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### Information Compliance

#### 1. General

Without prejudice to the provisions of clause 17 (Compliance with Policies and Law), and the other provisions of this schedule:

- 1.1 the Service Provider shall in relation to this Agreement comply with the Data Protection Legislation (hereafter the “**DPL**”), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (hereafter “**PECR**”) and the Computer Misuse Act 1990 and all relevant, subordinate or successor legislation relating to each of them.
- 1.2 the Service Provider acknowledges that TfL will rely upon the Service Provider to enable TfL to comply with its obligations under the Freedom of Information Act 2000 (hereafter the “**FOIA**”), the Environmental Information Regulations 2004 (hereafter the “**EIRs**”) in relation to the Services and this Agreement and that the processes and procedures set out in this schedule with which the Service Provider is required to comply are important for the purposes of ensuring such compliance;
- 1.3 where there is dispute over what is required for compliance with the DPL and the other named Acts and Regulations, the Service Provider will comply with written instructions from TfL’s legal advisers, except where it is illegal for the Service Provider to do so; and
- 1.4 the Service Provider agrees to provide all reasonable additional information and co-operate fully with any investigations by TfL in relation to complaints under the DPL, FOIA, EIRs, , PECR and Computer Misuse Act 1990, including investigations relating to complaints by the Information Commissioner’s Office, the Information Tribunal and the courts.

#### **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:

“ <b>TfL Personal Data</b> ”	Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the TfL, pursuant to or in connection with this Contract;
“ <b>Data Controller</b> ”	has the meaning given to it in Data Protection Legislation;
“ <b>Data Processor</b> ”	has the meaning given to it in Data Protection Legislation;

<b>“Data Protection Assessment”</b>	<b>Impact</b> an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;
<b>“Data Protection Legislation”</b>	<p>means:</p> <p>(a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;</p> <p>(b) Directive (EU) 2016/680 (the Law Enforcement Directive);</p> <p>(c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;</p> <p>(d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and</p> <p>(e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;</p>
<b>“Data Subject”</b>	has the meaning given to it in Data Protection Legislation;
<b>“Personal Data”</b>	has the meaning given to it in Data Protection Legislation;
<b>“Processing”</b>	has the meaning given to it in Data Protection Legislation and <b>“Process”</b> and <b>“Processed”</b> will be construed accordingly;
<b>“Restricted Countries”</b>	any country outside the European Economic Area other than the UK following withdrawal from the European Union;
<b>“Sensitive Personal Data”</b>	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Contract; and
<b>“Subject Request”</b>	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v)

to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.

A1.1 For the purposes of this paragraph 1:

- (A) **“Service Provider Data”** means any Personal Data which the Service Provider uses in its performance of the Services, other than the TfL Personal Data;
- (B) **“TfL Personal Data”** means the original copy of Personal Data sent from TfL to the Service Provider and which is stored in the warrant and case data tables in the Service Provider’s proprietary case management system;
- (C) **“Common Personal Data”** has the meaning set out under paragraph A1.2(C)

**A1.2** With respect to the Parties’ rights and obligations under the Contract, the Parties acknowledge that:

- (A) In relation to the TfL Personal Data, TfL is a Data Controller solely responsible for determining the purposes and manner in which TfL Personal Data is to be Processed, and that the Service Provider is a Data Processor. The parties agree that paragraphs A1.2 to A1.15 below shall apply in relation to such TfL Personal Data; and
- (B) in relation to the Service Provider Data, the Service Provider is a Data Controller and in particular:
  - (1) The Service Provider shall solely determine the purposes and manner in which Service Provider Data is Processed;
  - (2) paragraphs A1.2 to A1.15 below shall not apply in relation to Service Provider Data; and
  - (3) the Service Provider shall Process the Service Provider Data in accordance with the Data Protection Legislation
- (C) to the extent that there is any Personal Data subsisting in both the Service Provider Data and TfL personal Data which is the same or the same in all material respects (**“Common Personal Data”**) then:
  - (1) TfL and the Service Provider shall both be Controllers in respect of Common Personal Data – each processing the same or the same Common Personal Data in the manner and for the purposes that they each separately determine; and
  - (2) Paragraphs A1.2 to A1.51 below shall not apply in relation to **Common Personal Data**

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

A1.2.1 The TfL Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:

- a registered keeper of a vehicle identified by TfL as being liable for enforcement of a Penalty Charge Notice at Warrant stage;
- Other Individuals who have been identified as being liable for enforcement of a Penalty Charge Notice issued by TfL or for non-payment of outstanding monies owed on a Scheme Auto Pay Account;
- Representatives of the individual being pursued for Payment;
- Businesses in arrears where the Commercial Rent Arrears Recovery process has commenced; or
- Individuals/businesses that have been served with an Eviction Notice.

A1.2.2 The TfL Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:

- Vehicle registration marker;
- Individual's name;
- Previous names or known aliases of the individual;
- Current and previous addresses or place of business (including email address);
- Telephone numbers;
- Type of traffic contravention for which a Penalty Charge Notice has been issued;
- Penalty Charge Notice reference number;
- TfL road user charge account reference numbers;
- Location, date and time of traffic contravention;
- Amount of monies owed by the individual to TfL;
- Payment card details and/or bank account information;
- Correspondence or other documents related to the enforcement of the debt owed by the individual;

- Warrant(s) and/or Charge Notices issued by the County Court and/or Traffic Enforcement Centre, Eviction Notices; and
- Proofs of vehicle hire or vehicle lease documentation.

A1.2.3 The TfL Personal Data is to be Processed for the following purpose(s):

The Service Provider is enforcing either a Warrant or completing a Debt Recovery process against the non payment of Debt owed to TfL by any road user or the renter of TfL Sites who;

- has not paid the applicable Penalty Charge Notice issued for a traffic contravention on the TfL road network or has not paid to drive within the applicable road charging zone or Scheme; or
- has defaulted against the payment terms of their Scheme Auto Pay Account; or
- has not paid their rent on TfL Sites.

A1.2.5 The subject matter of the TfL Personal Data to be Processed is:

- The Personal Data sent to the Service Providers are TfL's Customers or other individuals who have unpaid Debt outstanding with TfL.
- The life of a Warrant will last for 12 months, after this period the Service Provider will return the Warrant back to the TfL if it remains unpaid.

A.1.2.6 The duration of the Processing is:

- For the duration of the Contract as set out in Schedule 1, unless terminated in accordance with the Contract terms.<mailto:For>

A1.2.7 The nature of the Processing is:

- Statutory enforcement processes for unpaid Penalty Charge Notices at Warrant stage and Commercial Rental Arrears Recovery;

- Debt recovery of unpaid expired Warrants, Congestion Scheme Auto Pay defaulted accounts, unpaid Penalty Charge Notices at Charge Certificate stage and for the Scottish and Northern Ireland Debt at Charge Certificate stage;
- Details registered as a Debt against an individual in the form of a Warrant of control will be passed from the TfL to the Service Provider on a secure electronic interface;
- The Service Provider will process the Personal Data in both electronic and manual form;
- The Service Provider may make visits to the individual's home address or place of business for the purpose of the Services provided under this Contract; and
- The Service Provider may match or combine Personal Data with other data already held by them or with data from other external sources where it is necessary in order to assist recovery of the monies owed to the TfL.

A1.3 Without prejudice to the generality of Clause 30, the Service Provider shall:

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

A1.3.2 use its reasonable endeavours to assist the TfL 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 TfL 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 notify the TfL without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the TfL is incompatible with any 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;

A1.3.4 maintain, and make available to the TfL on its request, documentation which describes the Processing operations for which it is responsible under this Contract including:

- A1.3.4.1 the purposes for which TfL Personal Data is Processed;
  - A1.3.4.2 the types of Personal Data and categories of Data Subject involved;
  - A1.3.4.3 the source(s) of the Personal Data;
  - A1.3.4.4 any recipients of the Personal Data;
  - A1.3.4.5 the location(s) of any overseas Processing of TfL Personal Data;
  - A1.3.4.6 retention periods for different types of TfL Personal Data; and
  - A1.3.4.7 where possible a general description of the security measures in place to protect TfL Personal Data;
- A1.3.5 where requested to do so by the TfL, assist the TfL in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation) and make the results of such an assessment available to the TfL;
- A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, take appropriate technical and organisational security measures which are appropriate to protect against unauthorised or unlawful Processing of TfL Personal Data and against accidental loss, destruction of, or damage to such TfL Personal Data which the TfL may reasonably reject (but failure to reject shall not amount to approval by the TfL of the adequacy of the measures);
- A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, provide the TfL with such information as the TfL may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.6 and A1.3.8, 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 TfL;
- A1.3.8 notify the TfL without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause A1,

including the unauthorised or unlawful Processing of TfL Personal Data, or its accidental loss, destruction or damage;

- A1.3.9 having notified the TfL of a breach in accordance with Clause A1.3.8, keep the TfL properly and regularly informed in writing until the breach has been resolved to the satisfaction of the TfL;
- A1.3.10 fully cooperate as the TfL requires with any investigation or audit in relation to TfL 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 compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the TfL (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, 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 TfL Personal Data);
- A1.3.11 notify the TfL within two (2) Business Days if it, or any sub-contractor, receives:
  - A1.3.11.1 from a Data Subject (or third party on their behalf):
    - A1.3.11.1.1 a Subject Request (or purported Subject Request); or
    - A1.3.11.1.2 any other request, complaint or communication relating to the TfL's obligations under Data Protection Legislation;
  - A1.3.11.2 any communication from the Information Commissioner or any other regulatory TfL in connection with TfL Personal Data; or
  - A1.3.11.3 a request from any third party for disclosure of TfL Personal Data where compliance with such request is required or purported to be required by law;
- A1.3.12 provide the TfL with full cooperation and assistance (within the timescales reasonably required by the TfL) in relation to any complaint, communication or request made as referred to in Clause A1.3.11, including by promptly providing:
  - A1.3.12.1 the TfL with full details and copies of the complaint, communication or request; and

- A1.3.12.2 where applicable, such assistance as is reasonably requested by the TfL to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;
  - A1.3.13 when notified in writing by the TfL, supply a copy of, or information about, any TfL Personal Data. The Service Provider shall supply such information or data to the TfL 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 two (2) Business Days from the date of the request;
  - A1.3.14 when notified in writing by the TfL, comply with any agreement between the TfL 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 TfL Personal Data; and
  - A1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.
- A1.4 The Service Provider shall not share TfL Personal Data with any sub-contractor without prior written consent from the TfL. The Service Provider shall provide the TfL with such information regarding the proposed sub-contractor as the TfL may reasonably require. The Service Provider shall only share TfL Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:
  - A1.4.1 only Process TfL Personal Data in accordance with the TfL's written instructions to the Service Provider; and
  - A1.4.2 comply with the same obligations which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 17.1, 22.1, 22.2, 24, 27.2, 30 and 32).
- A1.5 The Service Provider shall, and shall procure that any sub-contractor shall:
  - A1.5.1 only Process TfL Personal Data in accordance with the TfL's written instructions to the Service Provider and as reasonably necessary to perform the Contract in accordance with its terms;
  - A1.5.2 not Process TfL Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the TfL;
  - A1.5.3 not Process TfL Personal Data in such a way as to:

- A1.5.3.1 place the TfL in breach of Data Protection Legislation;
- A1.5.3.2 expose the TfL to the risk of actual or potential liability to the Information Commissioner or Data Subjects;
- A1.5.3.3 expose the TfL to reputational damage including adverse publicity;
- A1.5.4 not allow Service Provider's Personnel to access TfL Personal Data unless such access is necessary in connection with the provision of the Services;
- A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access TfL Personal Data;
- A1.5.6 ensure that all Service Provider's Personnel who can access TfL Personal Data:
  - A1.5.6.1 are informed of its confidential nature;
  - A1.5.6.2 are made subject to an explicit duty of confidence;
  - A1.5.6.3 understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
  - A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
- A1.5.7 not disclose or transfer TfL Personal Data to any third party without the Service Provider having obtained the prior written consent of the TfL (save where such disclosure or transfer is specifically authorised under this Contract);
- A1.5.8 without prejudice to Clause A1.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of TfL Personal Data, ensure that each such device encrypts TfL Personal Data; and
- A1.5.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the TfL to the Service Provider from time to time.
- A1.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any TfL Personal Data in or to any Restricted Countries without prior written consent from the TfL (which consent may be subject to additional conditions imposed by the TfL).

- A1.7 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any TfL Personal Data in or to any Restricted Countries, the following provisions shall apply:
- A1.7.1 the Service Provider shall submit a written request to the TfL setting out details of the following:
    - A1.7.1.1 the TfL Personal Data which will be transferred to and/or Processed in any Restricted Countries;
    - A1.7.1.2 the Restricted Countries which the TfL Personal Data will be transferred to and/or Processed in;
    - A1.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving TfL Personal Data in Restricted Countries;
    - A1.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the TfL Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the TfL's compliance with Data Protection Legislation;
  - A1.7.2 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;
  - A1.7.3 the Service Provider shall comply with any written instructions and shall carry out such actions as the TfL may notify in writing when providing its consent to such Processing or transfers, including:
    - A1.7.3.1 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
    - A1.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the TfL Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the TfL and

the Service Provider in connection with the Processing of TfL Personal Data in (and/or transfer of TfL Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.

- A1.8 The Service Provider and any sub-contractor (if any), acknowledge:
- A1.8.1 the importance to Data Subjects and the TfL of safeguarding TfL Personal Data and Processing it only in accordance with the TfL's written instructions and the Contract;
  - A1.8.2 the loss and damage the TfL is likely to suffer in the event of a breach of the Contract or negligence in relation to TfL Personal Data;
  - A1.8.3 any breach of any obligation in relation to TfL Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;
  - A1.8.4 notwithstanding Clause 37.1.1, if the Service Provider has committed a material breach under Clause A1.8.3 on two or more separate occasions, the TfL may at its option:
    - A1.8.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
    - A1.8.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.
- A1.9 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the TfL.
- A1.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.
- A1.11 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
- A1.11.1 may Process the TfL 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 A1.11.3;
  - A1.11.2 where Clause A1.11.1 does not apply, may Process the TfL Personal Data only for such duration as agreed in Clause A1.2.6 above and following this will then comply with Clauses A1.11.3 and A1.11.4;

- A1.11.3 subject to Clause A1.11.1, shall on written instructions from the TfL either securely destroy or securely and promptly return to the TfL or a recipient nominated by the TfL (in such usable format as and to the extent the TfL may reasonably require) the TfL Personal Data; or
- A.1.11.4 in the absence of instructions from the TfL after 12 months from the expiry or termination of the Contract securely destroy the TfL Personal Data.
- A1.12 TfL Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.11.
- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.11, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes TfL Personal Data.
- A1.14 The indemnity in Clause 24 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.
- A1.15 The Parties' liability in respect of any breach of Clause 30.1 and this Clause A1 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

## **A2. Privacy and Electronic Communications (EC Directive) Regulations 2003**

The Service Provider shall, and shall procure that its Sub-Contractors and Personnel shall, comply with PECR in all contact with Customers.

## SCHEDULE 8

### Change Control Request Procedure and Changes

#### **1 Introduction**

1.1 This Schedule sets out:

1.1.1 the processes for requesting, considering and implementing Changes;

1.1.2 the types and categories of Change;

1.1.3 the basis of funding Changes made as a result of a Change in Law; and

1.1.4 the form to be used when ordering Additional Services.

#### **2 Change Manager**

2.1 TfL and the Service Provider shall each appoint a person to manage and act as the single point of contact for the other Party in relation to Changes and the Change Control Request Procedure (the “**Change Manager**”).

2.2 The Service Provider shall ensure that it makes available sufficient resources in order to respond promptly to TfL’s Change Control Requests in accordance with this Contract.

2.3 The Service Provider shall maintain adequate resources in order to support any requested or required Change at its own cost.

#### **3 Types of Change, Parameter Change and Additional Services**

3.1 Changes to the terms and conditions of this Contract or which impact on the operation of the Services shall be categorised as either:

3.1.1 a General Change, which TfL or the Service Provider shall be entitled to propose in accordance with paragraph 7 or 8 of this Schedule, as applicable; or

3.1.2 a Mandatory Change, which TfL shall be entitled to propose in accordance with paragraph 9 of this Schedule.

3.2 TfL shall be entitled to require the Service Provider to provide Additional Services on occasions. The process for documenting the terms and conditions of the Additional Services to be provided shall be conducted in accordance with the procedure for a General Change, as set out in paragraph 7 of this Schedule, and the other paragraphs of this Schedule shall apply thereto, *mutatis mutandis*, provided that the Service Provider shall not be entitled to decline to provide such Additional Services, other than in accordance with paragraph 7.4 of this Schedule.

- 3.3 Changes to be made by the Service Provider to the Services, which have no impact on any of:
- 3.3.1 the terms and conditions of this Contract;
  - 3.3.2 the delivery of the Services;
  - 3.3.3 TfL;
  - 3.3.4 one or more of the Schemes;
  - 3.3.5 any Other Service Provider; or
  - 3.3.6 any other third party,

("Internal Changes"), shall be subject to the provisions of paragraph 10 of this Schedule.

#### **4 Change Request Process – General Principles**

- 4.1 The Service Provider and TfL shall conduct discussions relating to any proposed Changes in good faith.
- 4.2 The Service Provider shall ensure that, if requested by TfL, the appointed Change Manager attends every Review Meeting and presents:
- 4.2.1 a complete list and detailed description of all outstanding, new and anticipated:
    - 4.2.1.1 Change Control Requests which relate to Additional Services and which relate to Changes; and
    - 4.2.1.2 Internal Changes raised by the Service Provider, together with details as to when each Change Control Request or Change that was issued or is to be issued and their current status; and
  - 4.2.2 a report on resources deployed in relation to Changes during the period since the previous Review Meeting including such detail as TfL may reasonably request.
- 4.3 The Service Provider shall prioritise Change Control Requests and Internal Changes as TfL may require, acting reasonably, on the basis that any prioritised Change Control Requests and Internal Changes must serve to assist and improve the overall operation of the Services.
- 4.4 The Service Provider will use its reasonable endeavours to suggest Changes on occasions that would result in a benefit to TfL.

- 4.5 Change Control Requests submitted in accordance with this Schedule shall be in the format set out in Annex B (Change Control Request Form).
- 4.6 Impact Assessments submitted in accordance with this Schedule shall be in the format set out in Annex D (Impact Assessment Form).
- 4.7 Until such time an amendment to the Contract is authorised in accordance with the Change Control Request Procedure, the Service Provider and TfL shall, unless otherwise agreed in writing, continue to perform their respective obligations under the Contract as if the Change giving rise to such amendment had not been requested.
- 4.8 Any discussions which take place between TfL and the Service Provider in connection with a Change before the authorisation of a resultant amendment to the Contract shall be without limitation to the obligations, and without prejudice to the rights or remedies of each party under this Contract (and, in the case of rights and remedies, under common law or in equity).
- 4.9 The Service Provider shall not commence any new work in connection with Changes (or any other piece of work) until a Change Authorisation has been issued pursuant to the provisions of this Schedule. The Service Provider agrees that it shall not be relieved of any of its obligations as a result of TfL considering or refusing any Change Control Request nor shall TfL's rights or remedies (under this Contract, under common law or in equity) be prejudiced or affected in any way by such consideration or refusal.
- 4.10 The Service Provider shall not unreasonably withhold or delay its consent to any proposed Change Control Request.
- 4.11 All time periods set out in this Schedule may, in respect of a particular Change Control Request, be changed from time to time if the Service Provider and TfL expressly in writing agree.

## **5 Milestones, Testing and Payment**

- 5.1 TfL shall be entitled to specify in the Change Control Request high level Milestone Achievement Criteria and Milestones, if appropriate, for the proposed Change.
- 5.2 The Service Provider shall provide proposed low level Milestone Achievement Criteria, if appropriate, as part of any relevant Impact Assessment, for approval by TfL.
- 5.3 TfL shall be under no obligation to commence payment in respect of the relevant Change until such time as any required testing has been successfully completed and TfL is satisfied that the Change has been successfully implemented and approved.

## **6 Charging for Changes**

- 6.1 The pricing of any Changes (if applicable) shall be determined in accordance with Annex C to this Schedule.
- 6.2 Subject to paragraphs 5.3, 6.3, 6.4, 6.5, 6.6 and 11 of this Schedule, on issue by TfL of a relevant Change Authorisation and production of an appropriate serially numbered amendment to this Contract in accordance with this Schedule, payment shall be made provided that such payment is not expressly prohibited under this Contract.
- 6.3 Activity associated with the re-configuration of the Service Provider's systems in respect of any or all of the elements set out in Annex A to this Schedule (each a "**Parameterised Change Element**") resulting from, or forming the subject of, a Change, shall not attract any cost unless otherwise expressly agreed by TfL and the Service Provider shall not request any amount for any Parameterised Change Element within the scope set out in that Annex A (or for any other item or thing expressly prohibited under this Contract).
- 6.4 Without prejudice to paragraph 11 (Costs of Changes in Law), any Changes to TfL Business Rules shall not attract any cost unless such changes have a material impact on the Service Provider's costs of performing the Services.
- 6.5 Any changes to templates or standard text to be used for Warrants, information leaflets or Correspondence shall not attract any cost.
- 6.6 The design, development and implementation of the Interfaces shall not attract any cost.

## **7 General Change Proposed by TFL**

- 7.1 TfL shall be entitled to request a General Change in accordance with this paragraph 7. In relation to such requested General Change, unless and until a written Change Authorisation has been executed by the authorised representative of TfL and accepted by the Service Provider in accordance with the provisions of this paragraph 7, the Service Provider shall, unless otherwise expressly agreed in writing, continue to supply the Services in accordance with the existing terms of this Contract.
- 7.2 If TfL wishes to request a General Change, it shall serve on the Service Provider a Change Control Request setting out:
- 7.2.1 TfL's reasons for proposing the General Change;
- 7.2.2 sufficient details of the General Change to enable the Service Provider to provide an Impact Assessment;
- 7.2.3 the date by which TfL wishes the General Change to be implemented and the dates of proposed Milestones (if any); and
- 7.2.4 any dates by which a decision or response is critical.

- 7.3 As soon as reasonably practicable and in any event within the periods set out below the Service Provider shall either deliver to TfL:
- 7.3.1 an Impact Assessment in accordance with paragraph 7.7 within twenty (20) Business Days of receipt of the Change Control Request, or
  - 7.3.2 subject to paragraph 7.4, issue a notice setting out in detail the grounds on which the Service Provider objects to the proposed General Change (an “**Objection Notice**”).
- 7.4 The Service Provider shall only be entitled to object to a Change Control Request relating to a General Change to the extent it can demonstrate to TfL’s reasonable satisfaction that the General Change would, if implemented, contravene any law.
- 7.5 Objections shall be dealt with as follows:
- 7.5.1 if TfL disagrees with the objections raised by the Service Provider in the Objection Notice, the Service Provider and TfL shall meet with a view to establishing whether the Service Provider’s objections are valid;
  - 7.5.2 if, within ten (10) Business Days of receipt by TfL of any Objection Notice, the validity or otherwise of the Service Provider’s objections remain to be agreed, the question of validity shall be dealt with in accordance with clause 34 of the Contract (Dispute Resolution); and
  - 7.5.3 if TfL agrees with the objections in the Objection Notice and this is notified to the Service Provider in writing, or it is determined by the procedure set out in clause 34 of the Contract (Dispute Resolution) that the objections in the Objection Notice are valid, the relevant Change Control Request shall be deemed to be withdrawn.
- 7.6 If, following receipt of an Objection Notice, it is agreed in writing by TfL and the Service Provider or determined by the procedure set out in clause 34 of the Contract (Dispute Resolution) that the objections in an Objection Notice are not valid the Service Provider shall deliver to TfL an Impact Assessment in accordance with paragraph 7.7 within twenty (20) Business Days, of the date of such agreement or determination.
- 7.7 The Impact Assessment shall include the following:
- 7.7.1 sufficient details of the Change (including an estimate of the costs or savings of implementing the Change);
  - 7.7.2 information and details of any interfaces required in connection with the proposed Change;
  - 7.7.3 a detailed cost/benefit and risk/reward analysis of the Change;
  - 7.7.4 any amendment required to this Contract as a result of the Change;

7.7.5 any impact or possible impact of (including without limitation all risks and possible issues associated with or resulting from) the Change on:

7.7.5.1 the provision of the Services or the Service Provider's ability to comply with its obligations under this Contract;

7.7.5.2 any Milestone Date which will or is likely to be affected;

7.7.5.3 the Operational Commencement Date (if appropriate);

7.7.5.4 the Statement of Requirements; and/or

7.7.5.5 the systems of Other Service Providers and/or third parties, as applicable.

7.7.6 confirmation that:

7.7.6.1 the Impact Assessment has been drawn up in accordance with the pricing principles set out in Annex C to this Schedule;

7.7.6.2 there has been no material omission or inaccuracy in the facts and pricing assumptions provided by it, on which any proposed payments are based, and which are set out or referenced in the Impact Assessment; and

7.7.6.3 in estimating the costs on which any proposed payments are based it has complied with best accountancy and financial accounting practice,

in each case unless this Contract expressly prohibits any additional costs or expenses for TfL;

7.7.7 the proposed timescale for implementation of the Change (having regard to any information provided by TfL pursuant to paragraphs 7.2.3 and 7.2.4) and the steps and measures (in as much detail as practicable in the circumstances) that the Service Provider intends to take in order to implement the Change, including:

7.7.7.1 the details of any date or dates by which any decision by TfL is critical;

7.7.7.2 an outline of the Service Provider's detailed obligations;

7.7.7.3 the programme for implementing the Change and any Milestones;

7.7.7.4 the commencement date of the Change; and

7.7.7.5 any proposed date for acceptance; and

7.7.8 any Parameterised Change Elements forming part of the Change.

7.8 Following receipt of the Impact Assessment by TfL:

7.8.1 as soon as practicable after TfL receives the Impact Assessment, the Service Provider and TfL shall discuss, further develop and attempt to agree in writing and finalise the Impact Assessment (including pricing and payment if applicable);

7.8.2 in the discussions referred to in paragraph 7.8.1, the Service Provider shall:

7.8.2.1 provide evidence that the Service Provider has used all reasonable endeavours (including, where practicable, the use of competitive quotes) to oblige its sub-contractors to minimise any increase in costs and maximise any reduction in costs;

7.8.2.2 demonstrate how any expenditure to be incurred or avoided is being measured in a cost effective manner, including showing that when such expenditure is incurred, foreseeable changes in Law at that time have been taken into account by the Service Provider; and

7.8.2.3 demonstrate that any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain assets that have been affected by the General Change, has been taken into account in the Impact Assessment;

7.8.3 as a result of the Impact Assessment or discussions, TfL may revise or withdraw the Change Control Request relating to the General Change. Following the receipt of any revised Change Control Request, the Service Provider shall as soon as practicable notify TfL of any revisions to the Impact Assessment; and

7.8.4 if the Service Provider and TfL cannot agree on the contents of the Impact Assessment after a period of twenty (20) Business Days following the date of the first meeting to discuss the Impact Assessment or, if the Service Provider is required to notify TfL of any revisions to the Impact Assessment, a period of twenty (20) Business Days following the date of receipt by TfL of such notification, the matters in dispute shall be determined in accordance with clause 34 of the Contract (Dispute Resolution).

7.9 Within twenty (20) Business Days of an Impact Assessment being agreed or determined pursuant to paragraph 7.8, TfL shall:

7.9.1 issue to the Service Provider a Change Authorisation requiring the Service Provider to implement the Change in accordance with the Impact Assessment, as so agreed or determined; or

7.9.2 notify the Service Provider that TfL is withdrawing the relevant Change Control Request.

- 7.10 Upon receipt of the Change Authorisation, the Service Provider shall promptly produce a serially numbered amendment to the Contract, such amendment detailing the terms of the Impact Assessment, as agreed or determined pursuant to paragraph 7.8 (including but not limited to all necessary amendments to the Contract and related documentation required as a result of the implementation of the Change).
- 7.11 The Service Provider shall as soon as practicable, following issue of the amendment in accordance with paragraph 7.10, implement the relevant General Change in accordance with the terms of the Impact Assessment, as agreed or determined pursuant to paragraph 7.8.

## **8 General Change Proposed by the Service Provider**

- 8.1 The Service Provider shall be entitled to request General Changes in accordance with this paragraph 8. In relation to each such requested General Change, unless and until a written Change Authorisation has been issued by TfL and accepted by the Service Provider in accordance with the provisions of this paragraph 8, the Service Provider shall, unless otherwise expressly agreed in writing by TfL, continue to supply the Services in accordance with the existing terms of this Contract.
- 8.2 If the Service Provider wishes to propose a General Change, the Service Provider shall provide to TfL a Change Control Request together with an Impact Assessment relating to such requested General Change. Such Impact Assessment shall contain the detail set out in paragraph 7.7 and unless agreed otherwise by TfL at TfL's absolute discretion, the cost of preparation of such Impact Assessment shall be borne by the Service Provider.
- 8.3 Upon receipt of a Change Control Request and Impact Assessment from the Service Provider in accordance with paragraph 8.2 above, the provisions of paragraph 7.8 shall apply, *mutatis mutandis*.
- 8.4 Within twenty (20) Business Days of an Impact Assessment being agreed or determined pursuant to paragraph 8.3, TfL shall:
- 8.4.1 issue to the Service Provider a Change Authorisation requiring the Service Provider to implement the General Change in accordance with the Impact Assessment, as so agreed or determined; or
- 8.4.2 notify the Service Provider that it is rejecting the Change Control Request.
- 8.5 For the avoidance of doubt, TfL shall not be required to pay the Service Provider any amounts (including costs and expenses) which the Service Provider may have incurred in the preparation of the Change Control Request or the Impact Assessment, unless otherwise agreed by TfL at its absolute discretion.
- 8.6 Upon notice of a Change Authorisation being issued by TfL the provisions of paragraphs 7.10 and 7.11 shall apply in respect of the General Change (*mutatis mutandis*).

## **9 Mandatory Changes**

- 9.1 TfL shall be entitled to request a Mandatory Change in accordance with this paragraph 9.
- 9.2 If the Service Provider reasonably believes that a Mandatory Change is required at any time it shall promptly inform TfL in writing.
- 9.3 Subject to paragraph 9.4:
- 9.3.1 the provisions of paragraphs 7.2, 7.3, and 7.7 to 7.11 (inclusive) of this Schedule shall apply in respect of any Mandatory Change required as a result of a Change in Law, *mutatis mutandis*, provided always that:
- 9.3.1.1 the Service Provider shall not be entitled to object to such a Mandatory Change pursuant to paragraph 7.3; and
- 9.3.1.2 in addition to the matters listed in paragraph 7.8.2, the Service Provider shall be required at the same time to provide evidence to TfL of how the relevant Change in Law has affected prices charged or costs incurred by contractors providing services similar to the Services, including (where relevant) any sub-contractors; and
- 9.3.2 the provisions of paragraphs 7.2, 7.3, 7.7 and 7.10 to 7.11 (inclusive) of this Schedule shall apply in respect of any Mandatory Change required as a result of an Emergency, *mutatis mutandis*, provided however that:
- 9.3.2.1 the Service Provider shall have regard to the urgency of the circumstances and the Impact Assessment to be delivered to TfL under paragraph 7.3.1 shall be delivered within two (2) Business Days of receipt of the Change Control Request;
- 9.3.2.2 within three (3) Business Days of receipt by TfL of the relevant Impact Assessment, the Service Provider and TfL shall discuss, further develop and attempt to agree and finalise on a fair and reasonable basis (including as regards payment unless this Contract expressly prohibits any additional costs or expenses for TfL) the matters set out in that Impact Assessment having regard to any action taken and costs incurred by the Service Provider and any further payments made by TfL since its issue, and when such matters are agreed TfL shall issue to the Service Provider a Change Authorisation requiring the Service Provider to implement the Change in accordance with the Impact Assessment, as so agreed;
- 9.3.2.3 if the Service Provider and TfL cannot agree the contents of the Impact Assessment within fifteen (15) Business Days of receipt by TfL of the relevant Impact Assessment, TfL may:

- 1) allow the Service Provider and TfL to discuss the matter for a further period of no more than five (5) Business Days to attempt to agree the issues set out in the relevant Impact Assessment; or
- 2) instruct the Service Provider to cease the implementation of the Mandatory Change and notify the Service Provider that TfL is withdrawing the relevant Change Control Request;

9.3.2.4 if the Service Provider and TfL cannot agree the contents of the Impact Assessment during the time period described in paragraph 9.3.2.2 above and TfL does not withdraw the relevant Change Control Request, the matter shall be determined in accordance with clause 34 of the Contract (Dispute Resolution).

9.3.3 the provisions of paragraphs 7.2 to 7.11 (inclusive) of this Schedule shall apply in respect of any other Mandatory Change, *mutatis mutandis*.

9.4 The Service Provider shall at all times promptly carry out the implementation of a Mandatory Change in accordance with TfL's directions, notwithstanding that the price or any other details contained in Impact Assessment have not been agreed or determined pursuant to paragraph 9.3.

## **10 Internal Changes**

10.1 The Service Provider shall provide to TfL at each Review Meeting a complete list of any Internal Changes planned by the Service Provider to be implemented over the four (4) months following that meeting, or more frequently as TfL may require from time to time. If for any reason any Review Meeting is not held, the Service Provider shall provide such information to TfL on or before the date that the relevant Review Meeting was to have been held.

10.2 TfL shall be entitled to require the Service Provider not to implement any or all proposed Internal Changes.

10.3 The Service Provider shall comply with all reasonable requests of TfL relating to the prioritisation and/or scheduling of Internal Changes.

10.4 The Service Provider shall conduct such tests and shall create all appropriate test reports and other documentation appropriate to confirm the successful implementation and completion of Internal Changes and shall conduct all relevant testing to confirm that Internal Changes are successful. The Service Provider shall promptly produce copies of all documentation referred to in this paragraph to TfL upon request.

10.5 All costs associated with the proposal, testing and implementation of Internal Changes shall be borne by the Service Provider.

## **11 Costs of Changes In Law**

The Service Provider shall be responsible for all costs incurred by the parties in complying with their obligations under this Contract as a result of, or in relation to, a Change in Law.

## **Annex A**

### **Parameterised Change Elements**

- 1 Parameterised Change Elements will not be hard-coded into the Service Provider's systems. They will be stored centrally, for example in parameter tables, and be configurable by non-IT personnel. This will allow the Parameterised Change Elements to be varied by value and variety using a parameter driven configuration approach. Wherever reasonably practicable, the Service Provider will make use of Parameterised Change Elements to facilitate future Changes to the Services.
- 2 The Parameterised Change Elements will include but not be limited to:
  - 2.1 monetary amounts;
  - 2.2 percentage values;
  - 2.3 dates;
  - 2.4 times; and
  - 2.5 time periods (provided that any associated work directly arising from changes to such periods, which has a material impact on the Services, shall not be a Parameterised Change Element).

## Annex B

### Change Control Request Form (CCR) Applicable to All Change Control Requests

CC&TE CHANGE CONTROL REQUEST (please attach any supporting documentation)				
Enforcement Agent's Services Agreement				
TfL Budget Code (allocated by TfL Commercial)		CCR No. (allocated by TfL Ch M)		CCR Version No. (allocated by TfL Ch M)
<b>CHANGE TITLE</b>				
<b>Originating Organisation/Team</b>		<b>Work Area(s) Affected</b>		<b>No. of Attachments</b>
<b>Contract requirement or contract reference amended by this change</b>				
<b>Description of proposed change</b> (assumption, requirement, procedure, programme)				
<b>Acceptance Criteria</b> (factors to be tested at acceptance stage)				
<b>Parties consulted</b> (internal and external individuals / groups)				
<b>Reason for change</b> (drivers, objectives, success criteria)				
<b>Potential Benefits</b> (include cost savings, benefits to other work areas, improved customer satisfaction)				
<b>Date that change is required</b> (provide a calendar date if possible and the effect if this date is not met)				
<b>Alternatives considered</b> (including "do nothing" scenario)				
<b>Impact Assessment Requirements</b> (specific, in addition to cost, programme, technical, operational)				
<b>Agreed Milestone Dates</b> (if any)				
<b>CCR Sign Off</b> (Pre Impact Assessment)	<b>Originator</b>		<b>Date</b>	
	<b>TfL Team Leader</b>		<b>Date</b>	
	<b>TfL Change Man.</b>		<b>Date</b>	
<b>CCR Authorisation</b> (Post Impact Assessment)	<b>IAF Ref. No.</b>		<b>Date</b>	
	<b>TfL Team Leader</b>		<b>Date</b>	
	<b>TfL Commercial</b>		<b>Date</b>	

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## **Annex C**

### **Principles to Apply to the Pricing of Changes to this Contract**

This Annex sets out the principles to apply to quotations for Impact Assessments and the determination of any payment to the Service Provider relating to a Change.

#### **1 General Principle**

Where any payment to be made by TfL to the Service Provider in respect of the Services is governed or by any law then the amount payable by TfL shall be calculated in accordance with, and shall not exceed any amount prescribed by such law.

#### **2 General – Supporting Documentation**

When preparing estimates and/or quotations in respect of Changes the Service Provider shall at all times support such estimates and/or quotations with comprehensive and detailed figures and records, including disclosure of the assumptions underlying such estimates and/or quotations. Without prejudice to the generality of the foregoing, the extent of such disclosure shall be sufficient for TfL to verify to its own reasonable satisfaction that the costs to be incurred are relevant and necessary.

## ANNEX D

### Impact Assessment Form (IAF) Applicable to All Change Control Requests

<b>IMPACT ASSESSMENT FORM</b> (please attach any supporting documentation)			
<b>Enforcement Agent's Services Agreement</b>			
<b>CCR No.</b> <small>(allocated by TfL ChM)</small>		<b>CCR Version No.</b> <small>(allocated by TfL ChM)</small>	
		<b>IAF Version No.</b> <small>(allocated by TfL ChM)</small>	
<b>Assessing Team</b>		<b>No. of Attachments</b>	
<b>IMPACTS</b> (All impacts)			
<b>Programme Impact</b> (anticipated delivery timescales)			
<b>Cost Impact</b> (including lump sum, periodic payments and / or percentage of revenue)			
<b>Technical Impact</b> (including change type: application, operational, contract)			
<b>Operational Impact</b> (including any factors relating to testing / acceptance regime)			
<b>Impact on LEZ</b>			
<b>Any Other Impacts And / Or Risks</b> (including mitigations for any risks identified)			
<b>Documents</b> (Identify all changes to Contract and / or Design documents)			
<b>Dependencies And Assumptions</b>			
<b>Recommendation</b> (to be completed by Service Provider) Accept and proceed to IAF / Reject / Defer			
<b>Signed (Assessor)</b>		<b>Dated (Assessor)</b>	
<b>Signed (Team Leader)</b>		<b>Dated (Team Leader)</b>	
<b>Logged By (TfL Ch M)</b>		<b>Dated (TfL Ch M)</b>	

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## SCHEDULE 9

### Contract Management and Reporting Procedure

#### 1. Scope and Definitions

1.1 This schedule sets out:

1.1.1 contract management procedures; and

1.1.2 the reporting requirements with which the Service Provider shall comply.

1.2 The objective of this Schedule is to ensure that a successful working relationship is maintained that will enable:

1.2.1 the implementation of the Services in a timely manner and in any event in accordance with the timescales required under this Contract; and

1.2.2 TfL to monitor the Service Provider's performance of the Services.

#### 2. Representatives

2.1 The Service Provider shall appoint a contract manager, with prime responsibility for the Service Provider's provision of the Services and the management of the Contract (the "**Service Provider's Contract Manager**").

2.2 TfL shall appoint a project manager who shall be responsible for administering the Contract on behalf of TfL during the Implementation Phase and who may delegate his or her duties as he or she deems appropriate ("**TfL's Project Manager**").

2.3 TfL shall appoint a contract manager who shall be responsible for administering the Agreement on behalf of TfL during the Operational Phase and who may delegate his or her duties as he or she deems appropriate ("**TfL's Contract Manager**").

2.4 The name and contact details of TfL's Project Manager, the Service Provider's Contract Manager and TfL's Contract Manager as at the Contract Commencement Date are set out in Schedule 1 (Key Contract Information).

2.5 The Service Provider shall not change the Service Provider's Contract Manager without first obtaining TfL's written consent to the proposed replacement, such consent not to be unreasonably withheld or delayed. If such approval is given, the Service Provider shall replace such person with a person of at least equal skill and experience.

#### 3. Project Management

3.1 A project review group will be set up consisting of the Service Provider's Contract Manager, TfL's Project Manager and such other persons as may be agreed between the Service Provider and TfL from time to time (the "**Project Review Group**").

3.2 The Project Review Group's responsibilities will include, but not be limited to:

3.2.1 review of the Incident Log and resolution of Escalated Incidents;

- 3.2.2 review of the risks and issues register and the resolution of issues and mitigation of risks;
  - 3.2.3 monitoring of progress against the Implementation Plan; and
  - 3.2.4 reviewing the level of the Service Provider's resources.
- 3.3 The Project Review Group will meet weekly in London during the Implementation Phase or at such other period or venue as may be agreed between the Service Provider and TfL (each such meeting being a "**Project Review Meeting**"). Minutes will be taken by TfL and circulated for review. The minutes shall include an action log detailing actions for either the Service Provider or TfL as agreed at the Project Review Meeting. Such actions shall only be deemed closed when the parties have agreed them to be closed at a Project Review Meeting or expressly in writing.
- 3.4 In the event that the Service Provider's Contract Manager is unable to attend a Project Review Group Meeting, such meeting shall be attended by a representative of the Service Provider:
- 3.4.1 who shall be an equivalent of, or more senior member of, the Service Provider's Personnel than the Service Provider's Contract Manager; and
  - 3.4.2 whose identity shall be communicated to, and agreed by, TfL prior to the meeting.
- 3.5 Unless expressly agreed in writing to the contrary by TfL and the Service Provider, the decisions taken by, actions of and any failure to act by, the Project Review Group shall not in any way relieve the Service Provider of any of its obligations under this Contract nor shall they constitute a Change or grounds for a Change Request or make TfL responsible for any additional cost or expense or create any liability on TfL.
4. **Review Meetings**
- 4.1 Within 5 Business Days after the end of each month following the Operational Commencement Date, or such other period as may be agreed between the parties, a review meeting shall be held between TfL's Contract Manager and the Service Provider's Contract Manager (each such meeting being a "**Review Meeting**") to:
- 4.1.1 review the most recent Reports, including the Performance Indicator Report;
  - 4.1.2 review the Service Provider's performance of the Services against the Acceptable Service Levels;
  - 4.1.3 review the complaints log and seek to determine any outstanding complaints;
  - 4.1.4 review the Incident Log, resolve any Escalated Incidents and identify any measures required by TfL to prevent the re-occurrence of any Incidents which arose or occurred in the period since the previous Review Meeting;
  - 4.1.5 identify any measures required by TfL to improve the Service Provider's performance of the Services; and

- 4.1.6 in accordance with Clause 36 (Dispute Resolution Procedure), to identify any disputes between the parties and to seek to resolve them.
- 4.2 TfL's Contract Manager shall chair each Review Meeting and all decisions reached and actions agreed at each Review Meeting shall be recorded in writing by the TfL's Contract Manager, issued to the Service Provider's Contract Manager within 48 hours of the Review Meeting and signed by both parties.
5. **Strategic Review**
- 5.1 Strategic review meetings (each such meeting being a "**Strategic Review Meeting**") shall be held between the Service Provider and TfL. The frequency of the Strategic Review Meetings may be varied by mutual agreement subject to a minimum requirement of one Strategic Review Meeting within every six (6) months throughout the Term.
- 5.2 Strategic Review Meetings shall be the forum for, but not limited to, the review by the Service Provider and TfL at the senior operational management level of:
- 5.2.1 Escalated Incidents;
- 5.2.2 Escalated risks;
- 5.2.3 major business Changes;
- 5.2.4 significant commercial, legal and media issues; and
- 5.2.5 opportunities for improvement in the delivery of the Services.
- 5.3 The Strategic Review meetings will be attended by:
- 5.3.1 the Service Provider's Personnel with overall responsibility for this Contract;
- 5.3.2 the Service Provider's operations lead;
- 5.3.3 TfL's operations lead;
- 5.3.4 the Service Provider's Contract Manager;
- 5.3.5 TfL's Project Manager or Contract Manager (as appropriate); and
- 5.3.6 such other persons as the parties may agree or TfL shall reasonably require.
- 5.4 Strategic Review Meetings shall:
- 5.4.1 take place at TfL's offices unless otherwise agreed in advance; and
- 5.4.2 be minuted by TfL.
- 5.5 The minutes of each Strategic Review Meeting shall:
- 5.5.1 include an action log detailing actions to be undertaken by the Service Provider and TfL as agreed at the Strategic Review Meeting. Such

actions shall only be deemed closed when the parties have agreed them to be closed at a Strategic Review Meeting or expressly in writing; and

5.5.2 be provided by TfL's Project Manager or Contract Manager (as appropriate) to the Service Provider within five (5) Business Days of the relevant meeting. The minutes of the preceding Strategic Review Meeting shall be agreed and signed on behalf of both the Service Provider and TfL at each Strategic Review Meeting.

5.6 At each Strategic Review Meeting, the Service Provider shall provide and present information, reports and documents (with such content and in such format and style as TfL may require) relating to the provision of the Services.

## 6. **Performance Indicator Reporting**

6.1 The Service Provider shall provide a Performance Indicator Report each month to TfL at or before the Review Meeting in accordance with the Report Specifications as approved by TfL.

6.2 The Performance Indicator Report shall report on the following:

6.2.1 the Service Provider's performance in respect of the Performance Indicators set out in Schedule 5 (Service Level Agreement); and

6.2.2 the Service Provider's performance in respect of any additional Performance Indicators as may be required from time to time pursuant to Schedule 5 (Service Level Agreement) and/or Schedule 8 (Change Control Request Procedure and Changes).

6.3 If TfL or the Service Provider identifies any errors, omissions or discrepancies in the Performance Indicator Report the Service Provider shall promptly correct such errors, omissions or discrepancies and republish the Performance Indicator Report within two (2) Business Days of such errors, omissions or discrepancies being identified, or such other period as the parties may expressly in writing agree.

## 7. **Incident Reporting**

7.1 The Service Provider shall promptly:

7.1.1 identify all Incidents that come to its attention, whether raised by the Service Provider's Personnel, by the Core Service Provider or by TfL, as a result of or in connection with Testing and/or during the provision of the Services;

7.1.2 record the Incident in the Incident Log (which, in the case of a Security Incident, shall be no later than four (4) hours after it came to the Service Provider's attention) and prepare an Incident report in relation thereto in such format as TfL may require from time to time; and

7.1.3 classify any Incident arising (whether raised by TfL or the Service Provider) as one of the categories set out in paragraph 7.2 and record this classification in the Incident Log.

7.2 Incidents shall be classified as either:

- 7.2.1 An Error, which shall be logged in the Incident Log and shall identify the Severity Level applicable to it and shall be resolved by the Service Provider at its cost; or
  - 7.2.2 a Service Issue, which shall be logged in the Incident Log, shall identify the relevant Severity Level applicable to it and which shall be resolved by the Service Provider at its cost; or
  - 7.2.3 a Security Incident, which shall be logged in the Incident Log, shall identify the relevant Severity Level applicable to it and which shall be resolved by the Service Provider at its cost; or
  - 7.2.4 an incident which does not fall within paragraphs 7.2.1 to 7.2.3 and therefore should be closed.
- 7.3 The Service Provider shall follow TfL's reasonable instructions in relation to the identification and resolution of Incidents (including the classification of an Incident and the classification of the Severity Level in respect of an Error, Security Incident or Service Issue, as appropriate) and the recording of Incidents.

## 8. **Other Reporting Requirements**

- 8.1 The Service Provider shall provide the reports detailed under this paragraph 8.
- 8.2 The Service Provider shall also provide TfL with any other ad hoc reports required upon request from TfL and at no additional cost to TfL. This will only apply where part or all of the data required is not available in the reports detailed under this paragraph 8.
- 8.3 The Service Provider shall deliver new ad hoc reports to TfL within forty eight (48) hours of TfL's request for the same, unless otherwise agreed with TfL (for example where an urgent ad hoc report is required more quickly or where the Service Provider can reasonably demonstrate that due to the complexity of the ad hoc report it requires more time for delivery).
- 8.4 The Service Provider shall produce functional specifications for each of the reports detailed under this paragraph 8. The Service Provider shall ensure that the proposed features and specifications are approved by TfL prior to being implemented and when submitting these for approval shall include explanations of how the reports are constructed, including:
  - 8.4.1 the source of the data used within the report;
  - 8.4.2 the logic and approach used to obtain the data used within the report;
  - 8.4.3 any constraints or exclusions applied to the data used within the report;
  - 8.4.4 any transformation applied to the data used within the report, including calculations and business rules applied to the data;
  - 8.4.5 the presentation of the data used in the report;
  - 8.4.6 the process and tools used to generate the report; and
  - 8.4.7 any input parameters to the report and report frequency if generated automatically.

- 8.5 Upon request by TfL, the Service Provider shall provide the underlying data and detailed calculations used to produce any Report.
- 8.6 The Service Provider shall provide a monthly report to TfL on contact centre efficiency (the "**Monthly Contact Centre Report**"), including:
- 8.6.1 number of calls received;
  - 8.6.2 number of calls answered;
  - 8.6.3 a breakdown of calls received by category (e.g. enquiry, payment, etc.);
  - 8.6.4 average call answering times, including a breakdown of system answering times and call operative answering times; and
  - 8.6.5 average call handling times, by category.
- 8.7 The Service Provider shall provide a weekly report to TfL on Warrant processing (the "**Weekly Warrant Report**"), including:
- 8.7.1 total Warrants received by Scheme;
  - 8.7.2 total Warrants where there has been Payment in Full by Scheme;
  - 8.7.3 total Warrants where there has been Payment but which is not Payment in Full by Scheme;
  - 8.7.4 total Warrants Returned, by Scheme;
  - 8.7.5 total Warrants withdrawn by Scheme; and
  - 8.7.6 total Warrants for which Controlled Goods Agreements have been agreed by Scheme.
- 8.8 The Service Provider shall provide a weekly report to TfL on the VAT paid for Enforcement Fees (the "**Weekly Enforcement Fee VAT Report**") directly paid to the HMRC regarding successful collected cases, including:
- 8.8.1 PCN number;
  - 8.8.2 date Fee collected;
  - 8.8.3 stage of collection;
  - 8.8.4 VAT paid; and
  - 8.8.5 method of payment to HMRC.
- 8.9 The Service Provider shall provide a weekly report on Escalations (the "**Weekly Escalation Report**"), including:
- 8.9.1 a list of all cases that have been Escalated, including the reasons for Escalation; and
  - 8.9.2 a list of all cases currently under dispute which are likely to be Escalated.

- 8.10 The Service Provider shall provide a monthly report on complaints received (the "**Monthly Complaint Report**"), including:
- 8.10.1 total number of complaints received by month/year;
  - 8.10.2 total number of complaints received by stage;
  - 8.10.3 details of the outcome of complaints;
  - 8.10.4 details of action taken to resolve complaints; and
  - 8.10.5 details of action planned or taken to prevent future complaints of a similar nature; and
  - 8.10.6 details of the Service Providers own quality checks on the accuracy of the Correspondence being sent back to the Customer. The accuracy should reflect answering the Customer's queries and complaints. For the avoidance of doubt, the details should reflect the number of Correspondence found to be insufficient in answering queries and complaints.
- 8.11 The Service Provider shall provide a monthly Enforcement Fees report (the "**Monthly Enforcement Fees Report**", including:
- 8.11.1 total Enforcement Fees collected, by month/year and Scheme;
  - 8.11.2 total Enforcement Fees collected at each stage of the Enforcement Action Procedure, by month/year and Scheme;
  - 8.11.3 any overpayments received by the Service Provider, by month/year and Scheme; and
  - 8.11.4 any Unallocated Payments linked to TfL cases or debt.
- 8.12 The Service Provider shall provide a monthly On Hold report (the "**Monthly On Hold Report**"), including:
- 8.12.1 all Warrants On Hold;
  - 8.12.2 by Warrant, any Removed Goods [or vehicles]; and
  - 8.12.3 where relevant, a breakdown of all Enforcement Fees, including Storage Fees, incurred for each Warrant; and
  - 8.12.4 total number of days the Warrant has been On Hold.
- 8.13 The Service Provider shall provide a monthly report to TfL on Warrant processing (the "**Monthly Warrant Report**"), including:
- 8.13.1 total Warrants received by Scheme;
  - 8.13.2 PCN number;
  - 8.13.3 Warrant Status; and
  - 8.13.4 Payment details.

- 8.14 The Service Provider shall provide a quarterly settlement report on certain Warrant cases selected by TfL which shall be sent by the CSP or TfL for reconciliation purposes (the "**Quarterly Warrant Settlement Report**"). Once in receipt of the Quarterly Warrant Settlement Report for each quarter the Service Provider shall confirm the following details with either a yes or a no:
- 8.14.1 case status displayed on the Warrant Electronic Interface (i.e. Payment in Full, part Payment no more expected, part Payment more expected, gone away etc);
  - 8.14.2 value remitted; and
  - 8.14.3 case open or closed.
- 8.15 The Service Provider shall provide a weekly escalation report detailing all Warrant cases that have been escalated to TfL in accordance with Annex B (TfL Business Rules (Warrant)) of Schedule 2 (Statement of Requirements) only (the "**Weekly Business Rules (Warrant) Escalation Report**") which shall include the following:
- 8.15.1 PCN number;
  - 8.15.2 Customer name;
  - 8.15.3 make and model of vehicle;
  - 8.15.4 dates of all Correspondence;
  - 8.15.5 dates of any Visits;
  - 8.15.6 date of the last DVLA check;
  - 8.15.7 all Enforcement Fees (if any); and
  - 8.15.8 reason category for the escalation,
- 8.16 The Service Provider shall provide a monthly report to TfL on persistent evaders, by Scheme (the "**Persistent Evader Report**") including:
- 8.16.1 total Warrants/PCNs outstanding per VRM;
  - 8.16.2 total PCN balance outstanding per PCN;
  - 8.16.3 total Enforcement Fees outstanding per Warrant;
  - 8.16.4 date of contravention for each PCN;
  - 8.16.5 Registered Keeper information;
  - 8.16.6 Warrant address;
  - 8.16.7 any changes of address and the date of the change of address;
  - 8.16.8 details on propensity checks;
  - 8.16.9 Return code where relevant;
  - 8.16.10 date of last Correspondence or contact with the Customer; and

- 8.16.11 any other useful commentary about the persistent evader.
- 8.17 The Service Provider shall provide a monthly report by Scheme to TfL on expired Warrants (the "**Monthly Expired Warrants Report**"), including:
- 8.17.1 the volume or amount of Controlled Goods Agreements in place in respect of the expired Warrants;
  - 8.17.2 expired Warrants for which full payment has been achieved (by month and rolling);
  - 8.17.3 partly paid closed/returned expired Warrants; and
  - 8.17.4 acknowledgement of expired Warrants received.
- 8.18 The Service Provider shall provide a monthly report by Scheme to TfL on Reallocated Warrants (the "**Monthly Reallocated Warrants Report**"), including:
- 8.18.1 the volume or amount of Controlled Goods Agreements in place in respect of the Reallocated Warrants;
  - 8.18.2 Reallocated Warrants for which Payment in Full has been achieved (by month and rolling);
  - 8.18.3 partly paid closed/returned Reallocated Warrants; and
  - 8.18.4 acknowledgement of Reallocated Warrants received.
- 8.19 The Service Provider shall provide a daily report to TfL split by Debt type (Scheme Auto Pay or Fleet Auto Pay) on all such collections (the "**Daily Auto Pay Collections Report**"), including:
- 8.19.1 volume or amounts of payment arrangements entered into;
  - 8.19.2 number of such collections for which the Service Provider has achieved Debt Payment in Full (by month and rolling);
  - 8.19.3 number of collections partly paid or closed/returned; and
  - 8.19.4 acknowledgement of all such cases received.
- 8.20 The Service Provider shall provide a monthly report, by Scheme to TfL on all Scottish and Northern Irish Debts (the "**Monthly Scottish and NI Debt Report**"), including:
- 8.20.1 payment arrangements/volumes and amounts;
  - 8.20.2 new address returns;
  - 8.20.3 partly paid closed/returned cases;
  - 8.20.4 PCNs (by month and rolling) for which Debt Payment in Full has been achieved; and
  - 8.20.5 acknowledgement of cases received.
- 8.21 The Service Provider shall provide a weekly report by Scheme to TfL for Scottish

and Northern Irish Debt, including details of queries/complaints/Escalations/payment disputes.

8.22 The Service Provider shall provide a weekly report split by Debt type (Scheme Auto Pay or Fleet Auto Pay) to TfL including details of all related queries/complaints/Escalations/payment disputes.

9. **Health and Safety Reporting Requirements**

9.1 The Supplier shall provide health and safety performance data in accordance with the requirements and timescales notified by the TfL. This information may include, but not be limited to the following:

9.1.1 Number and details of incidents,

9.1.2 Number of hours worked by individuals

9.1.3 Results of monitoring activities relating to their own organisation and any sub-contractors employed.

## **SCHEDULE 10**

### **Revenue Collection and Payment**

#### **1. Scope**

1.1 This Schedule sets out:

1.1.1 the controls and reconciliations that the Service Provider shall perform to ensure the receipt by TfL of all Revenue due; and

1.1.2 the financial reporting requirements.

#### **2. Daily Remittance to TfL of Revenue**

2.1 The Service Provider shall pay all Revenue without deduction or set off into the bank account nominated by TfL by direct bank transfer in an efficient and secure manner in accordance with Good Industry Practice (each such transfer being a "Remittance") within 24 hours of the Service Provider (or its agents, officers, employees, or subcontractors) having collected that Revenue.

#### **3. Control and Reconciliation**

3.1 Details of Remittances

##### **Daily Reporting**

3.1.1 The Service Provider shall provide a daily Remittance report to the CSP with details of each Remittance. The report shall be provided as an Excel spreadsheet or in such other format as TfL may require from time to time. The information to be provided in each such report shall include but not be limited to:

3.1.1.1 date of the report;

3.1.1.2 sum of the Remittance;

3.1.1.3 the Remittance broken down into individual receipts from Customers and in respect of each individual receipt:

3.1.1.3.1 the total amount of the individual receipt;

3.1.1.3.2 details of the payment method of the individual receipt;

3.1.1.3.3 the number(s) and date(s) of the PCNs to which the receipt relates;

3.1.1.3.4 receipt type by Scheme (e.g. Congestion Charge, LEZ, ULEZ, Traffic Enforcement etc.);

3.1.1.3.5 the relevant VRM; and

3.1.1.3.6 the Excel spreadsheet shall reference the corresponding XML/electronic file sent.

- 3.2 The Service Provider shall provide a summary of the information described in paragraph 3.1.1 to TfL containing such detail as TfL reasonably requires before 9 a.m. on the next Business Day.

#### **Four Weekly (Reconciliation Period) Reporting**

- 3.2.1 Within one (1) Business Day of the end of each four (4) weekly period commencing on the Service Commencement Date (each a “**Reconciliation Period**”), the Service Provider shall provide to TfL and the CSP a report setting out:

- 3.2.1.1 all amounts due to TfL at the start of that Reconciliation Period;
- 3.2.1.2 all Revenue recovered by the Service Provider during the Reconciliation Period (whether or not paid to TfL during such period);
- 3.2.1.3 all Remittances made to TfL during that Reconciliation Period;
- 3.2.1.4 all amounts (if any) due to TfL at the end of the Reconciliation Period;
- 3.2.1.5 the amount due to TfL in respect of all outstanding Warrants and Debts at the end of that Reconciliation Period in sufficient detail to enable TfL’s auditors to fulfil their statutory duties in relation thereto, and to enable TfL to make an informed judgement as to whether to write the debt off;
- 3.2.1.6 all reversed payments and amounts reimbursed or refunded to Customers by the Service Provider and the reasons in each case therefore;
- 3.2.1.7 all waived amounts and the reasons therefore;
- 3.2.1.8 the amounts of overpayments received in the Reconciliation Period;
- 3.2.1.9 invoice VAT applicable amounts from enforcement action taken to recover TfL debts, this shall be completed by emailing an invoice and posting an invoice to a TfL specified address.

- 3.2.2 Part payments of any Warrant and Debts as identified in the reconciliation at the end of each Reconciliation Period, shall be supported by a statement setting out for each of the corresponding receipts:

- 3.2.2.1 the date of the transaction;
- 3.2.2.2 the amount;
- 3.2.2.3 the name and appropriate details of the Customer; and
- 3.2.2.4 the PCN numbers and VRM to which they relate.

- 3.2.3 The Service Provider shall maintain, in relation to each payment transaction

made by a Customer, accounting records for and on behalf of TfL to a standard equivalent to the requirements of sections 386 to 389 of the Companies Act 2006.

- 3.2.4 The Service Provider shall make available in printable and electronically transferable form copies of all reconciliations as detailed in paragraph 3.1 of this Schedule. The electronically transferable copy shall be in SAP format and shall comply with TfL's requirements in all respects.
- 3.2.5 The Service Provider shall, in respect of any Remittance in respect of which it has failed to provide all information as required by this paragraph 3, provide such missing information to TfL within five (5) Business Days of receipt of the relevant sum.
- 3.2.6 Within one (1) Business Day of the end of TfL's financial year the Service Provider shall provide to TfL a financial report providing cumulative details for the financial year of the information required under paragraph 3.1.
- 3.2.7 The Service Provider shall ensure that there is consistency between all Reports provided to TfL, resolving any variations prior to sending the reports to TfL.

#### **4. Currency**

- 4.1 All Revenue shall be paid to TfL in pounds Sterling unless:
  - 4.1.1 TfL specifies that Revenue shall also be in, or replaced by, Euros and has given the Service Provider at least four (4) weeks' notice of this; or
  - 4.1.2 The Service Provider is required by law to pay the Revenue in Euros.

#### **5. Financial Reporting**

- 5.1 Where TfL requires the Service Provider to provide reports to TfL in relation to this Schedule, such reports shall, without limitation to any other details required to be included by TfL in accordance with this Agreement, be provided in accordance with the provisions of Annex A to this Schedule.

#### **6. VAT Invoices**

- 6.1 The Service Provider shall invoice TfL on a monthly basis in arrears for any properly owed VAT Payments. Each invoice shall:
  - 6.1.1 contain all the information required by TfL including the period of VAT it relates to, TfL account details, Agreement Reference Number (contained in Schedule 1 (Key Contract Information)), Service Provider's name, address and bank account details to which payment should be made, the value of Enforcement Fees before VAT and the VAT total paid to the HM Revenue and Customs (HMRC). Invoices should be clear, concise, accurate and adequately descriptive to avoid delays in processing subsequent payment; and
  - 6.1.2 be sent in an electronic format to a specified TfL email address (to be

provided by TfL to the Service Provider).

## **7. Debt Recovery Invoices**

7.1 The Service Provider shall invoice TfL on a monthly basis in arrears for any properly owed Commission Payments. Each invoice shall:

7.1.1 contain all the information required by TfL including the period the invoice relates to, TfL account details, Agreement Reference Number (contained in Schedule 1 (Key Contract Information), Service Provider's name, address and bank account details to which payment should be made, the dates on each debt recovered, the value and the commission rate total. Invoices should be clear, concise, accurate and adequately descriptive to avoid delays in processing subsequent payment; and

7.1.2 be sent in an electronic format to a specified TfL email address (to be provided by TfL to the Service Provider).

## **8. General Provisions relating to all invoices**

8.1 In the event of any Change to the Services or in the event any Additional Services are agreed that involve the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.

8.2 TfL shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Schedule, in a timely manner. If TfL considers that any invoice issued by the Service Provider has:

8.2.1 been correctly calculated and is correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as TfL may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1 (Key Contract Information);

8.2.2 not been calculated correctly or if the invoice contains any other error or inadequacy, TfL shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to TfL.

8.3 TfL shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.

8.4 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

## ANNEX A

### Financial Reporting

The Service Provider shall comply with the following provisions in relation to reports relating to, or to be provided in accordance with, this Schedule 10 (Revenue Collection and Payment):

1. Financial management information may be required by TfL in both hard copy and electronic format. Where required by TfL, the electronic format shall be provided to TfL in SAP file format.
2. The process for agreeing the format for the reports to be provided under this Schedule will be for the Service Provider to supply TfL with a prototype of each report for approval by TfL prior to each report being used.
3. The reports shall be compiled in accordance with UK GAAP accounting standards and accounting policies.
4. The Service Provider will comply with all changes in accounting standards which are applicable to the Schemes. Examples of a change in accounting standards include but are not limited to:
  - 4.1.1 changes in legislation;
  - 4.1.2 changes in financial reporting standards;
  - 4.1.3 changes in Chartered Institute of Public Finance and Accountancy (CIPFA) guidelines;
  - 4.1.4 changes in reporting requirements set out by the Department of Communities and Local Government, the GLA or any successor bodies; and
  - 4.1.5 changes in any other code of practice that is recognised by the Accounting Standards Board as a statement of recommended practice.
5. Compliance will be in accordance with timescales laid down in the relevant Accounting Standard.
6. The Service Provider will comply with requests from TfL for changes in accounting policies at no cost to TfL. A change in accounting policy is defined as any change in accounting treatment that does not result from a change in an accounting standard. Compliance with any such request shall not constitute a Change.
7. The Service Provider shall maintain, in relation to each transaction, accounting records for and on behalf of TfL to a standard equivalent to the requirements of sections 386 to 389 of the Companies Act 2006.

## SCHEDULE 11

### Operational Pricing

#### 1 **Scope**

This Schedule describes the process for calculating the operational price for the provision of the Debt Recovery Services.

#### 2 **Operational Pricing**

2.1 The Service Provider will be paid a variable monthly amount based on the volume of successful Debt Recovery collections carried out as part of the Services in accordance with the terms of this Contract and based on the volume and value of the collections received (the "**Commission Payments**").

2.2 Annex A to this Schedule sets out the price per collected value for each Commission Payment.

2.3 The sum of all Commission Payments due each month (the "**Operational Charge**") shall be calculated as follows:

2.3.1 For each type of Debt Recovery Service, the number of Debt Payments in Full received that month in respect of that Debt Recovery Service shall be multiplied by the overall value of those Debt Payments in Full before being multiplied by the relevant commission percentage for that Debt Recovery Service.

2.4 The worked example set out in paragraph 2.5 below shows, by way of example only, how the Operational Charge is calculated.

#### 3. **Worked Example**

##### **Monthly Commission Charges**

- 5 debts of £50 fully paid for defaulted Scheme Auto Pay or Fleet Auto Pay accounts (1% commission)
- 10 Scottish or Northern Irish debts of £50 fully paid (1% commission)
- 10 debts of £208.00 fully paid in respect of expired Warrants (1% commission rate)

$$\circ \quad £2.50 + £5.00 + £20.80 = £28.30$$

#### 4. **Payments**

The Service Provider shall invoice TfL for all properly due Commission Payments in accordance with the provisions of Schedule 10 (Revenue Collection and Payment).

## Annex A

**Table 1 – Commission Payments**

	<b>Process</b>	<b>Price per collected value</b>
1.	Receipt by the Service Provider of each Debt Payment in Full in respect of a defaulted Scheme Auto Pay or Fleet Auto Pay account.	████████████████████ ████████████████████
2.	Receipt by the Service Provider of each Debt Payment in Full in respect of any Scottish or Northern Irish debt	████████████████████ ████████████████████
3.	Receipt by the Service Provider of each Debt Payment in Full in respect of an expired Warrant.	████████████████████ ████████████████████
4.	Receipt by the Service Provider of Debt Payment in Full in respect of any other debt the Service Provider has been requested by TfL to recover (whether by way of the Change Control Request Procedure or otherwise) (save where Enforcement Fees are obtainable in respect of such debt in which case Commission Payments will not be payable)	████████████████████ ████████████████████

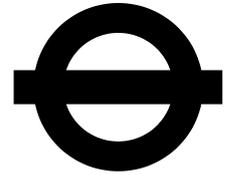
\*For the avoidance of doubt, the Service Provider shall not be entitled to any Commission Payments for Warrant enforcement as Enforcement Fees are recoverable from the Customer. This includes all disbursements or any other costs.

\*\*For the avoidance of doubt, the Service Provider shall not be entitled to any Commission Payments for obtaining and/or enforcing any successful Writ from the Scottish or Northern Irish Courts as Enforcement Fees are recoverable from the Customer. This includes all disbursements or and other costs.

SCHEDULE 12

TfL: Supplier Diversity Definitions

# Transport for London



## TfL Supplier Diversity Definitions

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*Issue Date:* February 2010  
*Effective:* February 2010

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## 1. Document Outline

### 1.1 Background

Encouraging a diverse base of supplier forms a part of the GLA Group Responsible Procurement Policy. The TfL Supplier Diversity Definitions ensure consistency across Supplier Diversity activities across TfL. These definitions form a basis for the TfL Supplier Diversity Policy and act as a basis for alignment in the measurement of diverse suppliers.

### 1.2 Version Control

Version Date	Author	Notes
26 February 2010	C Cottam	Turnover/Balance Sheet Amendment
02 February 2009	C Cottam	SME definition update
31 January 2008	J Gall	Ownership categorisation
8 <sup>th</sup> May 2006	J Gall	EU definitions
19 <sup>th</sup> October 2005	J Gall	Updates/clarifications

## 2. Diverse Suppliers

For the purposes of TfL's Procurement Supplier Diversity Programme, "**Diverse Suppliers**" comprise the following four subsets:

2.1 Small and Medium Enterprises (SMEs)

2.2 Black, Asian and Minority Ethnic (BAME) businesses

2.3 Suppliers from other under-represented or protected groups

2.4 Suppliers demonstrating a diverse workforce composition

The more detailed explanations of the four above subsets are given in the sections below.

### 3. **Small and Medium Enterprises (SMEs)**

**3.1 A Small Enterprise<sup>5</sup>** is a business which has both the following:

- i) 0-49 Full Time Equivalent employees<sup>1</sup>;

AND EITHER

- ii) Turnover<sup>2</sup> per annum of no more than £5.6 million net (or £6.72 million gross); in the last financial year;

OR

- iii) Balance sheet total<sup>4</sup> of no more than £2.8 million net (£3.36 million gross).

**3.2 A Medium Enterprise<sup>5</sup>** is a business which has both the following:

- i) 50-249 Full Time Equivalent employees<sup>1</sup>;

AND EITHER

- ii) Turnover<sup>2</sup> per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year;

OR

- iii) Balance sheet total<sup>4</sup> of no more than £11.4 million net (or £13.68 million gross).

**3.3 A Large Enterprise<sup>5</sup>** is a business which has both the following:

- i) 250 and over Full Time Equivalent employees<sup>1</sup>;

AND EITHER

- ii) Turnover<sup>2</sup> per annum over £22.8 million net (or £27.36 million gross) in the last financial year;

OR

- iii) Balance sheet total<sup>4</sup> of over £11.4 million net (or £13.68 gross).

<sup>1</sup> Full Time equivalent employees is defined in Section 7.1

<sup>2</sup> Turnover is defined in Section 7.3

<sup>4</sup> Balance Sheet Total is defined in Section 7.5

<sup>5</sup> Further explanation is outlined in Section 7.7 (Definition of Size) & 7.8 (Ownership Categorisation)

#### 4. **Black, Asian and Minority Ethnic (BAME) owned businesses**

A Black, Asian and Minority Ethnic (BAME) owned business is a business which is 51% or more owned by members of one or more Black, Asian or Minority ethnic groups.

Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'White British'.

The minority ethnic classification groups used by TfL for monitoring purposes are:

<u>Ethnic group</u>	<u>Racial origin</u>
White	Irish Any other White background
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background
Black or Black British	Caribbean African Any other Black background
Chinese or other Ethnic Group	Chinese Any other Ethnic Group

## **5. Suppliers from other under-represented groups or protected groups**

**5.1** A Supplier from an under-represented group is one which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):

5.1.1 Women (gender)

5.1.2 Disabled people with physical and sensory impairments, learning difficulties and mental health requirements;

5.1.3 Lesbians, Gay men, Bisexual and Transgender people (sexual orientation); and

5.1.4 Older people (aged 60 or over), young people (aged 24 or under) (age)

**5.2** A Supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups, or alternatively, ownership by a social enterprise or a voluntary/community organisation).

## **6. Suppliers demonstrating a diverse workforce composition**

This relates to Full Time Equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed in II and III above.

## **7. Other Definitions & Information**

### **7.1 Full-Time Equivalent Employees**

Where employee numbers are used, these refer to Full-Time Equivalents (FTEs) expressed in **Annual Work Units** (see below). Staff headcount should include full-time, part-time and seasonal staff and includes the following:

- Employees
- Persons working for the enterprise being subordinated to it and considered to be employees under national law
- Owner managers
- Partners engaged in regular activity in the enterprise and benefiting from financial advantages from the enterprise.

Full-time workers are expressed as hours worked per week. TfL refer to standard UK hours of work as full time workers – i.e. those who work 35 hours a week and 52 weeks a year (including annual leave).

## **7.2 Annual Work Units**

Refer to anyone who worked, over the past year, full-time within your enterprise, or on its behalf, during the entire reference year counts as one unit. You treat part-time staff, seasonal workers and those who did not work the full year as fractions of one unit.

## **7.3 Turnover**

Turnover is in line with that defined in the Companies Act 1985:

The amounts derived from the provision of goods and services falling within the company's ordinary activities, after deduction of:

- i) trade discounts
- ii) value added tax

Please refer to Section 7.8 regarding ownership categorisation to understand how to interpret ownership, where an enterprise is part of a parent organisation.

## **7.4 Financial Year**

Financial Year relates to 1<sup>st</sup> April – 31<sup>st</sup> March or any other 12 month period as defined by the company.

All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly-established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the financial year.

## **7.5 Balance Sheet Total**

The annual balance sheet total refers to the value of your company's main assets.

## **7.6 Ownership**

Individual or those in named control holding capital or voting rights - either through private or shared ownership - of any given business entity.

## **7.7 Definition of Size**

Where headcount and turnover and/or balance sheet conditions apply to different size definitions, headcount acts as the more predominant aspect, in defining size.

An organisation does not need to satisfy both turnover and balance sheet total, only one of the conditions and may exceed one of them without losing its status. This is illustrated by an organisation which has 30 employees, a turnover of £12 million and a balance sheet total of £10 million. The number of employees figure would class the

organisation as a small organisation, however the turnover and balance sheet total define the organisation as medium. In this case, the headcount would be used to define the classification of the organisation. This organisation would be classed as a small organisation.

To illustrate this, the following scenarios have been mapped for the different characteristics of supplier diversity definitions (based on information from the Department for Trade & Industry (*now Department for Business Enterprise & Regulatory Reform*)):

		Turnover/Balance Sheet Total		
		£5.6m net(up to)/ £2.8m net (up to )	£22.8m net(up to/incl.)/ £11.4m net (up to/incl.)	£22.8m net(over)/ £11.4m net (over)
<b>Employees</b>	<b>0-49</b>	✓	<i>Employees more predominant</i>	<i>Employees more predominant</i>
	<b>50-249</b>	<i>Employees more predominant</i>	✓	<i>Employees more predominant</i>
	<b>250+</b>	<i>Employees more predominant</i>	<i>Employees more predominant</i>	✓

## 7.8 Ownership Categorisation

### EU Commission Definition on Enterprise Ownership Categorisation

The European Commission's Guidance published in 2005 "The New SME Definition: User Guide and Model Declaration"<sup>6</sup>, outlines parameters for defining an organisation's ownership categorisation and whether an organisation is autonomous, partner or linked.

#### 7.8.1 Autonomous

This is the most common category of ownership.

An organisation is autonomous if:

- It is totally independent, i.e. there is no participation in other enterprises and no enterprise has a participation.
- It has a holding of less than 25% of the capital or voting rights (whichever is the higher) in one or more other enterprises and/or outsiders do not have a stake of 25% or more of the capital or voting rights (whichever is the higher) in your enterprise.

If an organisation is autonomous, it means that it is not a partner or linked to another enterprise

### 7.8.2 Partner

An enterprise is a partner enterprise if:

-It has a holding equal to or greater than 25%, of the capital or voting rights in another enterprise and/or another enterprise has a holding equal to or greater than 25% in the other.

It is not linked to another enterprise. This means, among other things, that voting rights in the other enterprise (or vice versa) do not exceed 50%.

### 7.8.3 Linked

Enterprises formed as a **group** through the direct or indirect control of the majority of voting rights. An enterprise owned by another or through the ability to exercise a **dominant influence** on another enterprise.

Two or more enterprises are linked when they have any of the following relationships:  
-One enterprise holds a majority of the shareholders' or members' voting rights in another.

-One enterprise is entitled to appoint or remove a majority of the administrative, management or supervisory body of another.

-A contract between the enterprises, or a provision in the memorandum or articles of association of one of the enterprises, enables one to exercise a dominant influence over the other.

-One enterprise is able, by agreement, to exercise sole control over a majority of shareholders' or members' voting rights in another.

<sup>6</sup>Refer directly to the EU Commission Definitions for more guidance:

[http://ec.europa.eu/enterprise/enterprise\\_policy/sme\\_definition/sme\\_user\\_guide.pdf](http://ec.europa.eu/enterprise/enterprise_policy/sme_definition/sme_user_guide.pdf)

## 8. **Document Owner & Contact Details**

For further information, please contact Carina Cottam, Programme Team, Group Procurement, Finance, Transport for London via email: [REDACTED]

## **SCHEDULE 13**

### **Skills and Employment Strategy**

A copy of the TfL Skills and Employment Strategy can be obtained from:

<https://www.tfl.gov.uk/cdn/static/cms/documents/skills-and-employment-strategy.pdf>

A copy of the Transport Infrastructure Skills Strategy can be obtained from:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/495900/transport-infrastructure-strategy-building-sustainable-skills.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/495900/transport-infrastructure-strategy-building-sustainable-skills.pdf)

A copy of the Transport Infrastructure Skills Strategy (TISS) – One Year On - can be obtained from:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/627255/strategic-transport-apprenticeship-taskforce-1-yr-on.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/627255/strategic-transport-apprenticeship-taskforce-1-yr-on.pdf)

A copy of the Transport Infrastructure Skills Strategy (TISS) – Two Years On - can be obtained from:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/727052/transport-infrastructure-skills-strategy-two-years-on.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/727052/transport-infrastructure-skills-strategy-two-years-on.pdf)

**Appendix 2 – Strategic Labour Needs and Training Method Statement**

**A) Delivery of SLNT Activity Breakdown**

Referring to the SLNT Activity Breakdown outlined in [Table 1](#), provide a method statement of how you will undertake activities in each of the SLNT areas.

Any areas where you are not proposing to undertake activity should be left blank.

You may use up to [250] words in each of the following boxes.

**Apprentice Job Start – New Entrant**

Method statement shall include:

- Attraction and Recruitment
- Apprenticeship Frameworks & Standards
- Training Provider
- Funding
- Apprentice welfare – Terms, Conditions and Benefits

*Content:*

N/A

**Apprentice Job Start – Social Mobility**

Method statement shall include:

- Attraction and Recruitment
- Apprenticeship Frameworks & Standards
- Training Provider
- Funding
- Apprentice welfare – Terms, Conditions and Benefits
- Engagement with charities and referral partners

*Content:*

N/A

**Apprentice Start – Existing Staff**

Method statement shall include:

- Generating interest in the existing workforce
- Apprenticeship Frameworks & Standards
- Training Provider

- Funding

*Content:*

Marston (Holdings) Limited is a registered training provider approved for apprenticeship delivery through subsidiary company NSL Limited (ROTO and RoATP) trading as NSL Academy (UKPRN 10030740). We are an **Ofsted 'Good' rated independent training provider** specialising in Business Management and Professional services apprenticeship standards within the transport and enforcement sectors.

Standards currently delivered include:

- Business Administration at level 3 (advanced)
- Public Service Operational Delivery at level 3 (advanced)
- Team Leader/Supervisor at level 3 (advanced)
- Operations/Departmental Manager at level 5 (higher)

Internal engagement campaigns take place twice annually, focused on intakes in Feb/Mar and Sept/Oct operating on a **flexible, modular delivery model**. Interest is generated through operational management teams, supported by senior leadership and through direction on our **digital platforms** (intranet updates, MS Teams groups, newsletters) which are also accessible externally to the organisation (LinkedIn, [website](#), YouTube channel).

Apprenticeship delivery is conducted using a **blended approach of learning** interactions, online webinars, **virtual classrooms** and **face-to-face tuition**. We have capacity and flexibility to adapt this approach as needed in light of unprecedented situations, to maintain our apprenticeship provision.

Funding for apprenticeships is drawn **directly from the ESFA** with whom we hold both employer and provider contracts. Apprenticeships are delivered up to or below the maximum funding limits for all standards, including End Point Assessment arrangements.

### **Apprentice Success – Completion**

Method statement shall include:

- Support provided to ensure timely completion of the Apprenticeship
- Career pathways and opportunities available for successful Apprentices
- How Apprentices that are not retained are supported into work upon completion of the Apprenticeship

*Content:*

Apprenticeships are delivered by a dedicated team, **specialising in regulated learning** and adult education provision. With combined experience of 60+ years'

operating in the sector, these roles support and engage with apprentices from initial interest through to career coaching following completion of end point assessment.

Progress during an apprenticeship is monitored through an **online Learning Management System** (Ecordia) and monthly reporting of progress and risks to senior leadership. Coursework is set over the apprenticeship duration to build a robust **portfolio of assessment** including a variety of assessment methods and includes both formative and summative feedback.

Our tutors and Learner Engagement Officer conduct regular progress, coaching and welfare reviews with apprentices to ensure targets are met, and to flag potential risks to line managers for intervention as needed.

Planned apprenticeship durations take into account **prior learning and initial skills of each individual**, calculated upon enrolment, meaning that tailored learning journeys are applied to ensure timely completion of all learning components.

In the past twelve months, more than 40 learners have completed their apprenticeships with us and over **90% obtained 'Distinction' grades**. 10% have gone on to undertake higher level education and training.

Our Learner Engagement Officer is qualified in providing **Information, Advice and Guidance (IAG)** to work with those apprentices who leave employment during their apprenticeship programme, or provide support finding suitable work to those who are not retained upon completion.

### **Job Start - Social Mobility**

Method statement shall include:

- Target groups or priorities
- Possible job roles available
- Training and support to retain the job start
- Charities and partner engagement to find suitable candidates

*Content:*

N/A

### **Targeted Placement Positions**

Method statement shall include:

- The target group(s) and the method of finding the candidates
- Placement objectives
- Typical length and type of placement

*Content:*

*N/A*

### **Placement Positions**

Method statement shall include:

- The target group(s) and the method of finding the candidates
- Placement objectives
- Typical length and type of placement

*Content:*

*N/A*

### **Educational Engagement**

Method statement shall include:

- The target educational establishments
- Objectives of engagement
- Engagement activities

*Content:*

*N/A*

## **B) Transport Infrastructure Skills Strategy Diversity and Inclusion Commitments**

Indicate what actions you will undertake to work towards meeting the following commitments contained within the Transport Infrastructure Skills Strategy:

- 20% of new entrants to engineering and technical apprenticeships in the transport sector to be women by 2020, and to achieve parity with the working population at the latest by 2030.
- A 20% increase in the number of BAME candidates undertaking apprenticeships by 2020.

This shall include:

- Engagement, attraction, retention and development strategies for candidates from underrepresented groups;
- Details of any programmes you will join or partnerships you will form with external organisations such as charities and employability groups;
- What steps you will take to ensure your recruitment is fair and open.

**Content: (Max 250 words)**

**Revised Apprenticeship Advertising** - Reviewed our engagement campaigns and made sure we removed bias from them. We found that wording in the programme descriptions was fairly masculine and could have potentially impacted whether more females or males apply. Changing the wording and imagery drove up our female applications, to achieve a 60/40 split overall.

**Routes to Market** - We expanded our partner providers to cater for a wider range of apprenticeship requirements across job functions. We also partner with diversity organisations and connect with diversity-oriented groups at universities.

**Returner Program** – we work with an organisation who support a network of professional females who have, by choice, taken a career break of more than two years. The women they work with are all well qualified, professionals who have held senior roles prior to taking their career breaks. We work with them in order to open up our leadership roles to them and offer suitable training opportunities.

**Branding** – updated all our branding on internal materials and external careers content to include photographs of women and minority employees, which has seen an increased in applications from BAME apprentice candidates.

## **C) Supply Chain Compliance**

If you are using sub-contractors in your work programme, please outline how you will ensure your SLNT requirements will be met through your sub-contractors. This shall include:

- How you will include SLNT considerations in your selection, contracting and management of sub-contractors;

- How you intend to ensure your sub-contractors are aware of appropriate TfL/government support and funding streams for any SLNT activity they will be undertaking towards your stated SLNT outputs;
- How will you facilitate engagement between TfL's Supplier Skills Manager and your supply chain.
- How you will ensure complete and accurate reporting to TfL of supply chain apprenticeship starts and SLNT activity.

***Content: (Max 250 words)***

***No planned use of subcontractors.***

#### **D) SLNT Implementation, Monitoring & Co-ordination**

What arrangements you will put in place to put the plan into action during contract including:

- Describe who will be responsible for implementing, managing and reporting SLNT activity within your company;
- What are the administrative and management arrangements that will be operated in relation to your SLNT activity?
- How will the proposed role/ structure interact with TfL?
- The transfer of knowledge from bid team to the project team;
- Engagement with TfL to develop the agreed SLNT Delivery Plan;
- Appointment of the SLNT Coordinator and establishment of the required administration, management and reporting structure

**Content: (Max 250 words)**

The delivery of Apprenticeship training is the responsibility of the Head of NSL Academy and the dedicated training team. Monitoring and reporting will be managed by our Social Value Manager, whose role it will be to liaise with SSMS and act in the capacity of SLNT Co-ordinator.

Through internal engagement and liaison by Operational Contract Managers with TfL, we will establish key skills requirements and development needs which can be suitably met through apprenticeship training. For example, exploring additional apprenticeship standards not currently delivered which are more closely aligned to the transport sector as needed.

#### **E) Assumptions, Risks and Support from Supplier Skills Manager (SSM)**

Indicate the assumptions made in the creation of this method statement and activity table. Include any anticipated risks and how these will be mitigated.

Provide details of any support that you anticipate requiring from the TfL SSM.

**Content: (Max 250 words)**

	Risk	Likelihood	Mitigation
1	<b><i>Withdrawal or removal of learner from apprenticeship, impact on specified apprentice numbers</i></b>	<b>2</b>	<i>In the event of a withdrawal from programme, a suitable replacement will be sought by the contract within one month to maintain SLNT commitment numbers for apprentice starts</i>
2	<b><i>Non-compliance with ESFA funding and performance rules, impact on specified apprentice numbers</i></b>	<b>1</b>	<i>It is the responsibility of the NSL Academy to ensure funding and performance rules are being adhered to. Regular updates will be provided to the supplier contract and risks identified early to put in place measures to address underperformance.</i>
3	<b><i>Slow progress on apprenticeship due to operational demand, delay to completion numbers</i></b>	<b>2</b>	<i>The contract must ensure that suitable time is allocated for OTJ activities relating to an apprenticeship and each apprentice should therefore be allocated a minimum of one day per week for apprenticeship training. Breaches of this will be considered under point one, removal from apprenticeship.</i>
4	<b><i>Apprentice illness or temporary absence from the business, delay to completion numbers</i></b>	<b>3</b>	<i>All instances of absence will be considered in line with the funding rules. Absence of more than 4 weeks will result in a temporary break in learning.</i>
5	<b><i>Lack of capacity to deliver apprenticeships to required numbers</i></b>	<b>1</b>	<i>Although an unlikely scenario, in the event that apprenticeships cannot be delivered in their entirety, a suitable alternative training provider will be identified and TfL updated to reflect this change, with apprentices transferred to the alternative provider</i>

Submitted by Marston (Holdings) Limited but not formally accepted due to the Covid-19 situation.

SLNT Activity Area	Priority Output	Year 1	Year 2	Year 3	Year 4	Year 5	Total	Cross Check	
								SLNT Value	SLNT Totals
<b>Apprenticeship Job Starts</b>									
NE - Level 2-3	Y						0	1	0
NE - Level 4+	Y						0	1.5	0
SML - Level 2-3	Y						0	1	0
SML - Level 4+	Y						0	1.5	0
Existing Employee - Level 2-3	Y	1	1	1	1		4	1	4
Existing Employee - Level 4+	Y						0	1.5	0
<b>Apprenticeship Success</b>									
Completion (FTE)				1	1	1	3	1	3
<b>Job Creation</b>									
Social Mobility (FTE)							0	1	0
<b>Education/Career Support</b>									
Targeted Placement Positions (Days)							0	1	0 (per 10 days)
Placement Positions (Days)							0	1	0 (per 20 days)
Educational Engagement (Days)							0	1	0 (per 20 days)

L3 Team Leader/Business Admin

Equivalent Contract Value	
Services	£8m
Construction/Manufacturing	£ -

<b>Total SLNT Activity</b>	<b>7</b> Min 5
Priority Activities	4 Min 2.5

## **SCHEDULE 15**

### **Initial/Agreed SLNT Plan**

**Unable to approve SNLT Plan due to the Covid-19 situation. To be provided and agreed during post-contract.**

## SCHEDULE 16

### SLNT Implementation Plan

Unable to approve SNLT Plan due to the Covid-19 situation. To be provided and agreed during post-contract.

# SCHEDULE 17

## Quarterly SLNT Monitoring Report Template

### Sheet 1

SLNT Reporting Table								
Organisation								
TfL Contract / Project								
Date								
SLNT Reporting Period (Quarter)								
SLNT Activity Area	Priority Output	Annual Target	Annual Forecast	Outputs this Period	Total Outputs to date	Cross Check		Additional Detail / Information
						SLNT Value	SLNT	
<b>Apprentices (monitoring data to be provided on Sheet 3)</b>								
New Entrant - Level 2-3 (FTE)	Y					1	0	
New Entrant - Level 4+ (FTE)	Y					1.5	0	
Social Mobility - Level 2-3 (FTE)	Y					1	0	
Social Mobility - Level 4+ (FTE)	Y					1.5	0	
Existing Employee - Level 2-3 (FTE)	Y					1	0	
Existing Employee - Level 4+ (FTE)	Y					1.5	0	
<b>Apprenticeship Success (monitoring data to be provided on Sheet 2)</b>								
Completion (FTE)						1	0	
<b>Job Creation (monitoring data for placements to be provided on Sheet 2)</b>								
Social Mobility (FTE)						1	0	
<b>Job Creation (monitoring data to be provided on Sheet 2)</b>								
Targeted Placement Position (Days)						10	0	
Placement Positions (Days)						20	0	
Educational Engagement (Days)						20	0	
						<b>Total SLNT Activity</b>	<b>0</b>	
						<b>Priority Activities</b>	<b>0</b>	
<b>Highlights:</b> Please provide further information on the activities undertaken in this reporting period. This could include a summary of the apprenticeships/job starts delivered, key partners/organisations that you have engaged with, schools/career fairs attended and placements offered.								
<b>Issues / Concerns / Risks:</b> Please highlight any issues that have impacted your SLNT delivery.								





## Sheet 4 – Help & Guidance

### What is meant by an apprenticeship?

An apprenticeship combines practical experience in a job with study. Apprentices will work alongside experienced staff and gain job-specific skills. They earn a wage, get holiday pay and in some cases study towards a related qualification. Most apprenticeships take between 1 and 3 years to complete, depending on their level. Some can take longer. Apprentices must be enrolled on and working towards an approved Apprenticeship Standard or Framework. For frameworks, an apprentice will be working towards the selected knowledge and competence qualification/s listed on the framework, and complete their apprenticeship when they have completed the qualifications. For standards, an apprentice will be working towards the competencies set out in the end point assessment, and will complete when they have passed this assessment. It is important to remember that apprenticeships can cover a number of levels, ages and experience – it is not simply about school leavers. Up-skilling existing staff is also important, provided this is carried out using an approved Apprenticeship Standard or Framework.

### What is meant by workless?

An individual who is economically inactive is classified as 'workless'. They could be in receipt of benefits but this is not essential. Someone who is in full or part time work or education, or who is moving from education into employment after the summer holidays, would not be classified as workless. As a guide, we would expect an individual to be workless for a minimum of 30 days prior to starting work to be reported as 'workless'.

### How will this data be used?

The apprenticeship data on this template will be shared with DfT (Department for Transport). The Unique Identifier code (D.O.B and post code region) is only used to enable DfT to distinguish between unique individuals so that (i) DfT does not duplicate reports from the same source; and (ii) DfT can determine the number of unique individuals. If this ID code is collected together with other information which could identify an individual when combined, DfT remove the UI code to prevent this from occurring. The data contained within this template is used to provide high level statistical analysis and the data is anonymised. DfT will not disclose any information that would allow the individual to be identified.

**SHEET 2: SLNT MONITORING FORM - Guidance on what is required for each field**

<b>Employer Name</b>
Enter the name of the company the apprentice is employed with.
<b>Supplier Tier in Supply Chain. Select from list</b>
Confirm if the employer is a Tier 1 supplier. If not, select 'other supplier'
<b>SLNT Output Type</b>
Please select from the drop down list the SLNT output type that the individual is being reported as.
<b>Start Date</b>
Please state the start date of the individual.
<b>Job Title</b>
Please state the job title of the individual. If they are completing a placement, please state what role they are shadowing/interested in, or what department they are working in e.g Civil Engineering Placement. For graduates, please state what graduate scheme they are on e.g. Planning Graduate.
<b>Duration</b>
This field only needs to be completed for placement outputs. Please state the duration of the placement e.g. 2 weeks, or 1 day per week for 3 months.
<b>Workless</b>
Confirm if the individual was unemployed prior to starting work. See definition above.
<b>Ethnicity</b>
Select from the drop down list
<b>Gender</b>
Select from the drop down list
<b>Disability</b>
Select from the drop down list
<b>Criminal Conviction</b>
Select from the drop down list
<b>Date of Birth</b>
Input the individual's full date of birth

Home post code (first section only e.g. CB12)
Input the first half of the individual's home post code
Unique identifier (self calculating field) NOTE: Highlighted pink indicates apprentice is duplicated
Nothing needed in this field - populates automatically

### SHEET 3: APPRENTICE MONITORING FORM - Guidance on what is required for each field

Employer Name
Enter the name of the company the apprentice is employed with.
Supplier Tier in Supply Chain. Select from list
Confirm if the employer is a Tier 1 supplier. If not, select 'other supplier'
Proposed start date of each apprenticeship
Enter the apprentice enrollment date.
Proposed end date of each apprenticeship
Enter the expected apprenticeship completion date.
Apprenticeship Standard - select from following link <a href="https://www.gov.uk/government/collections/apprenticeship-standards">https://www.gov.uk/government/collections/apprenticeship-standards</a>
If the apprentice is enrolled on an apprenticeship standard, use the link <a href="https://www.gov.uk/government/collections/apprenticeship-standards">https://www.gov.uk/government/collections/apprenticeship-standards</a> to select the relevant approved standard that the apprentice is working towards and include the full apprenticeship title.
Apprenticeship Framework - select from following link <a href="http://www.afo.sscalliance.org/frameworks-library/">http://www.afo.sscalliance.org/frameworks-library/</a>
If the apprentice is enrolled on an apprenticeship framework, use the link <a href="http://www.afo.sscalliance.org/frameworks-library/">http://www.afo.sscalliance.org/frameworks-library/</a> to select the relevant approved framework that the apprentice is working towards and include the full apprenticeship title including the pathway title.
Level of apprenticeship. Select from list
Select the level of the apprenticeship from the drop down list. Equivalence qualifications have been listed as examples.
Level 2 - (equivalent to GCSE [A* to C], NVQ level 2)
Level 3 - (equivalent to AS and A level NVQ level 3)

Level 4 - (equivalent to Certificate of Higher Education, NVQ level 4)
Level 5 - (equivalent to Higher National Diploma, NVQ level 4)
Level 6 - (equivalent to Bachelors Degree)
Level 7 - (equivalent to Postgraduate Diploma, Master's Degree)
Level 8 - (equivalent to PhD)
Occupation of apprenticeship (SOC code). Select from list
Select the most relevant job title/role from the drop down list. If your apprentice occupation is a back office support function or not listed then select none of the above.
Workless
Confirm if the apprentice was unemployed prior to starting their apprenticeship. See definition above.
Ethnicity
Select the apprentice's ethnicity from the list, or select 'prefer not to say'.
Gender
Select from the drop down list
Disability
Select from the drop down list
Criminal Conviction
Select from the drop down list
Date of Birth of apprentice
Input the apprentice's full date of birth
Home post code of apprentice (first section only e.g. CB12)
Input the first half of the apprentice's home post code
Completed? Select from list
This selection is to measure the number of completed apprenticeships and is used for supplier monitoring and reporting
Unique identifier (self calculating field) NOTE: Highlighted pink indicates apprentice is duplicated
This field identifies if there are any duplicate entries when information is collated by TfL and the DfT.



## **SCHEDULE 18**

### **ETHICAL SOURCING: THE ETI BASE CODE**

#### **1.1 EMPLOYMENT IS FREELY CHOSEN**

- 1.1.1 There is no forced, bonded or involuntary prison labour.
- 1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

#### **1.2 Not used**

#### **1.3 WORKING CONDITIONS ARE SAFE AND HYGIENIC**

- 1.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 1.3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

#### **1.4 CHILD LABOUR SHALL NOT BE USED**

- 1.4.1 There shall be no new recruitment of child labour.
- 1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- 1.4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- 1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

#### **1.5 LIVING WAGES ARE PAID**

- 1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

1.5.2 All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

## **1.6 WORKING HOURS ARE NOT EXCESSIVE**

1.6.1 Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.

1.6.2 Not used.

## **1.7 NO DISCRIMINATION IS PRACTISED**

1.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

## **1.8 REGULAR EMPLOYMENT IS PROVIDED**

1.8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub- contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

## **1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED**

1.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

## FORM OF PARENT COMPANY GUARANTEE

To: Transport for London, 1st Floor, 230 Blackfriars Road, London, SE1 8NW

Date: 24 April 2020

Dear Sir/Madam

We, Magenta Bidco Limited ("**the Guarantor**"), understand that you have agreed to enter into Contract No tfl\_scp\_001829 ("**the Contract**") with Marston (Holdings) Limited ("**the Service Provider**") in respect of Debt Management and Enforcement Services on the condition that the obligations of the Service Provider under the Contract be guaranteed by a Guarantor.

We are parent company of Marston (Holdings) Limited, and we warrant to you that this description of our relationship with/to the Service Provider is true and accurate in all material respects.

WE HEREBY AGREE AND UNDERTAKE with you as follows:-

- (a) We unconditionally guarantee on demand:
- (i) the proper, complete and punctual performance by the Service Provider of any and all its obligations, undertakings and responsibilities under the Contract and we shall forthwith make good any default thereunder on the part of the Service Provider; and
  - (ii) the due and punctual payment by the Service Provider of all sums, liabilities, awards, losses, damages, costs, charges and expenses that may be or become due and payable to you under or arising out of the Contract in accordance with its terms or otherwise by reason or in consequence of any such default on the part of the Service Provider,

when and as the same shall become due for performance or payment (as the case may be).

- (b) As a separate and primary obligation we unconditionally guarantee to you that in the case of default by the Service Provider in making any of the payments or in performing any of the obligations, undertakings and responsibilities set out in paragraph (a) above, we shall on demand pay all sums and observe and perform any or all of such obligations, undertakings and responsibilities as if we instead of the Service Provider were the primary obligor. Any payment under this Guarantee shall be made by us in pounds sterling or in any currency which may from time to time replace pounds sterling.

- (c) This Guarantee shall be a continuing security and shall remain in full force and effect until all obligations to be performed or observed by the Service Provider under or arising out of the Contract have been duly and completely performed and observed and the Service Provider shall have ceased to be under any actual or contingent liability to you thereunder.
- (d) Any demand or other notice made by you under this Guarantee shall be duly made if sent by first class recorded delivery post to us.
- (e) You shall be entitled to enforce this Guarantee without first notifying the Service Provider of any default or taking any proceedings or demanding upon, enforcing or exhausting any right or remedy against the Service Provider or any other person or taking any action to enforce any other security, bond or guarantee held by you or making or filing any claim in a bankruptcy, liquidation, administration or insolvency of the Service Provider or any person.
- (f) If any sum due or purportedly due under this Guarantee is not or would not be recoverable under a guarantee for any reason whatsoever, whether or not known to you, such sum shall still be recoverable from us as a sole principal debtor upon the terms of this Guarantee.

PROVIDED THAT:

- 1. We shall be under no greater obligation or greater liability under this Guarantee than we would have been under the Contract if we had been named as the Service Provider in the Contract.
- 2. Our obligations hereunder are those of primary obligor and shall remain in full force and effect and shall not be terminated, reduced, discharged or otherwise affected by:
  - (a) any alteration or variation to the terms of the Contract made by agreement between you and the Service Provider (including, without limitation, any increase in the Service Provider's obligations under the Contract or any alteration in the extent or nature or sequence or method or timing of the Services to be carried out under the Contract) or any novation of the Contract (in whole or in part); or
  - (b) any time being given to the Service Provider or any other indulgence, waiver, concession, forbearance or forgiveness to the Service Provider (whether express or by conduct) or any other thing done, omitted or neglected to be done under the Contract; or
  - (c) any other bond, security or guarantee now or hereafter held by you for all or any part of the obligations of the Service Provider under the Contract; or
  - (d) the release or waiver of any such bond, security or guarantee referred to in paragraph 2(c) above; or

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- (e) any amalgamation, reconstruction or dissolution including, without limitation, winding-up of the Service Provider; or
  - (f) the winding-up, bankruptcy, administration, receivership or insolvency of the Service Provider; or
  - (g) any legal limitation, disability or incapacity relating to the Service Provider or discharge by operation of law or any change in the constitution, name or style of the Service Provider or any other person (whether or not known to you); or
  - (h) any total or partial invalidity in, irregularity affecting or unenforceability of any of the obligations of the Service Provider under the Contract; or
  - (i) the termination or partial termination of the Contract or the cessation of any Services for any reason or the making of any variation to the Services in accordance with the Contract; or
  - (j) any claim or enforcement of payment from the Service Provider or any other person;
  - (k) any act or omission which would not have discharged or affected the liability of a sole principal debtor instead of a guarantor or any act or omission, matter or thing which, but for this provision, might operate to exonerate, discharge, reduce or extinguish our liability under this Guarantee.
3. So long as we remain under any actual or contingent liability under this Guarantee, we shall not exercise any right of subrogation or any other right or remedy which we may have against the Service Provider in respect of any payment made by or sum recovered from us pursuant to or in connection with this Guarantee or prove in any liquidation of the Service Provider in competition with you for any sums or liabilities owing or incurred to us by the Service Provider in respect of any such payment by or recovery from us or take or hold any security from the Service Provider in respect of any liability of ours hereunder. We shall hold any monies recovered or security taken or held in breach of this provision in trust for you.

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4. Except where prevented from doing so by law, we waive and agree not to enforce or claim the benefit of any and all rights we have or may from time to time have as guarantor under any applicable law which is or may be inconsistent with any of the provision of this Guarantee.
5. This Guarantee is irrevocable.
6. This Guarantee, executed and delivered as a deed, is governed by and shall be construed in accordance with the law of England and Wales. The courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Guarantee except that you have the right in your absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which we are incorporated or in which any of our assets may be situated. You and we agree to submit to that jurisdiction.

[For non-UK resident Guarantors only:

7. For the purposes of this Guarantee we hereby appoint ..... of ..... [to be a London address] to accept service of process on our behalf, and service on the said ..... at the said address shall be deemed to be good service on us; and we hereby irrevocably agree not to revoke or terminate such appointment.]
8. You will be entitled to assign the benefit of this Guarantee in whole or in part but we may not assign the benefit and/or delegate the burden of this Guarantee in whole or in part or enter into any transaction which would result in any of those benefits and/or burdens passing to another person.
9. If any provision (in whole or in part) of this Guarantee is found by any court, tribunal, administrative body or authority of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Guarantee and shall be ineffective, without, so far as is possible, modifying any other provision of this Guarantee and this shall not affect any other provisions of this Guarantee which shall remain in full force and effect.

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Executed as a Deed and delivered the day and year written above.

Executed as a Deed by  
Magenta Bidco Limited  
acting by two Directors



## SCHEDULE 20

### FORM OF LEGAL OPINION FOR USE WITH GUARANTEE

To: [insert name and address of the Authority]

Date:

Dear Sir/Madam

I am counsel to ..... and I am giving this legal opinion in connection with the making by ..... of the Guarantee (as defined below) in your favour.

1. I have examined the Deed of Guarantee (the "**Guarantee**") dated ..... made between..... (the "**Guarantor**") and [insert name of Authority] (the "**Authority**"). Terms defined in or for the purpose of the Guarantee have the same meanings in this opinion.
2. Having considered the Guarantee and examined any other document, resolution or certificate I deemed necessary to enable me to give the opinion contained herein and having regard to all applicable laws of..... I am pleased to advise that in my opinion:
  - (a) the Guarantor was incorporated in ..... on ..... as a [company with limited liability] and validly exists under the laws of ..... as a separate legal entity possessing the capacity to sue or be sued in its own name. To the best of my knowledge having carried out [DESCRIBE APPLICABLE SEARCHES] today, no steps have been, or are being, taken to appoint a receiver or liquidator (or similar encumbrancer or officer) over, or to wind up, the Guarantor;
  - (b) the Guarantor has the necessary power and authority, and all necessary corporate and other action (including, without limitation, approvals and consents of members, stockholders, debenture holders or governmental or other regulatory authorities) has been taken to enable the Guarantor to enter into the Guarantee and to perform the obligations of the Guarantor and the transactions contemplated thereby; and
  - (c) The entry into and performance of the Guarantee and the transactions contemplated thereby will not cause:
    - (i) any limit on the Guarantor or its directors (whether imposed by the documents constituting the Guarantor, statute, regulation, agreement or otherwise) to be exceeded;
    - (ii) any law or order or constitutional document in respect of the Guarantor to be contravened;
    - (iii) any default under, or give rise to an obligation to create or impose any security interest of any nature whatsoever

pursuant to, any agreement or other instrument or any judgment or other requirement known to us after due enquiry to which the Guarantor is a party or by which it or any of its assets is bound. Further, no event has occurred that, with the giving of notice, lapse of time, determination of materiality or other conditions might constitute a default under or in respect of such agreement, instrument or judgment;

- (d) the Guarantee has been properly signed and delivered on behalf of the Guarantor and the obligations on the part of the Guarantor contained in the Guarantee, assuming them to be valid and binding according to English law by which they are expressed to be governed, are valid, legally binding on and enforceable against the Guarantor under the laws of ..... and in the courts of .....
- (e) the signature, delivery and performance of the Guarantee by the Guarantor constitute private and commercial acts by it rather than public or governmental acts;
- (f) all authorisations, approvals, consents, licences, exemptions, filings, registrations, notarisations and other requirements of governmental, judicial and public bodies and authorities of or in [COUNTRY] required or advisable in connection with the entry into, performance, validity and enforceability of the Guarantee and the transactions contemplated thereby have been obtained or effected and are in full force and effect;
- (g) the obligations of the Guarantor under the Guarantee rank at least equally and rateably (pari passu) in point of priority and security with any and all other unsecured obligations of the Guarantor;
- (h) all amounts payable by the Guarantor under the Guarantee may be made free and clear of, and without deduction for, or on account of, any taxes imposed, assessed or levied by [COUNTRY] or any authority of or in [COUNTRY];
- (i) there are no registration, stamp or other taxes or duties of any kind payable in ..... in connection with the Guarantor including its signature, performance or enforcement by legal proceedings;
- (j) The Authority will not violate any law or regulation in ..... nor become liable to tax in ..... by reason of entering into the Guarantee or performing its obligations thereunder. It is not necessary to establish a place of business in ..... in order to enforce any provisions of the Guarantee;

- (k) the choice of English law to govern the Guarantee will be upheld as a valid choice of law in any action in respect of the Guarantee in the ..... Courts;
- (l) the consent to the jurisdiction by the Guarantor contained in the Guarantee is valid and binding on the Guarantor and not subject to revocation;
- (m) any judgment obtained in the courts of England against the Guarantor would be recognised and accepted by the ..... courts without re-trial or re-examination of the merits of the case;
- (n) neither the Guarantor nor any of its assets enjoys any right or immunity from set-off, suit or execution in respect of its obligations under the Guarantee;
- (o) so far as I am aware after due enquiry, no litigation, arbitration or administrative proceedings are at present current, pending or threatened that might, if adversely determined, have a material effect on the business, assets or financial condition of the Guarantor.

3. I do not purport to be expert on and do not purport to be generally familiar with or qualified to express legal opinions based on any law other than the laws of ..... and accordingly express no legal opinion herein based upon any law other than the laws of .....

Signed

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