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DEBT MANAGEMENT AND ENFORCEMENT

Contract for Services

between

TRANSPORT FOR LONDON

and

Marston Holdings

Version: Generic April 2017

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Agreed Strategic Equality & Diversity Plan"	has the meaning ascribed in Clause 34.2;
"Agreed Supplier Diversity Plan"	has the meaning ascribed in Clause 34.4;
"Agreed Training Plan"	has the meaning ascribed in Clause 34.3.1;
"Authorised Users"	means TfL, CSP or any member of the Service Provider's Personnel;
"Authority Assets"	means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to TfL or any member of the Authority Group;
"Authority Group"	shall mean: <ul style="list-style-type: none"> (a) TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any "member of the Authority Group" shall refer to TfL or any such subsidiary; and (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor's Office for Policing and Crime, the London Fire Commissioner, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation ("Functional Bodies") each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any "member of the Authority Group" shall refer to the GLA, any Functional Body or any such subsidiary;
"Authority Premises"	any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;
"Authority to Proceed"	means an authorisation by TfL in respect of a Milestone, as evidenced by the issue of a Notice of Authority to Proceed;
"BAME"	has the meaning ascribed in Schedule 12 (TfL: Supplier Diversity Definitions);

“Business Day”	any day excluding Saturdays, Sundays or public or bank holidays in England;
"Business Hours"	means the hours of 8:00am to 6:00pm each Business Day;
“Cessation Plan”	a plan agreed between the Parties or determined by TfL pursuant to Clauses 39.3 to 39.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 39.6 to 39.9 (inclusive) to give effect to a Public Procurement Termination Event;
"Change"	means any change to the Services (or the scope thereof or to the manner in which they are provided) or to any of the terms of this Contract pursuant to the Change Control Request Procedure set out in Schedule 2 (Statement of Requirements) or in the TfL Business Rules, which TfL reasonably considers shall not result in significant costs to the Service Provider;
"Change Authorisation"	means a notice issued by TfL in accordance with Schedule 8 (Change Control Request Procedure and Changes) authorising the Service Provider to proceed with a Change;
"Change Control Request" or "CCR"	means a written request, raised by TfL or the Service Provider in accordance with Schedule 8 (Change Control Request Procedure and Changes), in relation to a proposed Change;
"Change Control Request Procedure"	means the procedure for requesting a Change as set out in Schedule 8 (Change Control Request Procedure and Changes);
"Change in Law"	means any: <ul style="list-style-type: none"> (a) amendment, alteration or modification to or repeal of existing law; (b) introduction of any new law; (c) judgment of a competent court which changes a binding precedent or the interpretation of any relevant legislation; (d) the suspension of one or more Schemes; or (e) the introduction of or amendment to any Authority policy, instruction or guidance on any matters relevant to the operation and/or administration of one or more Schemes,

which takes effect after the Contract Commencement Date;

"Change Manager" has the meaning ascribed in paragraph 2.1 of Schedule 8 (Change Control Request Procedure and Changes);

"Charge Certificate" means a notice served under regulation 17(1) of the Road User Charging (Enforcement and Adjudication) (London) Regulations 2001 on a Registered Keeper of a vehicle or other liable person who has failed to pay a Penalty Charge Notice within the time allowed;

"Charge Back" means a payee has claimed money back from their bank in respect of any costs paid by them in respect of a Warrant or a Debt by a debit or credit card to the Service Provider for any reason;

"Charge Payment" means each (or any) of:

- (a) a Congestion Charge Payment;
- (b) a LEZ Payment;
- (c) a ULEZ Payment; or
- (d) any other charge payment which permits a vehicle which does not qualify for an exemption or a 100% discount to be in a Congestion Charging Zone during certain days or hours without incurring a penalty or fine;

"Close a Warrant" means the Service Provider shall permanently cease all Enforcement Action in respect of a Warrant and record its Status as being closed;

"Cloud" means a type of internet-based computing service where an organisation can have aspects of their IT infrastructure managed by external providers, normally as a Software as a Service (SaaS), Platform as a Service (PaaS) or Infrastructure as a Service (IaaS) basis;

"Commercial Rent Arrears Recovery" a statutory procedure which allows a landlord to recover rental arrears from tenants in occupation of commercial property pursuant to a written tenancy agreement - by seizing or otherwise taking control of the tenant's goods and selling them at auction to recover TfL's Debt plus Enforcement Fees;

"Commission Payments" means the commission payments set out in paragraph 2.1 of Schedule 11 (Operational Pricing);

“Common Personal Data”	has the meaning ascribed in Schedule 7 (Information Compliance);
“Compliance Fee”	means the Compliance Stage fee in accordance with and as detailed within the Taking Control of Goods (Fees) Regulations 2014 (as may be amended or re-enacted from time to time);
“Compliance Stage”	means the compliance stage in accordance with and as detailed within the Taking Control of Goods (Fees) Regulations 2014;
“Confidential Information”	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to TfL (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
“Congestion Charge Payment”	means the payment that permits a vehicle, which does not qualify for an exemption or 100% discount, to be within the Congestion Charging Zone during certain hours without incurring a penalty or fine;
“Congestion Charging Scheme”	means the congestion charging scheme for London as set out or referred to in the Congestion Charging Scheme Order as amended from time to time and any implementation of such scheme;
“Congestion Charging Scheme Order”	means the Greater London (Central Zone) Congestion Charging Order 2004, as varied; and any amendment to or supersession of the same;
“Congestion Charging Zone”	means the area within which persons are liable to pay a Charge Payment to travel or park designated vehicles on designated roads at designated times, as defined in the Congestion Charging Scheme Order;
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Contract Information”	the Contract in its entirety (including from time to time agreed changes to the Contract)

“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by TfL;
"Controlled Goods Agreement"	means a lawful payment arrangement entered into between the Service Provider and any Customer in order to secure Payment and/or Payment in Full or the collection of part of any Debt and/or Debt Payment in Full;
"Control of Goods"	means the process whereby the Enforcement Agent immobilises any Goods;
“Core Service Provider” or “CSP”	means the service provider providing the services under the London Road User Charging Agreement dated 26 September 2016 (or such other party as TfL may notify to the Service Provider from time to time);
“Correspondence”	means any letter, leaflet or other information sent to Customers by the Service Provider in relation to or as part of any Enforcement Action;
“CSP Interface”	means the electronic link between the Service Provider's software and the software operated by CSP for the purpose of sending Warrants and exchanging associated documentation and information;
“CSP Testing”	has the meaning ascribed to it in paragraph 7.1 of Schedule 4 (Testing Regime);
"Customer"	means: <ul style="list-style-type: none"> (a) any person named in a Warrant (whether or not such Warrant has expired or is uncollectible); (b) any other person who owes any Debt.
“Cyber Essentials Scheme”	means the UK government scheme encouraging organisations to adopt good practice in information security, focussing mainly on technical controls rather than governance, risk, and policy;
“Cyber Security Policy / Policies”	means the high level cyber security requirements for all IT and Operational Technology and data owned by TfL or operated and supported by third parties for or on behalf of TfL;
“Cyber Security Standard(s)”	means the technical detail behind the implementation of the high level cyber security requirements as set out in the Cyber Security Policies;
“Data”	means data created, generated or collected, during the performance of the Services (or any part thereof),

	including Personal Data and data supplied to TfL and members of the Authority Group in connection with the Services or this Contract;
"Data Cleanse"	means checking the validity of data sent to the Service Provider and to update any data if any such checks find the data to be incorrect;
"Data Controller"	has the meaning ascribed in Schedule 7 (Information Compliance);
"Data Processor"	has the meaning ascribed in Schedule 7 (Information Compliance);
"Data Protection Impact Assessment"	has the meaning ascribed in Schedule 7 (Information Compliance);
"Data Protection Legislation"	has the meaning ascribed in Schedule 7 (Information Compliance);
"Data Subject"	has the meaning ascribed in Schedule 7 (Information Compliance);
"Debt"	means any outstanding sum of money owed to TfL (other than those owed to TfL pursuant to a Warrant);
"Debt Payment in Full"	means the receipt of money from a Customer in full satisfaction of any Debt;
"Debt Recovery"	means the process of recovering any Debts;
"Debt Recovery Enforcement System"	has the meaning ascribed in paragraph 5.2.2 of Schedule 2 (Statement of Requirement);
"Declaration of Ineffectiveness"	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;
"Debt Recovery Electronic Interface"	means the interface to be developed by the Service Provider in respect of Debt Recovery as more particularly set out in Schedule 2 (Statement of Requirements) and Annex I to Schedule 2 (Statement of Requirements);
"Debt Recovery Electronic Interface"	means the specification and description of the Debt Recovery Electronic Interface set out in Annex I to Schedule 2 (Statement of Requirements);
"Deliverables"	means the materials that are deliverable at a Milestone Date in accordance with Schedule 3 (Milestones and Deliverables) and the Implementation Plan and any other

	tangible item that the Service Provider is required to provide as part of the Services or as a result of the Change Control Procedure;
"Detailed Milestone Achievement Criteria"	has the meaning ascribed in paragraph 9.1 of Schedule 3 (Milestones and Deliverables);
"Discrimination Policy"	has the meaning ascribed in Clause 34.1.4;
"Disposal" or "Disposal of Goods"	means the sale of Removed Goods to recover debt owed to TfL and any Enforcement Fees owed under a Warrant and "Dispose" shall be construed accordingly;
"Documentation List"	means the list to be produced by the Service Provider pursuant to paragraph 6.1 of Schedule 3 (Milestones and Deliverables);
"Emergency"	means a situation in which if a Change is required to avoid or mitigate (or if not implemented would result in): <ul style="list-style-type: none"> (a) loss of the Services; (b) material loss to TfL of Revenue or potential Revenue; (c) the immediate risk of death or personal injury to any person; and/or (d) an immediate material risk: <ul style="list-style-type: none"> (1) to the integrity of the Scheme(s); and/or (2) of loss of or damage to property;
"Emergency Preparedness Plan"	means a plan created by the Service Provider stating the processes, procedures and measures all Service Provider's Personnel are to follow in the case of an emergency or if facing serious and imminent danger;
"Enforcement Action"	means the lawful process of executing a Warrant by the Service Provider or Service Provider's Personnel;
"Enforcement Action Procedure"	means the procedure and associated timelines for Enforcement Action described in paragraph 2.3 of Schedule 2 (Statement of Requirements);
"Enforcement Agent"	means a certificated Enforcement Agent, being a person appointed under Part 3 of the Tribunals, Courts and Enforcement Act 2007 in England and Wales (as amended or re-enacted) who may take legally enter into Controlled Goods Agreements or Remove Goods and

sell them to pay an amount of money when order to do so by a court;

"Enforcement Fees" means statutory fees and costs the Service Provider is entitled to recover from a Customer in accordance with Taking Control of Goods (Fees) Regulations 2014 (as amended or re-enacted from time to time), and the terms of this Contract (and for the avoidance of doubt, this excludes any sums that fall under the definition of Payment or Revenue);

"Enforcement Systems" means the Warrant Enforcement System and the Debt Recovery Enforcement System;

"Equality & Diversity Infraction" has the meaning ascribed in Clause 34.7.3;

"Error" means a fault or error found in the Service Provider's systems during Testing or during provision of the Services arising:

- (a) from any failure to meet the Interface Specifications or any other provision of the Statement of Requirements;
- (b) as a result of any misinstructions, inaccuracy, incompleteness or "out of date" in connection with Deliverables or other instructions of the Service Provider; or
- (c) because the relevant software, hardware or equipment is not Fit for Purpose.

"Escalation" means a Customer enquiry or complaint, or any other issue relating to the performance of the Services that requires input, guidance or a response from the TfL and which has been forwarded to TfL for action, and "Escalate" or "Escalated" shall be construed accordingly;

"Fit for Purpose" means:

- (a) in the case of hardware, software, systems or Interfaces, that the hardware, software, systems or Interfaces deliver the functionality for the intended use, as envisaged by the performance criteria and other requirements of this Contract; and
- (b) in the case of any other Deliverables not referred to in (a), that the relevant Deliverables:

- (1) are complete taking into account the stage of the implementation of the Services (or, during the Operational Phase, the stage reached in the implementation of any Change);
- (2) meet any criteria or requirements relevant to the Deliverables set out in the Contract;
- (3) are comprehensible to someone with the knowledge and skills of the intended audience;
- (4) reflect Good Industry Practice;
- (5) are consistent with any physical or actual assets or processes that they describe;
- (6) reflect any relevant agreements between TfL and the Service Provider in respect of the Services; and
- (7) take account of TfL's reasonable comments following prior review unless otherwise agreed between the parties.

"Fleet Auto Pay"

means a business with 6 or more vehicles that has registered with TfL in relation to any Scheme an auto pay account which will automatically record the number of charging days a vehicle within the fleet travels within the applicable Scheme charging or enforcement zone each month in order to take payment automatically of the amount owed each month;

"Force Majeure Event"

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

"General Change"

means any Change other than an Emergency Change or a Mandatory Change;

"Good Practice"	Industry	means in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence, foresight and practice that would reasonably and ordinarily be expected from a highly skilled and experienced person engaged in the same type of undertaking as that to which the particular element of the Services relates under the same or similar circumstances to those in which each element of the Services is to be provided;
"Goods"		means assets, including without limitation furniture, vehicles, or money, belonging to a Customer;
"Health & Safety Legislation"		means all national, supranational, foreign or local laws, statutes, statutory instruments, or subordinate legislation, rules, regulations, edicts, by-laws or civil or common laws, all court orders, ordinances, decrees or regulatory codes of practice, circulars, guidance notes and equivalent controls which have as a purpose or effect the protection or prevention of harm to human health, environment or health and safety or compensation for such harm which are binding in relation to the Schemes and/or upon the Service Provider;
"High Court"		means the court of unlimited civil jurisdiction comprising three divisions: Queen's Bench, Chancery, and the Family Division;
HMG Information Security Assurance Standards		means the standards, as well as the relevant policy documents, found at https://www.gov.uk/government/collections/government-security-or-any-updated-link ;
"Holding Company"		any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;
"Impact Assessment"		means the documents of that title, each relating to a proposed Change, as the Service Provider may be required to prepare from time to time in accordance with Schedule 8 (Change Control Request Procedure and Changes);
"Implementation Phase"		means the period from the Contract Commencement Date until the Service Commencement Date;
"Implementation Plan"		means the plan to be produced by the Service Provider pursuant to paragraph 3.1 of Schedule 3 (Milestones and Deliverables);

“Incident”		means an event that occurs or is observed during Testing or during the provision of the Services which causes, or may cause, an adverse impact on the provision or quality of the Services, including Errors, Service Issues and Security Incidents, and in the case of Testing, where the relevant Test Criteria are not met;
“Incident Log”		means the centralised electronic tool used to record all events that occur or are observed during the provision of the Services which cause, or may cause, an adverse impact on the provision or quality of the Services;
“Information Register”	Asset	means a register of all information assets relating to the services connected to this Contract as detailed in paragraph 2.2.3 of Schedule 6 (Security Policy);
“Information Management System” or “ISMS”	Security System	a framework of governance models, policies and procedures, based on a business risk approach to establish, implement, operate, monitor, review, maintain and improve information security in accordance with the requirements of paragraph 15 of Schedule 6 (Security Policy);
“Insolvency Event”		any of the following: <ul style="list-style-type: none"> (a) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order; (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company; (c) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency); (d) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986; (e) being an individual or firm, the Service Provider becoming bankrupt or dying;

- (f) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

"Interfaces"

means the CSP Interface, the Warrant Electronic Interface and the Debt Recovery Electronic Interface;

“Interface Specifications”

means the Warrant Electronic Interface Specification and the Debt Recovery Electronic Interface Specification;

"Internal Changes"

has the meaning ascribed in paragraph 3.3 of Schedule 8 (Change Control Request Procedure and Changes);

ISO/IEC 27001

means the information security standard specification for an information security management system (ISMS), with an emphasis on measuring and evaluating how well an organisation's ISMS is performing;

"IT Services"

means the IT services that support the delivery of the Services;

"IVR"

means Interactive Voice Response (IVR) which allows customers to interact with the Service Provider's operational systems for payments and queries both during and outside of Business Hours;

“Key Personnel”

the Service Provider's key personnel named in Schedule 1;

"Local Community"

has the meaning ascribed in Clause 34.5.1;

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

- “LEZ Payment”** means the payment that permits a vehicle, which does not qualify for an exemption or 100% discount, to be within the LEZ without incurring a penalty or fine, as defined in the LEZ Scheme Order;
- “LEZ Scheme”** means the low emissions zone scheme for London as set out or referred to in the LEZ Scheme Order as amended from time to time and any implementation of such scheme;
- “LEZ Scheme Order”** means the Greater London Low Emission Zone Charging Order 2006, as varied;
- “Low Emissions Zone” or “LEZ”** means the low emissions zone, being the geographical zone within which the Registered Keeper or person liable for a qualifying vehicle identified as having been in the zone will be liable for a charge, as defined in the LEZ Scheme Order;
- “Malicious Software”** means any software that brings harm to a computer system. Commonly known as malware can be in the form of worms, viruses, trojans, spyware, and adware which steal protected data, delete documents or add software not approved by a user;
- "Mandatory Change"** means any Change which either one party or both parties are required to implement as part of this Agreement and which is necessitated by, or results directly from:
- (a) a Change in Law, except if and to the extent that the actions to be undertaken by the Service Provider as a result constitute or relate to Additional Services;
 - (b) an Emergency; or
 - (c) a change or changes to one or more other Service Provider's systems (including the Core Service Provider) and/or service delivery processes;
- which takes effect after the Contract Commencement Date and which impacts on:
- (1) the provision of the Services;
 - (2) the operation or administration of a Scheme and/or the Schemes; or

(3) otherwise on the terms of this Agreement;

or which the Agreement otherwise specifies is a Mandatory Change;

“Milestone”	means a milestone to be achieved pursuant to Schedule 3 (Milestones and Deliverables) by the relevant Milestone Date or as specified as a result of the Change Control Request Procedure;
“Milestone Achievement Criteria”	means the criteria to be met by the Service Provider in order to achieve a Milestone, as specified in Table 1 of Schedule 3 (Milestones and Deliverables) or otherwise agreed between the parties in writing or as part of the Change Control Request Procedure, as appropriate, for realisation of a specified Milestone;
“Milestone Date”	means that date specified in Table 1 of Schedule 3 (Milestone and Deliverables) or otherwise agreed between the parties in writing, as appropriate, for realisation of a specified Milestone;
“Milestone Tasks”	has the meaning given in paragraph 8.1.3 of Schedule 3 (Milestones and Deliverables);
"Minimum Records"	has the meaning ascribed in Clause 34.8.5.4;
"Monthly Priced Process Charge"	has the meaning ascribed in paragraph 2.3 of Schedule 11 (Operational Pricing);
“Notice of Approval”	means a notice issued by TfL to the Service Provider pursuant to paragraph 10.1 of Schedule 3 (Milestones and Deliverables);
“Notice of Authority to Proceed”	means a notice issued by TfL to the Service Provider to proceed in respect of any Milestone;
“Notice of Enforcement”	means a formal notice warning a Customer that Enforcement Action may take place, as required under law;
"Objection Notice"	has the meaning ascribed to it in paragraph 8.3 of Schedule 8 (Change Control Request Procedure and Changes);
“Other Service Provider”	means any party providing services to, or having an interface with, TfL in relation to one or more Schemes from time to time, other than the Service Provider;

“Operational Phase”	means the period from the Service Commencement Date until the date of expiry or termination of this Contract;
“Operational Processes and Procedures”	means the document to be produced by the Service Provider pursuant to paragraph 5.1 of Schedule 3 (Milestones and Deliverables);
“Operational Technology”	means any hardware or software which monitors and/or operates a physical process;
“Outline Security Management Plan”	means the security plan provided by the Service Provider as part of their tender submission;
“Out of Time Statutory Declaration”	means a statutory declaration submitted more than 21 days after an order for recovery has been issued by the Traffic Enforcement Centre at Northampton County Court;
“Parties”	TfL and the Service Provider (including their successors and permitted assignees) and “Party” shall mean either of them as the case may be;
"Parameterised Change Element"	means that element of a Change relating to the re-configuration of a parameterised aspect of the Services, as detailed in Annex A to Schedule 8 (Change Control Request Procedure and Changes);
"Payment"	means the receipt of money from a Customer in full or part satisfaction of any sum owing under a Warrant;
“Payment in Full”	means a Payment which, either of itself or when in addition to previous Payments, fully satisfies any sum outstanding under a Warrant;
"PCI DSS"	has the meaning ascribed in Clause 31.2;
“Penalty Charge Notice” or “PCN”	means a notice issued to a Registered Keeper notifying him or her of a penalty or fine;
“Penetration Testing” (Pen Testing)	A method for gaining assurance in the security of the proposed IT system by attempting to breach some or all of that system's security, using the same tools and techniques as an adversary might;
“Performance Indicator”	has the meaning ascribed in paragraph 2.1 of schedule 5 ((Performance Management Regime Overview);
“Performance Indicator Report”	means the report provided by the Service Provider setting out the information detailed in paragraph 6.2 of

	Schedule 9 (Contract Management and Reporting Procedure);
“Personal Data”	has the meaning given to it in the Data Protection Legislation;
"Pre-Warrant Debt Cleansing Process"	has the meaning given to it in paragraph 10.4.1 of Schedule 2 (Statement of Requirements);
“Processing”	has the meaning ascribed in Schedule 7 (Information Compliance);
“Procurement Manager”	the person named as such in Schedule 1 and referred to in Clause 10 or such other person as notified to the Service Provider by TfL;
“Public Procurement Termination Event”	has the meaning given to it in Clause 39.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
"Reallocated Warrant"	means a Warrant that has been issued to the Service Provider by TfL from an alternative or previous Service Provider within the life of the Warrant;
“Registered Keeper”	means the registered keeper or person liable for a vehicle as registered with DVLA or the person that has otherwise been properly established as the person liable;
"Relevant Protected Characteristic"	has the meaning ascribed in Clause 34.1.2;
“Remittance”	has the meaning ascribed in paragraph 2.1 of Schedule 10 (Revenue Collection and Payment);
“Removable Media”	means any type of storage device that can be removed from a computer while the system is running. Examples of removable media include CDs, DVDs and Blu-Ray disks, as well as diskettes and USB drives;
"Removed" or "Removal" or "Removing"	means the physical removal by an Enforcement Agent of Goods that may be Disposed of by the Service Provider;
"Report Specifications"	means the detailed report specifications developed by the Service Provider and approved by TfL in respect of each of the Reports;

“Reports”	means any of the reports to be produced by the Service Provider in accordance with this Contract, including any Performance Indicator Report, any Test Report, any Incident report, any Remittance report, any Reconciliation Period report or any other financial report required under Schedule 10 (Revenue Collection and Payment), the various reports set out in paragraph 8 of with Schedule 9 (Contract Management and Reporting Procedure) as well as any other ad-hoc reports that may be required by TfL from time to time;
“Return”	means the process by which a Warrant is sent back to TfL by the Service Provider with an appropriate Status with respect to any Enforcement Action that has taken place once all Enforcement Action has ended, and “Returned” shall be construed accordingly;
"Revenue"	means all sums recovered by the Service Provider from Customers that are due to TfL in respect of any sums of money owed to TfL (whether owed under a Warrant or being a Debt) and which, for the avoidance of doubt, shall not include any Enforcement Fees properly due to the Service Provider or any overpayments;
“Scheme Auto Pay”	means a Customer has registered with TfL in relation to any Scheme an auto pay account which automatically records the number of charging days a vehicle travels within the applicable Scheme charging or enforcement zone each month, with TfL invoicing the customer the amount owed to TfL each month;
"Schemes"	means: <ul style="list-style-type: none"> (a) the Congestion Charging Scheme; (b) the LEZ Scheme; (c) the ULEZ Scheme; (d) the Traffic Enforcement Schemes; and (e) any other scheme in respect of which Services are to be provided by the Service Provider pursuant to this Agreement from time to time,
"Security Incident"	a potential or actual event or attempted breach of security affecting the confidentiality, integrity or availability of the Services, IT Services or TfL Networks which process or hold Data;

"Security Incident Management Process"	has the meaning ascribed to it in paragraph 8.1.1 of Schedule 6 (Security Policy);
"Security Management Plan"	means the Service Provider's security plan developed and revised pursuant to Paragraph 14 of Schedule 6 (Security Policy);
"Security Manager"	has the meaning ascribed in paragraph 5.1 of Schedule 6 (Security Policy);
"Security Policy"	means any TfL security policies as amended by TfL from time to time;
"Security Risk"	meaning all risks associated with the security of the Services which may have a negative impact upon the agreed security posture, including information security;
"Security Risk Register"	means a register of Security Risks produced and maintained as detailed in paragraph 2.2.2 of Schedule 6 (Security Policy);
"Sensitive Personal Data"	has the meaning ascribed in Schedule 7 (Information Compliance);
"Service Assets"	means all assets and rights including all physical assets, software, IPR, as well as spares and components whether in storage, repair or on sites, used by the Service Provider to provide the Services in accordance with this Contract;
"Service Commencement Date"	the date from which the Service Provider shall begin to carry out Enforcement Action in respect of Warrants issued to it by TfL, following successful completion of the Implementation Phase;;
"Service Failure Points"	has the meaning ascribed in paragraph 1.2 of Schedule 5 (Service Level Agreement);
"Service Issue"	means an Incident which does not constitute an Error or change to the Interface Specifications but which will or may adversely affect the quality or efficient functioning of the Services;
"Service Provider Equipment"	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to TfL under the Contract;
"Service Provider's Personnel"	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the

performance of any of the Services and including the Key Personnel;

“Service Provider’s Technical Solution” has the meaning set out in paragraph 4.1 of Schedule 3 (Milestones and Deliverables);

“Services”

- (a) subject to Clause 37.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, TfL by the Service Provider under the Contract as detailed in the Statement of Requirements including any variations to such services or activities or any Additional Services agreed pursuant to Clause 42; and
- (b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;

"Severity 1" means a critical element of the Services is or is likely to be prevented from functioning or being performed, or results or is likely to result in an unacceptable impact on the public or on TfL or on an Other Service Provider, as determined by TfL in its absolute discretion, in relation to a Service Issue or Error in connection with the Testing or operation of, or a Security Incident in relation to the security of, the Services;

"Severity 2" means Services still function with a workaround, however the functionality or performance is or is likely to be severely impacted or there is or is likely to be a significant impact on the public or on TfL or on an Other Service Provider, as determined by TfL in its absolute discretion, in relation to a Service Issue or Error in connection with the Testing or operation of, or a Security Incident in relation to the security of, the Services;

"Severity 3" means Services still function with a workaround however the required functionality or performance is or is likely to be materially impacted or there is or is likely to be a material impact on the public or on TfL or on an Other Service Provider, as determined by TfL in its absolute discretion, in relation to a Service Issue or Error in connection with the Testing or operation of, or a Security Incident in relation to the security of, the Services;

"Severity Level" means Severity 1, Severity 2 or Severity 3 (as applicable);

"SME"	has the meaning ascribed in Schedule 12 (TfL: Supplier Diversity Definitions);
"Statement of Requirements"	the statement of requirements set out in Schedule 2 (Statement of Requirements);
"Status"	means the status of a Warrant with respect to any Enforcement Action that has taken place;
"Storage Fees"	means those sums payable by a Customer to the Service Provider for the storage of Removed Goods or vehicles by the Service Provider;
"Subject Request"	has the meaning ascribed in Schedule 7 (Information Compliance);
"System Failure"	means any material failure, fault or problem with the Enforcement Systems, the Interfaces or any of the Service Provider's systems;
"Term"	the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
"Test Criteria"	means the specific test conditions and criteria used to determine whether a software or hardware item passes or fails a Test;
"Test Data"	means any data in relation to any Testing;
"Test Documents"	means all documentation to be provided by the Service Provider to TfL in accordance with Schedule 4 (Testing Regime);
"Test Plan"	means the detailed document prepared or to be prepared by the Service Provider and including the criteria set out in paragraph 5 of Schedule 4 (Testing Regime);
"Test Report"	means a test report prepared or to be prepared by the Service Provider as envisaged under paragraph 10 of Schedule 4 (Testing Regime);
"Tests"	means the tests undertaken or to be undertaken by the Service Provider as envisaged under Clause 7 (Testing) and Schedule 4 (Testing Regime) to assess whether the Interfaces and the Enforcement Systems meet TfL's requirements as set out in this Contract and "Testing" shall have a corresponding meaning;
"Test Specification"	means a detailed specification document prepared or to be prepared by the Service Provider setting out how the

	Tests will demonstrate that the Test Criteria have been met as envisaged under paragraph 6 of Schedule 4 (Testing Regime);
"Test Strategy"	means the high level document to be produced by the Service Provider which shall include the criteria set out in paragraph 3 of Schedule 4 (Testing Regime);
"Test Witnessing"	means a process by which personnel from TfL, or a nominated third party, witnesses the execution of Tests performed by the Service Provider as envisaged under paragraph 9 of Schedule 4 (Testing Regime);
"TfL Business Rules"	means the business rules and updates provided and updated by TfL from time to time and as set out in Annexes C, D and E of Schedule 2 (Statement of Requirements).
"TfL Information Security Controls Framework"	means a hierarchy of IT security documents consisting of the high level Information Management Security Policy and ten security principles (Information Security Controls Framework), available upon request;
"TfL Network(s)"	means the network infrastructure and services owned or used by TfL to support the delivery of the IT Services;
"TfL Personal Data"	has the meaning ascribed in Schedule 7 (Information Compliance);
"TfL Personnel "	means all employees, agents, consultants and contractors of TfL;
"TfL Restricted"	as defined in the TfL Information Security Classification Standard (listed in Annex 5 of Schedule 6 (Security Policy));
"TfL Sites"	means all TfL premises where the Services are delivered;
"Traffic Enforcement Penalty"	means a fine or penalty charge incurred in relation to a vehicle which has been identified as being in contravention of any Traffic Enforcement Scheme;
"Traffic Enforcement Scheme"	means a scheme relating to the regulation of vehicular traffic that is provided for by Law including, without limitation, the Road Traffic Regulation Act 1984, the Traffic Management Act 2004, the London Local Authorities and Transport for London Act 2003 and the London Local Authorities Act 1996;

“Transparency Commitment”	means TfL’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and TfL’s own published transparency commitments;
"ULEZ Payment"	means the payment that permits a vehicle, which does not qualify for an exemption or 100% discount, to be within the ULEZ without incurring a penalty or fine, as defined in the ULEZ Scheme Order;
"ULEZ Scheme"	means the Ultra Low Emissions Zone scheme for London as set out or referred to in the ULEZ Scheme Order as amended from time to time and any implementation of such scheme;
"ULEZ Scheme Order"	Greater London Low Emission Zone Charging order 2006 variation order for ULEZ, Greater London Low Emission Zone Charging (variation) No2 Order 2018;
Ultra Low Emission Zone“ or “ULEZ”	means the ultra low emissions zone, being the geographical zone within which the Registered Keeper or person liable for a qualifying vehicle identified as having been in the zone will be liable for a charge, as defined in the ULEZ Scheme Order;
"Unallocated Payment"	means any money sent to the Service Provider but without information as to the Customer or what Warrant and/or Debt or other debt it has been paid in respect of;
"Uncollected Warrant"	means a Warrant that the Service Provider has categorised as uncollectible and has sent back to the CSP due to the following reasons: <ul style="list-style-type: none"> (a) the Customer has gone away; (b) no trace of the Customer; (c) the Service Provider is unable to collect the Warrant; and/or (d) the Warrant has not been executed by the Service Provider within a specified time frame;
"Uncollectible Warrant"	shall have the meaning given to it paragraph 8.1.2 in Schedule 2 (Statement of Requirements);
“Upheld Customer Complaint”	has the meaning ascribed in paragraph PI 9.1 of Schedule 5 (Service Level Agreement);

“VAT”	means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature;
"VAT Payments"	has the meaning ascribed in paragraph 6.1.2;
“Visit”	means attendance at a place where the Customer or where any goods belonging to the Customer are or may be present by an Enforcement Agent in the course of performance of Enforcement Action, and “Visiting” shall be construed accordingly;
"VRM"	means vehicle registration marker;
“Warrant”	means an instrument issued by a court with jurisdiction to do so on behalf of TfL entitling TfL to: <ul style="list-style-type: none"> (a) recover sums due to it resulting from non-compliance with the Schemes and the non-payment of the resulting PCNs; or (b) recover sums due to it relating to Commercial Rent Arrears Recovery;
"Warrant Electronic Interface"	means the interface to be developed by the Service Provider in respect of the enforcement of Warrants as more particularly set out in Schedule 2 (Statement of Requirements) and Annex A to Schedule 2 (Statement of Requirements);
"Warrant Electronic Interface Specification"	means the specification and description of the Warrant Electronic Interface set out in Annex A to Schedule 2 (Statement of Requirements);
"Warrant Enforcement System"	has the meaning ascribed in paragraph 5.2.1 of Schedule 2 (Statement of Requirement);
"Warrant Reseal Process"	means the warrant reseal process set out in Annex G of Schedule 2 (Statement of Requirements); and
"Writ"	means a writ of control or execution issued by the High Court which allows an authorised High Court Enforcement Agent to seize or otherwise take control of a debtor's goods and sell them at auction to recover sums awarded to TfL by a High Court or County Court Judgement, plus the High Court Enforcement Agent's enforcement fees.

1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;

- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
 - 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
 - 1.7.2 the conflict is with a provision in Schedule 2 (Statement of Requirements), in which case the provisions in Schedule 2 shall prevail;
- 1.8 in the event, and only to the extent, of any conflict or inconsistency between any provision of the Contract (including the Schedules) and any provision of applicable law then the relevant provision of applicable law shall prevail but only where such conflict or inconsistency would in TfL's reasonable opinion require the Service Provider to breach applicable law and only in so far as is necessary to resolve that conflict or inconsistency.
- 1.9 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.10 the expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.11 the words "including", "includes" and "included" will be construed without limitation unless inconsistent with the context.

2. Commencement and Duration

The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 38.

3. The Services

- 3.1 In consideration of being appointed by TfL to provide the Services as required by TfL, and recognising that the provision of the Services will permit the Service Provider to obtain Enforcement Fees, the Service Provider:
- 3.1.1 shall provide the Services to TfL from the Service Commencement Date in accordance with the Contract;
 - 3.1.2 shall provide the Deliverables in accordance with, and otherwise comply with the provisions set out in, Schedule 3 (Milestones and Deliverables) so as to archive the Milestones;
 - 3.1.3 acknowledges that it has sufficient information about TfL and the Statement of Requirements and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;
 - 3.1.4 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Statement of Requirements or otherwise to the Contract; and
 - 3.1.5 shall comply with all lawful and reasonable directions of TfL relating to its performance of the Services; and
 - 3.1.6 shall at all time comply with the rules of the Schemes,
- 3.2 Notwithstanding anything to the contrary in the Contract, TfL's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract;
- 3.3 The Service Provider shall provide the Services:
- 3.3.1 in accordance with Acceptable Service Levels set out in Schedule 5 (Service Level Agreement);
 - 3.3.2 in accordance with the time periods set out in the Statement of Requirements or, where no period is specified, within a reasonable time;
 - 3.3.3 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 3.3.4 in conformance in all respects with the Statement of Requirements and so that they fulfil the purpose indicated by or to be reasonably inferred from the Statement of Requirements;

- 3.3.5 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
- 3.3.6 so that they are properly managed and monitored and shall immediately inform TfL if any aspect of the Contract is not being or is unable to be performed.
- 3.4 Throughout the term of the Contract the Service Provider shall when required give to TfL such written or oral advice or information regarding any of the Services as TfL may reasonably require.
- 3.5 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless TfL requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.

4. Additional Services

- 4.1 TfL may, in accordance with the obligations set out in Clause 42 (Change Control Request Procedure), require the Service Provider from time to time to provide services in addition to the Services such as:
 - 4.1.1 Commercial Rent Arrears Recovery services;
 - 4.1.2 Peaceful entry and re-entry services;
 - 4.1.3 other ad-hoc enforcement activities as directed by TfL; and
 - 4.1.4 any other services substantially similar to the Services, including any required to support TfL's traffic and vehicle parking enforcement, further road user charging and/or infrastructure charging schemes as well as to support TfL in the collection of any other outstanding sums owed to TfL,

together the "**Additional Services**".

- 4.2 Any Additional Services shall be provided on and subject to the terms and conditions of this Contract.

5. Performance Management

- 5.1 The parties agree the purpose of the Service Failure Points is to give the Service Provider an incentive to perform and that the operation of the Performance Management Regime is without prejudice to TfL's right at any time and without reference to the Performance Management Regime not to allocate any Warrants to the Service Provider.
- 5.2 In the event that the Service Provider fails to achieve the Acceptable Service Levels, the following provisions shall apply:

- 5.2.1 the Service Provider shall, subject to the terms of this Contract, promptly undertake all necessary actions in order to rectify the failure and achieve the Acceptable Service Levels;
 - 5.2.2 if the failure to achieve the Acceptable Service Levels results in the Service Provider accumulating more than 25 Service Failure Points in a month, TfL may take the action described in Table 2 of Schedule 5 (Service Level Agreement); and
 - 5.2.3 in the event of a Material Service Level Failure, TfL shall be entitled to terminate this Contract in accordance with Clause 37 (Breach and Termination of Contract).
- 5.3 TfL's rights under this Clause 5 are in addition to and without prejudice to any other rights or remedies available to TfL.
- 5.4 Any dispute as to whether the Services are supplied, or the Service Provider's relevant obligations are performed, in accordance with the Acceptable Service Levels shall be resolved in accordance with Clause 36 (Dispute Resolution Procedure).
- 6. Revenue Collection and Payment**
- 6.1 The Service Provider shall:
- 6.1.1 pay to TfL all Revenue within one (1) Business Day of receipt; and
 - 6.1.2 invoice TfL for the reimbursement of VAT fees paid by the Service Provider on all Enforcement Fees ("**VAT Payments**"),
- in accordance with the provisions of Schedule 10 (Revenue Collection and Payment).
- 6.2 In respect of any Debt Recovery, TfL shall pay to the Service Provider Commission Payments in accordance with Schedule 11 (Operational Pricing) on successfully collected cases. The Service Provider shall invoice TfL for such Commission Payments in accordance with the provisions of Schedule 10 (Revenue Collection and Payment).
- 6.3 Other than any VAT Payments and Commission Payments properly owed to the Service Provider, the Service Provider may not recover from TfL any other payment, charges, costs, fees or expenses whatsoever or howsoever incurred in respect of the performance of the Services.
- 6.4 Other than in respect of any High Court enforcement action, it shall be entirely the responsibility of the Service Provider to ensure that sums recovered from Customers are sufficient to cover Enforcement Fees in addition to sums owing to TfL and TfL makes no warranty or representation that Enforcement Fees shall be recoverable by the Service Provider and TfL accepts no responsibility or liability whatsoever to the Service Provider in the event that the Service Provider is unable to recover Enforcement Fees or any amount thereof from a Customer.

- 6.5 The Service Provider shall apply any monies obtained from a Customer in the following order:
- 6.5.1 firstly in the satisfaction of the Compliance Fee (if any) incurred by the Service Provider;
 - 6.5.2 secondly, in the payment to TfL in full of the outstanding sum stated in the Warrant; and
 - 6.5.3 thirdly in the satisfaction of any other Enforcement Fees (if any) incurred by the Service Provider; and
 - 6.5.4 fourthly, subject to paragraph 4.1.7 of Schedule 2 (Statement of Requirements), the balance of the monies (if any) following the deduction of the sums referred to in clauses 6.5.1 and 6.5.3 above shall be promptly repaid to the Customer.
- 6.6 For the avoidance of doubt, in the event that the Service Provider is unable to recover the Enforcement Fees in full from a Customer, the Service Provider shall have no right to seek to recover the Enforcement Fees, or any part of them, from TfL.
- 6.7 No VAT Payments or Commission Payment made by TfL to the Service Provider (including any final payment) or act or omission or approval by TfL or any TfL Personnel (whether related to payment or otherwise) shall:
- 6.7.1 indicate or be taken to indicate the TfL's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which TfL may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or
 - 6.7.2 prevent TfL from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 23, TfL shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or TfL may recover such amount as a debt.

7. Testing

- 7.1 Each party shall have the relevant rights and comply with the provisions set out in Schedule 4 (Testing Regime) in relation to Testing.
- 7.2 The Service Provider agrees that all Testing shall be the responsibility of, and shall be carried out at the cost and expense of, the Service Provider.

8. Warranties and Obligations

- 8.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to TfL that:

- 8.1.1 the Service Provider:
- 8.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and
 - 8.1.1.2 is aware of the purposes for which the Services are required and acknowledges that TfL is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and
 - 8.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;
- 8.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
- 8.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Statement of Requirements; and
- 8.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to TfL under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 8.2 Each warranty and obligation in this Clause 8 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

9. TfL's Obligations

- 9.1 Notwithstanding the provisions of Schedule 5 (Service Level Agreement), TfL is not obliged to allocate any Warrants to the Service Provider whether pursuant to this Contract or otherwise.
- 9.2 TfL reserves the right to cancel any instruction in respect of any Warrant previously allocated to the Service Provider without notice, explanation or payment of any compensation, fees or expenses to the Service Provider. TfL shall use reasonable endeavours to ensure that where a Warrant is withdrawn the Service Provider is informed within two (2) Business Days. In the event of any such cancellation or withdrawal, the Service Provider shall promptly return any Removed Goods which have not been disposed of to the Customer.
- 9.3 TfL shall use its reasonable endeavours to ensure that TfL and the Core Service Provider:

- 9.3.1 do not accept, without prior notice to the Service Provider, any payment which to their reasonable knowledge is in respect of any Warrant which has been allocated to the Service Provider for execution; and
- 9.3.2 shall advise Customers that any payment in respect of a Warrant should be made to the Service Provider.

10. Operational Management

- 10.1 TfL authorises the Contract Manager to act as TfL's representative for the Contract.
- 10.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by TfL:
 - 10.2.1 Change Control Requests;
 - 10.2.2 any matter concerning the terms of the Contract; and
 - 10.2.3 any financial matter (including any issues in Schedule 10 (Revenue Collection and Payment) and Schedule 11 (Commission Payments), which shall be referred to the Procurement Manager.
- 10.3 The Service Provider shall, at TfL's request, provide promptly to TfL at no additional cost such reports on the provision of the Services as TfL may reasonably request.

11. Service Provider's Personnel

- 11.1 Subject to Clause 12, nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of TfL or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.
- 11.2 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly trained, managed and supervised and in these and any other respects be acceptable to TfL.
- 11.3 On the Contract Commencement Date, and thereafter in the event of any change in the Service Provider's Personnel, the Service Provider shall provide TfL with the following details in writing in relation to each member of the Service Provider's Personnel:
 - 11.3.1 full name;

- 11.3.2 in the case of Enforcement Agents, the name of the County Court and/or High Court at which he or she obtained his or her certification;
- 11.3.3 his or her references; and
- 11.3.4 the date on which he or she successfully completed the training referred to in Clause 11.8.1 below,
- and the Service Provider shall promptly notify TfL from time to time of any changes to these details.
- 11.4 The Service Provider shall procure (as far as it is lawfully able to do so) that all the Service Provider's Personnel disclose to the Service Provider details of any convictions. The Service Provider shall not engage any of the Service Provider's Personnel who have convictions in the performance of the Services without the prior written consent of TfL.
- 11.5 The Service Provider shall require (as far as it is lawfully able to do so) that the Service Provider's Personnel declare any interests or relationships they have with Customers at any time and from time to time. The Service Provider shall notify TfL of all such declarations and shall ensure that none of the Service Provider's Personnel shall carry out Enforcement Action in respect of a Customer with whom he or she has declared an interest or relationship.
- 11.6 The Service Provider shall provide TfL, upon request, with copies of the contracts of employment or service (as the case may be) of Enforcement Agents engaged to perform Enforcement Action for TfL.
- 11.7 If TfL, acting reasonably, considers that any member of the Service Provider's Personnel is not performing properly, efficiently or effectively or is in any way disruptive to TfL's activities then TfL may, by written notice to the Service Provider, require the removal of such member of the Service Provider's Personnel from the provision of the Services with immediate effect. The Service Provider shall inform TfL in writing if it considers that the re-engagement of any such member of the Service Provider's Personnel in the provision of the Services to be justified, and TfL may permit such re-engagement on such terms as TfL shall determine. The exercise of these rights by TfL will not relieve the Service Provider of any of its obligations under this Contract.
- 11.8 The Service Provider shall:
- 11.8.1 only use Service Provider's Personnel in the performance of the Services who have first successfully completed an induction training programme developed by the Service Provider and approved by TfL;
- 11.8.2 maintain an accurate and up-to-date record of the training history of all Service Provider's Personnel, including details of the training dates, the courses undertaken, and any further training scheduled.
- 11.9 TfL may from time to time attend, inspect and audit the Service Provider's Personnel training courses at any time (with or without prior notice).

- 11.10 Without prejudice to any of TfL's other rights, powers or remedies, TfL may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in TfL's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. TfL shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 11.11 The Service Provider shall give TfL, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give TfL reasonable notice of any proposals to change Key Personnel and Clause 11.2 shall apply to the proposed replacement personnel.
- 11.12 The Service Provider shall indemnify, keep indemnified and hold harmless TfL from and against all Losses which TfL or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with this Clause 11.
- 11.13 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to TfL (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.

12. Transfer of Employees to Service Provider

- 12.1 For the purposes of this Clause 12, unless the context indicates otherwise, the following expressions shall have the following meanings:

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

"Replacement Service Provider" means any replacement supplier or provider to TfL of the Services (or any part of the Services) and any sub-contractor to such replacement supplier or provider;

"Transfer of Services" means the transfer of the provision of the Services from the Service Provider and any sub-contractor to TfL or any Replacement Service Provider or any sub-contractor for any reason;

"Transferring Staff" means such employees of the Service Provider(s) who transfer (or claim an entitlement to transfer) to TfL or any Replacement Service Provider pursuant to TUPE;

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

- 12.2 The Parties agree and acknowledge that they do not expect TUPE to apply on the Transfer of Services.
- 12.3 To the extent that TUPE does or is deemed to apply to any Transfer of Services, the Service Provider will indemnify and keep indemnified TfL and the Replacement Service Provider(s) (and its sub-contractors) from and against all Employment Liabilities which TfL or the Replacement Service Provider (or its sub-contractors) incur or suffer arising out of or in connection with:
 - 12.3.1 any act or omission by or on behalf of the Service Provider (or its sub-contractors) in respect of any person employed or engaged by it (or its sub-contractors) (including the Transferring Staff) on or after the Contract Commencement Date;
 - 12.3.2 any failure by the Service Provider (or its sub-contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services;
 - 12.3.3 any claim brought or other action which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Service Provider (or its sub-contractors) before, on or after the Contract Commencement Date;
 - 12.3.4 the employment or termination of employment by the Service Provider (or its sub-contractors) of any Transferring Staff on or after the Contract Commencement Date;
 - 12.3.5 any actual or proposed changes by the Service Provider (or its sub-contractors) to the terms and conditions of employment or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.
- 12.4 Immediately upon becoming aware that TUPE may apply to any Transfer of Services, the Service Provider will provide TfL with all information which it may reasonably require to enable it or any Replacement Service Provider to comply with its information and consultation obligations under TUPE.
- 12.5 Clause 41.1 shall be amended so that benefits conferred on the Replacement Service Provider or its sub-contractors under this Clause shall be enforceable by them.
- 12.6 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider's Personnel and will indemnify and keep indemnified TfL against all Employment Liabilities which TfL incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider's Personnel or former Service Provider's Personnel.

13. London Living Wage

13.1 For the purposes of this Clause 13, the following expressions have the corresponding meanings:

“CCSL” the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;

“London Living Wage” the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website (www.livingwage.org.uk); and

“Subcontractor” a sub-contractor (of any tier) of the Service Provider.

13.2 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority’s estate in the circumstances set out in Clause 13.3.1

13.3 Without prejudice to any other provision of this Contract, the Service Provider shall:

13.3.1 ensure and procure that any of the Service Provider’s Personnel or the employees of the Service Provider’s sub-contractors engaged in the provision of the Services:

13.3.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and

13.3.1.2 on the Authority’s estate including (without limitation) premises and land owned or occupied by the Authority,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

13.3.2 ensure that none of:

13.3.2.1 the Service Provider’s Personnel; nor

13.3.2.2 the employees of the Service Provider’s sub-contractors, engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

- 13.3.3 provide to TfL such information concerning the London Living Wage as TfL or its nominees may reasonably require from time to time, including (without limitation):
 - 13.3.3.1 all information necessary for TfL to confirm that the Service Provider is complying with its obligations under Clause 13; and
 - 13.3.3.2 reasonable evidence that Clause 13 has been implemented;
- 13.3.4 disseminate on behalf of TfL to:
 - 13.3.4.1 the Service Provider's Personnel; and
 - 13.3.4.2 the employees of the Service Provider's sub-contractors, engaged in the provision of the Services such perception questionnaires as TfL may reasonably require from time to time and promptly collate and return to TfL responses to such questionnaires; and
- 13.3.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):
 - 13.3.5.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's Personnel;
 - 13.3.5.2 procuring that the Service Provider's sub-contractors allow the CCSL to contact and meet with the subcontractors' employees and any trade unions representing the sub-contractors' employees,

in order to establish that the obligations in Clause 13.3.1 have been complied with.
- 13.4 For the avoidance of doubt the Service Provider shall:
 - 13.4.1 implement the annual increase in the rate of the London Living Wage; and
 - 13.4.2 procure that its sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.
- 13.5 TfL reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's Personnel and the employees of its sub-contractors.