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SCHEDULE B1.3**BRANCH HARDWARE IMPLEMENTATION SERVICES****Version History**

Version No.	Date	Comments
1.0	31/08/06	Agreed version as at date of signature of CCN 1200
6.0	15/06/09	Moving all schedules to V6.0 as agreed with Fujitsu
7.0	26/04/10	Moving all Schedules to v7.0 as agreed with Fujitsu
8.0	21/02/12	Moving all schedules to V8.0 in accordance with CCN1294d
9.0	13/01/14	Moving all Schedules to v9.0 in accordance with CCN1349
10.0	10/09/15	Moving all Schedules to v10.0 in accordance with CCN1506
11.0	31/03/16	Updating as per CCN1423c and moving all Schedules to v11.0 in accordance with CCN1604
12.0	03/07/17	Moving all Schedules to V12.0
13.0		Moving all Schedules to V13.0

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SCHEDULE B1.3

BRANCH HARDWARE IMPLEMENTATION SERVICES

1. DEFINITIONS

In this Schedule B1.3 the term Branch shall have the same meaning as set out in Schedule 1 (Interpretation), save that where Implementation activities occur in respect of other premises such as, without limitation, CTOs, the term Branch in this Schedule B1.3 shall, in respect of such Implementations, be read to include such premises.

2. INTRODUCTION

This Schedule B1.3 sets out provisions and governing principles regarding the Implementation of Branch Hardware and Stand-Alone Hardware.

3. HARDWARE IMPACT ASSESSMENT

- 3.1 Where Post Office wishes to carry out the Implementation of Branch Hardware it shall procure a Hardware Impact Assessment from Fujitsu Services.
- 3.2 Where Post Office wishes to carry out the Implementation of Stand-Alone Hardware it may procure a Hardware Impact Assessment from Fujitsu Services.
- 3.3 Where Hardware Impact Assessments for Branch Hardware or Stand-Alone Hardware are procured in accordance with paragraphs 3.1 or 3.2 of Schedule B1.3, such Hardware Impact Assessments shall be carried out by the Parties jointly.

4. IMPLEMENTATION OF BRANCH HARDWARE AND STAND-ALONE HARDWARE

- 4.1 Where following Hardware Impact Assessment Post Office decides to proceed with Implementation and procure the applicable Branch Hardware or Stand-Alone Hardware Post Office shall either:
 - 4.1.1 procure the entire Implementation (other than elements specifically reserved to Post Office) from Fujitsu Services; or
 - 4.1.2 procure certain of those elements of the Implementation from Fujitsu Services and either carry out the remaining elements itself or contract with third parties to do so.
- 4.2 The table set out in the Annex to this Schedule sets out a non-exhaustive list of those elements of the Implementation of Branch Hardware or Stand-Alone Hardware which may be carried out by Post Office, Fujitsu Services and third parties.
- 4.3 Where Fujitsu Services is intended to carry out the whole, or any element, of the Implementation of Branch Hardware (including a Hardware Impact Assessment and related planning activities) the Work Ordering Procedure shall be used for the relevant Work Package Elements and the provisions of paragraph 5 of this Schedule shall apply

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to such Implementation in addition to the Commercial Terms agreed as part of the relevant Work Order. In the event of any conflict between such Commercial Terms and the provisions of this Schedule, the Commercial Terms shall prevail.

- 4.4 Where Fujitsu Services is intended to carry out the whole, or any element, of the Implementation of Stand-Alone Hardware, the Work Ordering Procedure shall apply and the provisions of paragraph 5 shall apply as though references to "Branch Hardware" were to "Stand-Alone Hardware".
- 4.5 Where any third party carries out the whole, or any element, of the Implementation of Branch Hardware or Stand-Alone Hardware, the provisions of paragraph 6 of this Schedule shall apply to such Implementation.

5. PROVISIONS APPLICABLE TO ELEMENTS OF IMPLEMENTATION PROVIDED BY FUJITSU SERVICES

5.1 Charges

Fujitsu Services' prices for Implementation, or any element of Implementation, shall be based, unless otherwise agreed by the Parties, on the principles set out in paragraph 13.4 of Schedule D1.

5.2 Liability, Risk And Title

Where Fujitsu Services (or its chosen third party supplier) carries out Installation it shall be liable for any damage to:

5.2.1 physical property (including, for the avoidance of doubt, damage to the Infrastructure) together with any reasonable costs incurred by Post Office in repairing such damage (including the cost of work involved); and

5.2.2 data (in which case Fujitsu Services is responsible for retrieving such data),

which occurs at a Branch as a direct result of such Installation work.

5.3 Non-technical support

For each Installation Post Office shall provide non-technical operational support (e.g. access to Branches).

6. PROVISIONS APPLICABLE WHERE ELEMENTS OF IMPLEMENTATION PROVIDED BY POST OFFICE OR A THIRD PARTY

6.1 Commercial/Contractual Relationship

The commercial/contractual relationship between Post Office, Fujitsu Services and any third party supplier, including the charges payable to Fujitsu Services by Post Office, shall be agreed on a case by case basis for each Implementation. The parties may adopt whatever commercial/contractual structure is appropriate for the particular

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circumstances. However, the commercial/contractual arrangement must take into account the impact on the systems and services provided to Post Office by Fujitsu Services. Fujitsu Services shall not unreasonably refuse to accept proposed commercial/contractual terms for the Implementation of Branch Hardware or Stand-Alone Hardware. Fujitsu Services may base its decision to reject proposed terms on commercial and/or an adverse outcome of Hardware Impact Assessment.

6.2 Branch Hardware Procurement

Until 31st March 2015, where Post Office procures Branch Hardware from a third party, a warranty clause (the terms of which shall be agreed with Fujitsu Services, such agreement not to be unreasonably withheld) must form part of the purchase agreement for the Branch Hardware between the Post Office and the third party. Until 31st March 2015, prior to physical transfer of the Branch Hardware to Fujitsu Services or incorporation of the Branch Hardware into the Infrastructure (whichever is earlier) Post Office shall use reasonable endeavours to transfer to Fujitsu Services the benefit of and right to the third party warranty provisions.

6.3 Installation

6.3.1 Fujitsu Services shall not unreasonably refuse to give Post Office, or its designated supplier, the authority to disconnect and reconnect elements of the Infrastructure at Branches as part of an Installation.

6.3.2 Where Post Office (or its chosen third party supplier) carries out Installation it shall be liable for any damage to physical property or data which occurs at a Branch (including, for the avoidance of doubt, damage to the Infrastructure) as a direct result of such Installation work.

6.3.3 Notwithstanding paragraph 6.3.2, where Post Office or its third party supplier carries out Installation work, Fujitsu Services shall be liable for any damage to the Infrastructure or data in accordance with paragraph 5.2 where:

6.3.3.1 such damage occurred as a result of the Post Office or its chosen third party supplier carrying out such Installation work in accordance with installation specifications provided by Fujitsu Services;

6.3.3.2 the damage would not have occurred if the Fujitsu Services installation specifications had not been followed; and

6.3.3.3 Post Office or its third party supplier acted in the manner of a reasonable and skilled provider of Installation services in following the installation specifications.

6.4 Service Levels

Fujitsu Services shall be granted relief from any applicable Service Levels:

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- 6.4.1 where such relief is agreed as part of the contractual arrangements for the Implementation; and/or
- 6.4.2 to the extent that performance in respect of such Service Levels is impacted by Implementation activities carried out by Post Office or Post Office's third party supplier, save where the Service Level impact results from Fujitsu Services carrying out obligations which Fujitsu Services is contractually required to undertake as part of the Implementation,

such relief to be agreed by the Service Management Relationship.

7. ASSOCIATED DOCUMENTS

- 7.1 There are no CCDs associated with this Schedule B1.3.
- 7.2 There are no CRDs associated with this Schedule B1.3.

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ANNEX TO SCHEDULE B1.3

IMPLEMENTATION OF BRANCH HARDWARE AND STAND-ALONE HARDWARE

SERVICE TYPE	SERVICE ELEMENT DESCRIPTION	PARTY/PARTIES WHICH MAY CARRY OUT THE SERVICE ELEMENT (Yes/No = "Y" or "N")		
		Fujitsu Services	Post Office	Third Party
Hardware Impact Assessment- Branch Hardware		Y	Y	Y
Hardware Impact Assessment- Stand Alone Hardware		Y	Y	Y
Hardware Procurement	(includes procurement of integral software and hardware tools)	N	Y	Y
Implementation Support	Testing of Branch Hardware and provision of test results.	Y	N	Y
	Provision of tests to be carried out by third parties in respect of Branch Hardware.	Y	N	Y
	Rollout of software to the Infrastructure to facilitate Installation.	Y	N	Y
	Provision of bespoke software tools to facilitate connection to or disconnection from the Infrastructure.	Y	N	Y
	The provision of installation specifications in respect of Branch Hardware.	N	N	Y

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	Testing of Stand-Alone Hardware and provision of test results.	Y	Y	Y
	Provision of tests to be carried out by third parties in respect of Stand-Alone Hardware.	Y	Y	Y
	The provision of installation specifications in respect of Stand-Alone Hardware.	N	Y	Y
	Resolution of incidents where such incidents concern the Infrastructure or any of the services or software provided by Fujitsu Services as part of Implementation Support.	Y	N	Y
Installation Management	The booking of Installation procedures with Branches.	N	Y	Y
	Time-tabling Branch Installation visits.	N	Y	Y
	Providing 'first point of contact' support for Installations, directing support queries to relevant parties and, where communicating support responses.	N	Y	Y
Installation	Non-technical assistance (e.g. access to Branches).	N	Y	N
	Branch surveys.	N	Y	Y
	Delivery of Branch Hardware / Stand-Alone Hardware to Branches.	N	Y	Y
	Modification of Branch Hardware / Stand-Alone	N	Y	Y

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	Hardware to facilitate installation of the Branch Hardware / Stand-Alone Hardware.			
	Physical installation, replacement or removal of Branch Hardware / Stand-Alone Hardware.	N	Y	Y
	Testing at Branches to determine/facilitate installation of the Branch Hardware / Stand-Alone Hardware.	N	Y	Y