value" shown on the Cash Account.

**VAT Receipt:**

A receipt for VAT purposes designed as required by HM Customs and Excise.

**Void Transaction:**

A Transaction which is cancelled before Transaction Committal.

**WAN:**

Wide Area Network.

**Working Day:**

For an individual post office means any day on which that office is open for normal business.

**Working Hours:**

For an individual post office means the hours during which that office is open for normal business.

**Year:**

A period of twelve (12) months commencing on 15 May, 1999 and on each anniversary of such date thereafter, or in the event of termination hereof, the period from the immediately preceding such anniversary or (if there has been no such anniversary) the date of execution hereof to the date of termination hereof.