

8. Details of the Authority's Procurement Manager

Name: [REDACTED]
Address: Palestra, 197 Blackfriars Road, London, SE1 8NJ
Tel: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

9. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
[REDACTED]	[REDACTED]	Director Head of Police and Public Sector
[REDACTED]	[REDACTED]	Contract Manager

10. Notice period in accordance with Clause 26.4 (termination without cause):
90 days

11. Address for service of notices and other documents in accordance with Clause 35:

For the Authority: Commercial Surface, Palestra,
197 Blackfriars Road, London,
SE1 8N

Facsimile number: [REDACTED]

For the attention of: [REDACTED]

For the Service Provider: Farnum House, Basing View
Basingstoke, Hampshire, RG21 4EA

For the attention of:
The Group Company Secretary

SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

A1 PRIVACY AND DATA PROTECTION

For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

“Authority Personal Data”	Personal Data and/or Sensitive Personal Data Processed by the Service Provider on behalf of the “Data Controller”
“Data Controller”	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
“Data Processor”	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
“Data Subject”	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
“Data Protection Legislation”	the Data Protection Act 1998 (as interpreted in accordance with Directive 95/46/EC) including all regulations made under it and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any amendment or re-enactment of any of them; any other legislation relating to privacy and/or the processing of Personal Data (as amended from time to time); and any guidance or statutory codes of practice issued by the Information Commissioner in relation to the processing of Personal Data
“Personal Data”	has the meaning given to it by section 1(1) of the Data Protection Act 1998;
“Privacy Impact Assessment”	a process used to identify and mitigate the privacy and data protection risks associated with an activity involving the Processing of Authority Personal Data
“Processing”	has the meaning given to it by section 1(1) of the Data Protection Act 1998 and “ Process ” and “ Processed ” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic Area; and
“Sensitive Personal Data”	has the meaning given to it by section 2 of the Data Protection Act 1998; and

“Subject Access Request” a request made by a Data Subject to access his or her own Personal Data in accordance with rights granted pursuant to Data Protection Legislation.

A1.1 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Authority is a Data Controller and that the Service Provider is a Data Processor.

A1.2 Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

A1.2.1 Categories of Data Subject

The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subjects:

Staff including volunteers, agents, temporary and casual workers of both TfL and NDORS. Customers and clients, Suppliers, Complainants, correspondents and enquirers, offenders and suspected offenders.

A1.2.2 Categories of Authority Personal Data

The Authority Personal Data to be Processed concerns the following categories of Personal Data and/or Sensitive Personal Data:

Personal Details, financial details, goods or services provided offences (including alleged offences) criminal proceedings, outcomes and sentences

A1.2.3 Purpose(s) of the Processing

The Authority Personal Data is to be Processed for the following purpose(s):

Accounts & Records

Keeping accounts related to any business or other activity carried on by the data controller, or deciding whether to accept any person as a customer or supplier, or keeping records of purchases, sales or other transactions for the purpose of ensuring that the requisite payments and deliveries are made or services provided by him or to him in respect of those transactions, or for the purpose of making financial or management forecasts to assist him in the conduct of any such business or activity

Assessment and Collection of Taxes and Other Revenue

Assessment and collection of taxes, duties, levies and other revenue.

Crime Prevention and Prosecution of Offenders

Crime prevention and detection and the apprehension and prosecution of offenders.

A1.2.4 Permitted offshore Processing

The Authority Personal Data is to be Processed in the following Restricted Countries:

Not Applicable

A1.3 Without prejudice to the generality of Clause 22, the Service Provider shall:

A1.3.1 process the Authority Personal Data only in accordance with instructions from the Authority to perform its obligations under the Contract;

A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;

A1.3.3 maintain, and make available to the Authority on its request, documentation, a central register or an inventory which describes the Processing operations for which it is responsible and specifies: the purposes for which Authority Personal Data are processed including the legitimate interests pursued by TfL where processing is based on this lawful basis; the categories of Personal Data and Data Subjects involved; the source of the Personal Data; the recipients of the Personal Data; and the location(s) of any overseas processing of those Personal Data;

A1.3.4 take appropriate technical and organisational security measures, that are satisfactory to the Authority from time to time, against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data;

A1.3.5 without prejudice to Clause A1.3.4, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data;

A1.3.6 provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clause A1.3.4 and A1.3.5, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;

A1.3.7 where requested to do so by the Authority, or where Processing Authority Personal Data presents a specific risk to privacy, carry out a Privacy Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant statutory requirements) and make the results of such an assessment available to the Authority;

A1.3.8 notify the Authority within two (2) Business Days if it, or any Sub-contractor, receives:

A1.3.8.1 from a Data Subject (or third party on their behalf):

A1.3.8.1.1 a Subject Access Request (or purported Subject Access Request);

A1.3.8.1.2 a request to rectify, block or erase any Authority Personal Data; or

A1.3.8.1.3 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;

A1.3.8.2 any communication from the Information Commissioner or any other regulatory

authority in connection with Authority
Personal Data; or

- A1.3.8.3 a request from any third party for disclosure
of Authority Personal Data where
compliance with
such request is required or purported
to be required by law;

A1.3.9 provide the Authority with full cooperation and assistance (within
the timescales reasonably required by the Authority) in relation to
any complaint, communication or request made as referred to in
Clause A1.3.8, including by promptly providing:

- A1.3.9.1 the Authority with full details and copies of the
complaint, communication or request; and

- A1.3.9.2 where applicable, such assistance as is
reasonably requested by the Authority to
enable it to comply with the Subject Access
Request within the relevant timescales set
out in Data Protection Legislation.

A1.3.10 when notified in writing by the Service Provider, supply a
copy of, or information about, any Authority Personal Data. The
Service Provider shall supply such information or data to the Authority
within such time and in such form as specified in the request (such time
to be reasonable) or if no period of time is specified in the request, then
within five (5) Business Days from the date of the request.

A1.3.11 when notified in writing by the Authority, comply with any
agreement between the Authority and any Data Subject in relation to
any Processing which causes or is likely to cause substantial and
unwarranted damage or distress to such Data Subject, or any court
order requiring the rectification, blocking, erasure or destruction of
any Authority Personal Data;

A1.4 The Authority remains solely responsible for determining the
purposes and manner in which Authority Personal Data is to be Processed.
The Service Provider shall not share any Authority Personal Data with any
sub-contractor or third party without prior written consent from the Authority
(in the Contract or otherwise) and unless there is a written contract in
place with the sub- contractor which requires the sub-contractor or third party
to:

- A1.4.1 only Process Authority Personal Data in accordance
with the Authority's instructions to the Service Provider; and

A1.4.2 comply with the same obligations with which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 12.1, 16.1, 16.2, 18.1, 20.2, 22 and 23).

A1.5 The Service Provider agrees that, and shall procure that any sub-contractor shall agree that, Authority Personal Data:

A1.5.1 must only be Processed in accordance with the Authority's obligations to comply with Data Protection Legislation and by such their personnel as need to view or otherwise access Authority Personal Data;

A1.5.2 must only be used as instructed by the Authority and as reasonably necessary to perform the Contract in accordance with its terms;

A1.5.3 must not be used for any other purposes (in whole or part) by any of them (and specifically but without limitation must not be copied or referred to in whole or part through training materials, training courses, discussions or negotiations or contractual arrangements with third parties or in relation to proposals or tenders with the Authority (or otherwise), whether on renewal of this Contract or otherwise, without the prior written consent of the Authority); and

A1.5.4 must not be used so as to place the Authority in breach of Data Protection Legislation and/or to expose it to risk of actual or potential liability to the Information Commissioner, Data Subjects and/or reputational damage and/or to any order being made against the Authority preventing, suspending or limiting the Processing of Authority Personal Data.

A1.6 The Service Provider shall, and shall procure that any sub-contractor shall:

A1.6.1 not disclose or transfer Authority Personal Data to any third party or their own personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Authority Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);

A1.6.2 notify the Authority within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of security and/or of the Contract and/or Clause A1 in

relation to Authority Personal Data including unauthorised or unlawful access or Processing of, or accidental loss, destruction or damage of any Authority Personal Data;

A1.6.3 keep the Authority properly and regularly informed consequently;

A1.6.4 fully cooperate with the reasonable instructions of the Authority in relation to the Processing and security of Authority Personal Data in accordance with the Contract and in compliance with Data Protection Legislation (including procuring access to sub-contractor premises);

A1.6.5 cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or on its behalf) any relevant regulatory body, including the Information Commissioner, the police, any other statutory law enforcement agency or otherwise and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);

A1.6.6 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can/or do access Authority Personal Data;

A1.6.7 ensure all Service Provider's Personnel who can/or do access Authority Personal Data are informed of its confidential nature and do not publish, disclose or divulge any of the Personal Data to any third party without the prior written consent of the Authority;

A1.6.8 ensure all Service Provider's Personnel who can and/or do access Authority Personal Data have undergone adequate training in relation to the use, care, protection and handling of Personal Data in accordance with Data Protection Legislation and this Contract, understand such obligations and comply with them and ensure that such training is updated at reasonable intervals; and

A1.6.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided to it by the Authority from time to time.

A1.7 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from

the Authority (which consent may be subject to additional conditions imposed by the Authority).

A1.8 If, after the Service Commencement Date, the Service Provider or any sub- contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:

A1.8.1 the Service Provider shall submit a written request to the Authority setting out details of the following:

A1.8.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;

A1.8.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;

A1.8.1.3 any sub-contractors or other third parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;

A1.8.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;

A1.8.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner, in connection with, the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;

A1.8.3 the Service Provider shall comply with any instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:

A1.8.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and

A1.8.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with, the Processing of Authority Personal Data in (and/or transfer of Authority

Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.8.3.1.

A1.9 The Service Provider and any sub-contractor (if any), acknowledge:

A1.9.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Contract;

A1.9.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;

A1.9.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;

A1.9.4 notwithstanding Clause 26.1.1, if the Service Provider has committed a material breach under Clause A1.9.3 on two or more separate occasions, the Authority may at its option:

A1.9.4.1 exercise its step in rights pursuant to Clause A16;

A1.9.4.2 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or

A1.9.4.3 terminate the Contract in whole or part with immediate written notice to the Service Provider.

A1.10 If the Service Provider Processes payment card data under the Contract, it shall ensure that it is and that its internal processes and procedures, information technology systems and any equipment that it provides or is provided on its behalf pursuant to this Contract are compliant with the Payment Card Industry Data Security Standard as updated from time to time ("PCI DSS"). In addition the Service Provider shall:

A1.10.1 at least once every 12 months appoint a PCI DSS Qualified Security Assessor ("QSA") to validate that the Service Provider is compliant with (including as set out above) PCI DSS when providing the Services;

A1.10.2 without prejudice to any other audit and inspection rights that the Authority has under this Contract, provide the Authority with copies of any reports and other documents provided by or to the QSA in respect of each such validation; and

A1.10.3 where the QSA recommends that certain steps should be taken by the Service Provider, promptly take those steps and

demonstrate to the Authority that those steps have been taken without charge to the Authority.

A1.11 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.

A1.12 Following termination or expiry of this Contract, howsoever arising, the Service Provider:

A1.12.1 may Process the Personal Data only for so long and to the extent as is necessary to properly comply with its non contractual obligations arising under law (and will then comply with Clause A1.12.2);

A1.12.2 subject to Clause A1.12.1, shall;

- (a) on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data and relevant records and documentation accordingly; or
- (b) in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data and relevant records and documentation accordingly.

Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by this Clause A1.12.

A1.13 For the avoidance of doubt, and without prejudice to Clause

A1.12, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.

A1.14 The indemnity in Clause 18 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.

A12

OPTION TO EXTEND DURATION

- A12.1 The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of ***two*** years by notice in writing to the Service Provider provided that such notice is served at least ***one month*** prior to the expiry of the initial duration of the Contract, or the expiry of any previous extension, if later.

- A13.1 The Authority has an option, exercisable at its sole discretion, to extend the Services to include some or all of the services set out below, as further detailed in the Specification:

Training courses to improve road safety

("the Additional Services")

- A13.2 If the Authority decides to exercise its option under this Clause, it shall give the Service Provider not less than **one month's** written notice of such decision and it shall inform the Service Provider of the Additional Services it requires, the date upon which it requires the Additional Services to be provided and any additional requirements in relation to the Additional Services. The Service Provider shall provide the Additional Services from such date or from such other date as may be agreed by the Parties and at such rates as are specified in Schedule 4.

- A13.3 The Service Provider acknowledges and agrees that:

A13.3.1 the Authority shall be under no obligation to exercise an option under this Clause;

A13.3.2 the Service Provider shall not be entitled to and shall have no expectation of the right to perform the Additional Services; and

A13.3.3 the Authority may appoint a person other than the Service Provider to provide the Additional Services.

- A13.4 Any extension of the Services to include the Additional Services shall be on the terms of this Contract and on such other terms as are agreed in writing between the Parties and references to "Services" in this Contract shall include the Additional Services.

A16.1 If the Authority reasonably believes that it needs to take action in connection with the Services:

A16.1.1 because a serious risk exists to the health or safety of persons or property or to the environment; and/or

A16.1.2 to discharge a statutory duty, then the following provisions shall apply.

A16.2 The Authority shall provide notice to the Service Provider in writing of the following:

A16.2.1 the action it wishes to take; A16.2.2 the reason for such action;

A16.2.3 the date it wishes to commence such action;

A16.2.4 the time period which it believes will be necessary for such action; and

A16.2.5 to the extent practicable, the effect on the Service Provider and its obligations to provide the Services during the period such action is being taken.

A16.3 Following service of the notice required in Clause 16.2, the Authority or a third party appointed by the Authority for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Authority reasonably believes is necessary (the "**Required Action**") and the Service Provider shall give all reasonable assistance to the Authority or such third party while it is taking such Required Action (such assistance to be at the expense of the Authority).

A16.4 For so long as and to the extent that the Required Action is taken, and this prevents the Service Provider from providing any part of the Services, the Service Provider shall be relieved from its obligations to provide such part of the Services and the Authority shall not be liable to pay Charges for such part of the Services (except to the extent that the Authority shall pay the Service Provider for the assistance it provides in accordance with Clause A16.3).

A20

TRANSFER OF EMPLOYEES TO SERVICE PROVIDER

A20.1 Clause 8.1 shall be deleted and replaced with the following.

A20.2 For the purposes of this Clause A20 and Clause A21, unless the context indicates otherwise, the following expressions shall have the following meanings:

A20.2.1 **“Current Service Provider(s)”** means the provider or providers of services substantially similar to the Services immediately before the Service Commencement Date;

A20.2.2 **“Employment Costs”** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments);

A20.2.3 **“Employment Liabilities”** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);

A20.2.4 **“Final Staff List”** has the meaning set out in **Clause A21.4**;

A20.2.5 **“Further Transfer Date”** means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;

A20.2.6 **“Relevant Period”** means the period starting on the earlier of:

- (a) the date falling 6 calendar months before the date of expiry of the Contract; or
- (b) if the Contract is terminated by either Party in accordance with Clause 26.3 or by the Authority in accordance with Clause 26.1, 26.2, 26.4 or 26.5, the date of the relevant termination notice;

and ending on the Further Transfer Date;

A20.2.7 **“Replacement Service Provider”** means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;

A20.2.8 **"Re-Transferring Personnel"** means any Service Provider's Personnel who are assigned (for the purposes of TUPE) to the relevant Services immediately before the Further Transfer Date and whose employment contract will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;

A20.2.9 **"Staff List"** has the meaning set out in **Clause A21.1**;

A20.2.10 **"Staffing Information"** has the meaning set out in **Clause A21.1**;

A20.2.11 **"Sub-Contractor"** means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them);

A20.2.12 **"Transfer of Services"**; means the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;

A20.2.13 **"Transferring Staff"** means such employees of the Current Service Provider(s) (and any Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services the names of whom as at the date of this Contract are listed in Appendix 1 to this Clause A20; and

A20.2.14 **"TUPE"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

A20.3 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment between the Current Service Provider and any Sub-Contractor and the Transferring Staff will have effect from the Contract Commencement Date as if originally made between the Service Provider and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of **Clause A20.4**).

A20.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Contract Commencement Date.

20.5 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:

A20.5.1 the Current Service Provider(s) will be responsible for any Employment Costs relating to the period up to Contract Commencement Date; and