



Woodside Park



Date: 01/06/2016 16:18:16 User: robertstaunton@tfl.gov.u

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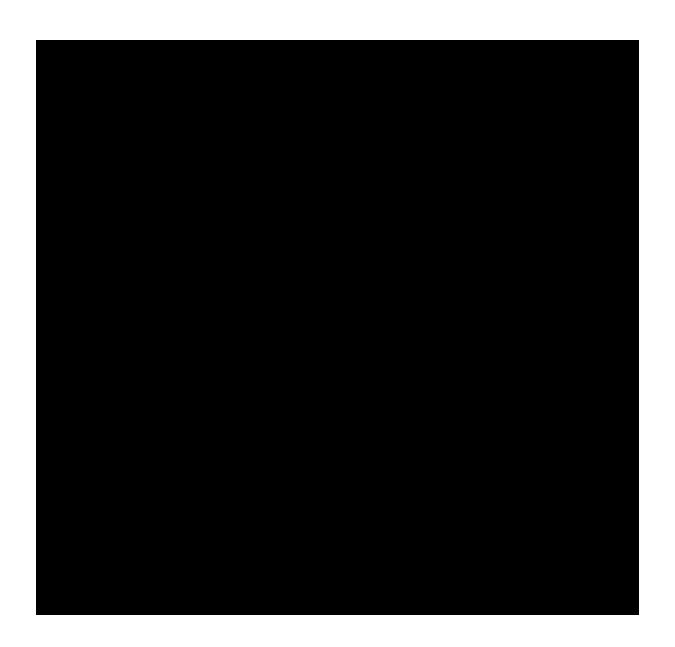


Appendix	6: Authority's F	Financial Pe	eriodic Calendar

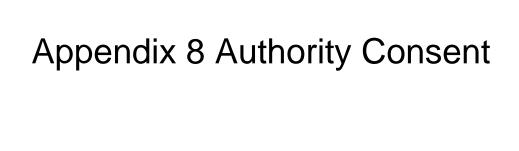
	Period Start Dates											Other Dates and Number of Days								
Financial Year	Start of Period 1	Start of Period 2	Start of Period 3	Start of Period 4	Start of Period 5	Start of Period 6	Start of Period 7	Start of Period 8	Start of Period 9	Start of Period 10	Start of Period 11	Start of Period 12	Start of Period 13	End of Period 13	Finish of Week 1 Period 1	Finish of Week 1 Period 1	Working Days in Week 1 Period 1	Start of Week 4 Period 13	Start of Week 4 Period 13	Working Days in Week 4 Period 13
2003 04	01-Apr-03	27-Apr-03	25-May-03	22-Jun-03	20-Jul-03	17-Aug-03	1 -Sep-03	12-Oct-03	09-Nov-03	07-Dec-03	0 -Jan-0	01-Feb-0	29-Feb-0	31-Mar-0	05-Apr-03	Saturday		21-Mar-0	Sunday	8
2004 05	01-Apr-0	02-May-0	30-May-0	27-Jun-0	25-Jul-0	22-Aug-0	19-Sep-0	17-Oct-0	1 -Nov-0	12-Dec-0	09-Jan-05	06-Feb-05	06-Mar-05	31-Mar-05	10-Apr-0	Saturday	7	27-Mar-05	Sunday	
2005 06	01-Apr-05	01-May-05	29-May-05	26-Jun-05	2 -Jul-05	21-Aug-05	18-Sep-05	16-Oct-05	13-Nov-05	11-Dec-05	08-Jan-06	05-Feb-06	05-Mar-06	31-Mar-06	09-Apr-05	Saturday	6	26-Mar-06	Sunday	5
2006 07	01-Apr-06	30-Apr-06	28-May-06	25-Jun-06	23-Jul-06	20-Aug-06	17-Sep-06	15-Oct-06	12-Nov-06	10-Dec-06	07-Jan-07	0 -Feb-07	0 -Mar-07	31-Mar-07	08-Apr-06	Saturday	5	25-Mar-07	Sunday	5
2007 08	01-Apr-07	29-Apr-07	27-May-07	2 -Jun-07	22-Jul-07	19-Aug-07	16-Sep-07	1 -Oct-07	11-Nov-07	09-Dec-07	06-Jan-08	03-Feb-08	02-Mar-08	31-Mar-08	07-Apr-07	Saturday	5	23-Mar-08	Sunday	6
2008 09	01-Apr-08	27-Apr-08	25-May-08	22-Jun-08	20-Jul-08	17-Aug-08	1 -Sep-08	12-Oct-08	09-Nov-08	07-Dec-08	0 -Jan-09	01-Feb-09	01-Mar-09	31-Mar-09	05-Apr-08	Saturday		22-Mar-09	Sunday	7
2009 10	01-Apr-09	03-May-09	31-May-09	28-Jun-09	26-Jul-09	23-Aug-09	20-Sep-09	18-Oct-09	15-Nov-09	13-Dec-09	10-Jan-10	07-Feb-10	07-Mar-10	31-Mar-10	11-Apr-09	Saturday	8	28-Mar-10	Sunday	3
2010 11	01-Apr-10	02-May-10	30-May-10	27-Jun-10	25-Jul-10	22-Aug-10	19-Sep-10	17-Oct-10	1 -Nov-10	12-Dec-10	09-Jan-11	06-Feb-11	06-Mar-11	31-Mar-11	10-Apr-10	Saturday	7	27-Mar-11	Sunday	
2011 12	01-Apr-11	01-May-11	29-May-11	26-Jun-11	2 -Jul-11	21-Aug-11	18-Sep-11	16-Oct-11	13-Nov-11	11-Dec-11	08-Jan-12	05-Feb-12	0 -Mar-12	31-Mar-12	09-Apr-11	Saturday	6	25-Mar-12	Sunday	5
2012 13	01-Apr-12	29-Apr-12	27-May-12	2 -Jun-12	22-Jul-12	19-Aug-12	16-Sep-12	1 -Oct-12	11-Nov-12	09-Dec-12	06-Jan-13	03-Feb-13	03-Mar-13	31-Mar-13	07-Apr-12	Saturday	5	2 -Mar-13	Sunday	5
2013 14	01-Apr-13	28-Apr-13	26-May-13	23-Jun-13	21-Jul-13	18-Aug-13	15-Sep-13	13-Oct-13	10-Nov-13	08-Dec-13	05-Jan-1	02-Feb-1	02-Mar-1	31-Mar-1	06-Apr-13	Saturday	5	23-Mar-1	Sunday	6
2014 15	01-Apr-1	27-Apr-1	25-May-1	22-Jun-1	20-Jul-1	17-Aug-1	1 -Sep-1	12-Oct-1	09-Nov-1	07-Dec-1	0 -Jan-15	01-Feb-15	01-Mar-15	31-Mar-15	05-Apr-1	Saturday		22-Mar-15	Sunday	7
2015 16	01-Apr-15	03-May-15	31-May-15	28-Jun-15	26-Jul-15	23-Aug-15	20-Sep-15	18-Oct-15	15-Nov-15	13-Dec-15	10-Jan-16	07-Feb-16	06-Mar-16	31-Mar-16	11-Apr-15	Saturday	8	27-Mar-16	Sunday	
2016 17	01-Apr-16	01-May-16	29-May-16	26-Jun-16	2 -Jul-16	21-Aug-16	18-Sep-16	16-Oct-16	13-Nov-16	11-Dec-16	08-Jan-17	05-Feb-17	05-Mar-17	31-Mar-17	09-Apr-16	Saturday	6	26-Mar-17	Sunday	5
2017 18	01-Apr-17	30-Apr-17	28-May-17	25-Jun-17	23-Jul-17	20-Aug-17	17-Sep-17	15-Oct-17	12-Nov-17	10-Dec-17	07-Jan-18	0 -Feb-18	0 -Mar-18	31-Mar-18	08-Apr-17	Saturday	5	25-Mar-18	Sunday	5
2018 19	01-Apr-18	29-Apr-18	27-May-18	2 -Jun-18	22-Jul-18	19-Aug-18	16-Sep-18	1 -Oct-18	11-Nov-18	09-Dec-18	06-Jan-19	03-Feb-19	03-Mar-19	31-Mar-19	07-Apr-18	Saturday	5	2 -Mar-19	Sunday	5
2019 20	01-Apr-19	28-Apr-19	26-May-19	23-Jun-19	21-Jul-19	18-Aug-19	15-Sep-19	13-Oct-19	10-Nov-19	08-Dec-19	05-Jan-20	02-Feb-20	01-Mar-20	31-Mar-20	06-Apr-19	Saturday	5	22-Mar-20	Sunday	7
2020 21	01-Apr-20	03-May-20	31-May-20	28-Jun-20	26-Jul-20	23-Aug-20	20-Sep-20	18-Oct-20	15-Nov-20	13-Dec-20	10-Jan-21	07-Feb-21	07-Mar-21	31-Mar-21	11-Apr-20	Saturday	8	28-Mar-21	Sunday	3
2021 22	01-Apr-21	02-May-21	30-May-21	27-Jun-21	25-Jul-21	22-Aug-21	19-Sep-21	17-Oct-21	1 -Nov-21	12-Dec-21	09-Jan-22	06-Feb-22	06-Mar-22	31-Mar-22	10-Apr-21	Saturday	7	27-Mar-22	Sunday	
2022 23	01-Apr-22	01-May-22	29-May-22	26-Jun-22	2 -Jul-22	21-Aug-22	18-Sep-22	16-Oct-22	13-Nov-22	11-Dec-22	08-Jan-23	05-Feb-23	05-Mar-23	31-Mar-23	09-Apr-22	Saturday	6	26-Mar-23	Sunday	5
2023 24	01-Apr-23	30-Apr-23	28-May-23	25-Jun-23	23-Jul-23	20-Aug-23	17-Sep-23	15-Oct-23	12-Nov-23	10-Dec-23	07-Jan-2	0 -Feb-2	03-Mar-2	31-Mar-2	08-Apr-23	Saturday	5	2 -Mar-2	Sunday	5
2024 25	01-Apr-2	28-Apr-2	26-May-2	23-Jun-2	21-Jul-2	18-Aug-2	15-Sep-2	13-Oct-2	10-Nov-2	08-Dec-2	05-Jan-25	02-Feb-25	02-Mar-25	31-Mar-25	06-Apr-2	Saturday	5	23-Mar-25	Sunday	6
2025 26	01-Apr-25	27-Apr-25	25-May-25	22-Jun-25	20-Jul-25	17-Aug-25	1 -Sep-25	12-Oct-25	09-Nov-25	07-Dec-25	0 -Jan-26	01-Feb-26	01-Mar-26	31-Mar-26	05-Apr-25	Saturday		22-Mar-26	Sunday	7
2026 27	01-Apr-26	03-May-26	31-May-26	28-Jun-26	26-Jul-26	23-Aug-26	20-Sep-26	18-Oct-26	15-Nov-26	13-Dec-26	10-Jan-27	07-Feb-27	07-Mar-27	31-Mar-27	11-Apr-26	Saturday	8	28-Mar-27	Sunday	3
2027 28	01-Apr-27	02-May-27	30-May-27	27-Jun-27	25-Jul-27	22-Aug-27	19-Sep-27	17-Oct-27	1 -Nov-27	12-Dec-27	09-Jan-28	06-Feb-28	05-Mar-28	31-Mar-28	10-Apr-27	Saturday	7	26-Mar-28	Sunday	5
2028 29	01-Apr-28	30-Apr-28	28-May-28	25-Jun-28	23-Jul-28	20-Aug-28	17-Sep-28	15-Oct-28	12-Nov-28	10-Dec-28	07-Jan-29	0 -Feb-29	0 -Mar-29	31-Mar-29	08-Apr-28	Saturday	5	25-Mar-29	Sunday	5
2029 30	01-Apr-29	29-Apr-29	27-May-29	2 -Jun-29	22-Jul-29	19-Aug-29	16-Sep-29	1 -Oct-29	11-Nov-29	09-Dec-29	06-Jan-30	03-Feb-30	03-Mar-30	31-Mar-30	07-Apr-29	Saturday	5	2 -Mar-30	Sunday	5
2030 31	01-Apr-30	28-Apr-30	26-May-30	23-Jun-30	21-Jul-30	18-Aug-30	15-Sep-30	13-Oct-30	10-Nov-30	08-Dec-30	05-Jan-31	02-Feb-31	02-Mar-31	31-Mar-31	06-Apr-30	Saturday	5	23-Mar-31	Sunday	6
2031 32	01-Apr-31	27-Apr-31	25-May-31	22-Jun-31	20-Jul-31	17-Aug-31	1 -Sep-31	12-Oct-31	09-Nov-31	07-Dec-31	0 -Jan-32	01-Feb-32	29-Feb-32	31-Mar-32	05-Apr-31	Saturday		21-Mar-32	Sunday	8
2032 33	01-Apr-32	02-May-32	30-May-32	27-Jun-32	25-Jul-32	22-Aug-32	19-Sep-32	17-Oct-32	1 -Nov-32	12-Dec-32	09-Jan-33	06-Feb-33	06-Mar-33	31-Mar-33	10-Apr-32	Saturday	7	27-Mar-33	Sunday	
2033 34	01-Apr-33	01-May-33	29-May-33	26-Jun-33	2 -Jul-33	21-Aug-33	18-Sep-33	16-Oct-33	13-Nov-33	11-Dec-33	08-Jan-3	05-Feb-3	05-Mar-3	31-Mar-3	09-Apr-33	Saturday	6	26-Mar-3	Sunday	5
2034 35	01-Apr-3	30-Apr-3	28-May-3	25-Jun-3	23-Jul-3	20-Aug-3	17-Sep-3	15-Oct-3	12-Nov-3	10-Dec-3	07-Jan-35	0 -Feb-35	0 -Mar-35	31-Mar-35	08-Apr-3	Saturday	5	25-Mar-35	Sunday	5

Appendix 7 Equipment









To be signed on landowners headed note paper -

Saba Park Services UK Ltd. 2nd Floor, Building 4 Croxley Park Hatters Lane Watford WD18 8YF

Date: 00/00/2022

Dear

Re: Authorisation from Transport for London (the Landowner) to Saba Park Services UK Limited (the Operator) for car park operation

The Landowner confirms they appoint the Operator to manage the land as outlined in Appendix A and Appendix B in accordance with the conditions of parking (as defined at Appendix A).

The Landowner attests that they have been provided with a copy of the Code and understand the most recent version can be viewed at Practice - GOV.UK (www.gov.uk)

The Landowner confirms they understand the Operator is required to act in accordance with the Code when managing the land.

The Landowner is the creditor for all notices of parking charge issued and has discretion about how they are enforced, including proceeding cases through the County Court. The method of enforcement is manual / automatic.

In consideration of the above, the landowner has directed the operator to manage the land.

The landowner confirms that they have considered with the operator:

- The needs of the users of the land.
- The hours/days on which the land may be occupied.
- The obligation of the operator to apply consideration and grace periods in accordance with the Code.
- Arrangements and exemptions for loading/unloading and deliveries.
- Any reputational issues that may arise for the landowner.
- The Equality Act 2010, including arrangements for drivers with disabilities and whether any concessions apply, including extended dwell times.
- The requirements of the Accredited Parking Association to which the operator belongs.

- The statutory obligations applying to the operator.
- The landowner's expected involvement and responsibilities e.g. for building maintenance, lighting information signs, seeking planning consent for signs, and the size and spacing of parking bays.
- Site-specific appeals criteria to be applied by the operator.

Saba Park Services UK Limited is appointed to manage the land from *[insert date contract begins]*.

Signed:
On behalf of Landowner
Print name
Position

To be signed on landowners headed note paper -

Appendix A Definitions

Full Site Address:	
Contact details:	
Telephone:	

"Landowner" means Transport for London
The landowner is deemed so if they are the legal owner of the land.

"Operator" means

"Land" means

Name of operator: Saba Park Services UK Ltd

Address: 2nd Floor, Building 4, Croxley Park, Hatters Lane, Watford, WD18 8YF

Contact details:

Telephone:

"The Accredited Parking Association" means The British Parking Association "The Code" means The Code of Practice made by the Secretary of State for Housing, Communities and Local Government in accordance with the Parking (Code of Practice) Act 2019.

"The conditions of parking" means the parking restrictions set out for the land as indicated by the signs located throughout the car park.

Appendix B Site Map (clearly defining boundaries)

To be signed on landowners headed note paper -

Saba Park Services UK Ltd. 2nd Floor, Building 4 Croxley Park Hatters Lane Watford WD18 8YF

Date: 00/00/2022

Dear

Re: Authorisation from TTLP Properties Limited (the Landowner) to Saba Park Services UK Limited (the Operator) for car park operation

The Landowner confirms they appoint the Operator to manage the land as outlined in Appendix A and Appendix B in accordance with the conditions of parking (as defined at Appendix A).

The Landowner attests that they have been provided with a copy of the Code and understand the most recent version can be viewed at Practice - GOV.UK (www.gov.uk)

The Landowner confirms they understand the Operator is required to act in accordance with the Code when managing the land.

The Landowner is the creditor for all notices of parking charge issued and has discretion about how they are enforced, including proceeding cases through the County Court. The method of enforcement is manual / automatic.

In consideration of the above, the landowner has directed the operator to manage the land.

The landowner confirms that they have considered with the operator:

- The needs of the users of the land.
- The hours/days on which the land may be occupied.
- The obligation of the operator to apply consideration and grace periods in accordance with the Code.
- Arrangements and exemptions for loading/unloading and deliveries.
- Any reputational issues that may arise for the landowner.
- The Equality Act 2010, including arrangements for drivers with disabilities and whether any concessions apply, including extended dwell times.
- The requirements of the Accredited Parking Association to which the operator belongs.

- The statutory obligations applying to the operator.
- The landowner's expected involvement and responsibilities e.g. for building maintenance, lighting information signs, seeking planning consent for signs, and the size and spacing of parking bays.
- Site-specific appeals criteria to be applied by the operator.

Saba Park Services UK Limited is appointed to manage the land from *[insert date contract begins]*.

Signed:
On behalf of Landowner
Print name
Position

To be signed on landowners headed note paper -

Appendix A Definitions

Full Site Address: Contact details:

Telephone:

"Land" means

"Landowner" means TTLP Properties Limited
The landowner is deemed so if they are the legal owner of the land.

"Operator" means

Name of operator: Saba Park Services UK Ltd

Address: 2nd Floor, Building 4, Croxley Park, Hatters Lane, Watford, WD18 8YF

Contact details:

Telephone:

"The Accredited Parking Association" means The British Parking Association "The Code" means The Code of Practice made by the Secretary of State for Housing, Communities and Local Government in accordance with the Parking (Code of Practice) Act 2019.

"The conditions of parking" means the parking restrictions set out for the land as indicated by the signs located throughout the car park.

Appendix B Site Map (clearly defining boundaries)

SCHEDULE 4 – CHARGES

1 Introduction

- 1.1 This Schedule 4 sets out the Charges for the delivery of the Services by the Service Provider, and the performance of the Service Provider's other obligations, under or in connection with this Contract.
- 1.2 The Charges shall be inclusive of all costs and expenses of whatsoever nature and howsoever incurred by the Service Provider in the provision of the Services and the performance of the Service Provider's obligations in accordance with this Contract.

2 **Definitions**

In this Schedule 4, the following definitions shall have the following meanings:

"Annual Budget" means the annual operating cost budget for the relevant Year as determined by Clause 6 of this Schedule;

"Communication Charges" means:

- (a) the charges in relation to Park Mark set out at Clause 9.2 of this Schedule; and
- (b) the sum of:
 - i) the costs wholly, reasonably, exclusively and properly incurred by the Service Provider in fulfilling its obligations under this Agreement in relation to the communications authorised by the Authority pursuant to Clause 9.1 of this Schedule which do not relate to Park Mark;
 - ii) having used reasonable endeavours to mitigate such costs; and
 - iii) which do not exceed the amount for the relevant Year set out at Clause 9.3 of this Schedule 4;

"**Fixed Charges**" means the charges as set out in Clause 5 of this Schedule 4 and includes:

- (a) Service Provider resource dedicated to this Agreement;
- (b) Service Provider resource that is not dedicated to this Agreement;
- (c) Customer centre;

"Mobilisation Charges" means

- (a) the costs wholly, reasonably, exclusively and properly incurred by the Service Provider in fulfilling its obligations under this Agreement in relation to the implementation of the Mobilisation Plan;
- (b) having used reasonable endeavours to mitigate such costs; and
- (c) which do not exceed the amount set out at Clause 4.1 of this Schedule 4:

"Payment Period" means each successive 4 week period in each Year save that in respect of Mobilisation Charges it means each successive 4 week period from the Contract Commencement Date until the end of the Mobilisation Period;

"Planned Maintenance Charges" means the charges as set out in Clause 6 of this Schedule 4:

"Reactive Maintenance Charges" means

- (a) the costs wholly, reasonably, exclusively and properly incurred by the Service Provider in fulfilling its obligations under this Agreement in relation to the Reactive Maintenance Services;
- (b) having used reasonable endeavours to mitigate such costs;
- (c) which have been calculated in accordance with Clause 7 of this Schedule:
- (d) which do not exceed the amount in the budget for the relevant year set out at Clause 7.5 of this Schedule;

"Reactive Maintenance Services" means Services relating to maintenance of the Car Parks which are not the Services set out at Clause 6.1 of this Schedule 4, and which the Service Provider is obliged to provide pursuant to the Agreement;

"**Transaction Charges**" means the charges as set out in Clause 7.6 of this Schedule 4;

"Year" means a twelve (12) month period beginning on the Service Commencement Date and each subsequent successive twelve (12) month period.

3 Charges

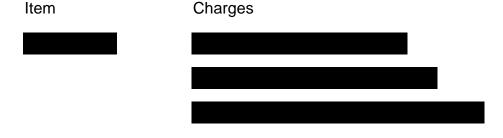
3.1 Subject to Clause 3.3 of this Schedule, the Service Provider shall with effect from the Contract Commencement Date raise invoices in arrears at the end each Payment Period for the Mobilisation Charges that relates to that Payment

Period, and the Authority shall pay the Charges in accordance with this Contract.

- 3.2 Subject to Clause 3.3 of this Schedule, the Service Provider shall with effect from the Services Commencement Date raise invoices in arrears at the end each Payment Period for the Charges that relate to that Payment Period, and the Authority shall pay the Charges in accordance with this Contract.
- 3.3 The Charges for each Payment Period shall be made up of the Mobilisation Charges, Fixed Charges, Planned Maintenance Charges, Reactive Maintenance Charges, Transaction Charges and Communication Charges for that Payment Period.
- 3.4 The Charges for each Payment Period shall be reduced by the following (to the extent applicable):
 - 3.4.1 deductions for failure by the Service Provider to supply the Services in accordance with the KPIs, calculated in accordance with Schedule 3 (Specification); and
 - 3.4.2 any other deductions due in accordance with this Contract (including any overpayments made by the Authority to the Service Provider).
- 3.5 Any changes to the Charges (save as described in Clause 3.3 of this Schedule) shall only be considered and implemented in accordance with Clause 48 (*Contract Variation*) and Schedule 6 (*Form of Variation*).
- 3.6 The Annual Budget for the first Year is attached at Schedule 8. The Annual Budget for each subsequent Year shall be the Annual Budget for the first Year and adjusted pursuant to this Agreement and this Schedule.
- 3.7 The maximum Charges payable by the Authority in any Year shall not exceed the Charges for that Year as set out in the Annual Budget for that Year.
- 3.8 In relation to the final Payment Period the Charges for the relevant Payment Period shall be pro-rated to reflect the number of days the Contract is in effect for that Payment Period.

4 Mobilisation Charges

4.1 The maximum Mobilisation Charges for the Mobilisation Period are as follows:



Total Mobilisation Charges:

- 4.2 On the last Business Day of each week, the Service Provider shall provide a report on the Mobilisation Charges incurred to date (providing all such reasonable evidence required by TfL of such amounts demonstrating they have been incurred in accordance with this Agreement), and the anticipated Mobilisation Charges for the remainder of the Mobilisation Period.
- 4.3 The Service Provider shall notify the Authority in writing when it has utilised 80% of the amount stipulated in Clause 4.1 of this Schedule for Mobilisation Charges. In no circumstances shall the Mobilisation Charges exceed amount of Mobilisation Charges set out at Clause 4.1 of this Schedule unless agreed in writing by the Authority.

5 Fixed Charges

5.1 The Fixed Charges for each Payment Period is as set out in the below table:

Fixed Period	Charge	for	each	Payment	Year
	/ 13				Year 1
	/ 13				Year 2
	/ 13				Year 3
	/ 13				Year 4
	/ 13				Year 5
£	/ 13				Year 6
	/ 13				Year 7

6 Planned Maintenance Charges

- 6.1 The Parties shall agree:
 - (a) during the Mobilisation Period, the planned maintenance to be provided by the Service Provider during the first Year of the Contract;

- (b) at least two months before each subsequent Year of the Contract, the planned maintenance to be provided by the Service Provider during that Year.
- 6.2 Unless otherwise agreed by the Parties pursuant to Clause 6.1 of this Schedule 4, the Planned Maintenance Charges shall include charges for the following items of planned site management and maintenance:
 - (a) cleaning of Car Parks including 2 deep cleans of each Car Park per Year;
 - (b) CCTV maintenance to check and re-align as required, including one visit to each camera per Year;
 - (c) ANPR maintenance to check and re-align as required, including one visit;
 - (d) surface maintenance and minor repairs including two pot hole repairs (<1sqm each) per Car Park per Year;
 - (e) surface lining including 15% of Car Parks being re-marked each Year and all Car Parks being re-marked during the term of the Contract;
 - (f) lighting maintenance including 15% of light bulbs being replaced each Year and all light bulbs being replaced during the term of the Contract, and cleaning and minor repairs;
 - (g) vegetation maintenance including 2 major visits per Car Park per Year and 2 minor visits per Car Park per Year, and including maintenance of grass areas, strimming of rough areas, weed control, trimming of hedges and general tree maintenance;
 - (h) drainage maintenance;
 - (i) fencing maintenance including one visit to each Car Park per Year to undertake preventative work including re-fastening loose panels and tightening mesh fencing;
 - (j) winterisation including visits to each Car Park to carry out gritting services of all plant, machinery and materials as required by weather forecasts between 1 October and 31 March in each Year;
 - (k) cycle racks maintenance;
 - (I) ancillary items.
- 6.3 The Planned Maintenance Charges for each Payment Period in a Year is calculated as follows:

Charges for each Payment Period Year



Reactive Maintenance Charges

7.1 The Reactive Maintenance Charges shall be calculated by application of the following maximum amount for each Car Park:



- 7.2 On the last Business Day of each Payment Period, the Service Provider shall provide a report on the Reactive Maintenance Charges incurred to date in the relevant Year (providing all such reasonable evidence required by TfL of such amounts demonstrating they have been incurred in accordance with this Agreement), the remaining amount in the budget for Reactive Maintenance Charges for that Year (set pursuant to Clause 7.7 of this Schedule), and the Service Provider's forecast as to whether the relevant budget will be sufficient.
- 7.3 The Service Provider shall ensure that it keeps full and separate records of the Reactive Maintenance Charges in accordance with Good Industry Practice, evidencing the Reactive Maintenance Services to which they relate, and their calculation, which is reasonably sufficient to demonstrate such charges have been calculated in accordance with this Agreement.
- 7.4 If the Authority reasonably believes that there has been an overcharge or other error by the Service Provider in the Reactive Maintenance Charges then it shall notify the Service Provider of this fact in writing. If the Service Provider has not investigated the matter and reported to Authority in writing within 21 days of receipt of such notification, or if Authority is not reasonably satisfied with the Service Provider's explanation contained in such report, then the Service Provider will, in addition to the rights and obligations set out at Clause 26 (Records, Audits and Inspection) of the Contract, allow the Authority and any of the Authority Group and their respective authorised servants or agents access (at all reasonable times and upon reasonable notice) to all of the Service Provider's Personnel and to the Records and all books, records, correspondence, receipts, invoices and other papers of every kind in the possession of the Service Provider pertaining to this Contract reasonably required by Authority to investigate and verify the Reactive Maintenance Charges.
- 7.5 If either the Service Provider's report or the investigation and verification carried out in accordance with Clause 7.3 of this Schedule reveal an overcharge to the Authority then the Service Provider shall pay to the Authority the amount overpaid within 30 days from the receipt of an invoice or notice to do so.
- 7.6 The Service Provider shall retain the documents and records referred to in Clause 7.3 of this Schedule in accordance with Clause 26 (Records, Audits and Inspection) of the Contract.
- 7.7 The Service Provider acknowledges and agrees that the Authority has set the following budget per Year for Reactive Maintenance Charges:

Charges	Year
	Year 1
	Year 2
	Year 3



7.8 The Service Provider shall notify the Authority in writing when it has utilised 80% of the above budget for Reactive Maintenance Charges in the relevant Year. In no circumstances shall the Reactive Maintenance Charges in each Year exceed the amount for that Year set out at the table at Clause 7.7 above unless agreed in writing by the Authority.

8 Transaction Charges

8.1 The below table sets out the charge for each type of transaction:

Transaction Type	Charge per Transaction
Credit Card Processing Cost – Sagoss	
Credit Card Processing Cost – FlowBird	
Manual PCN Processing Charge	
Manual PCN Appeal Charge	
ANPR PCN Processing Charge	
ANPR PCN Appeal Charge	
POPLA Appeal Cost	
CCTV Data Extraction – Remote	
CCTV Data Extraction – Local	

- 8.2 For each Payment Period the Transaction Charge is the sum of the charges for each type of transaction carried out in that Payment Period calculated in accordance with the above table.
- 8.3 In advance of each Contract management meeting or otherwise on the last Business Day of each month, the Service Provider shall provide a report on Transaction Charges incurred to date and anticipated Transaction Charges for the remainder of the Year.

8.4 The Service Provider acknowledges and agrees that the Authority has set the following budget Transaction Charges for each Year:

Charges	Year
	Year 1
	Year 2
	Year 3
	Year 4
	Year 5
	Year 6
	Year 7

8.5 The Service Provider shall notify the Authority in writing when it has utilised 80% of the above budget for Transaction Charges in each Year. In no circumstances shall the Transaction Charges in each Year exceed the amount for that Year set out at Clause 8.4 above unless agreed in writing by the Authority.

9 Customer Communications

- 9.1 The Service Provider shall not undertake any marketing or communications as described in section 8 of the Specification without the Authority's prior written approval.
- 9.2 Where the Authority has pursuant to Clause 9.1 above authorised the marketing/communications described in section 8 of the Specification in relation to Park Mark then the Communication Charges for each Year for such marketing/communications in relation to Park Mark are as set out in the below table:

Charge in relation to Park Mark	Year
/ 13	Year 1
/ 13	Year 2
/ 13	Year 3
/ 13	Year 4
/ 13	Year 5

Year 6	13
Year 7	/ 13

- 9.3 In the event that Car Parks are removed from the scope of the Contract pursuant to Clause 18.8 of the Contract, the Communication Charges in Clause 9.2 of this Schedule shall be pro-rated to reflect the decreased number of Car Parks remaining in the scope of the Contract. The decrease in Communication Charges shall be by a fixed sum per Car Park in an amount equal to the payment for Park Mark for such Car Park.
- 9.4 Where the Authority has pursuant to Clause 9.1 above authorised the marketing/communications described in section 8 of the Specification the Service Provider acknowledges and agrees that the Authority has set the following budget per Year for Communication Charges for such communications in that Year to Customers which do not relate to Park Mark:

Charges	Year
/ 13	Year 1
/ 13	Year 2
/ 13	Year 3
/ 13	Year 4
/ 13	Year 5
/ 13	Year 6
/ 13	Year 7

9.5 The Service Provider shall notify the Authority in writing when it has utilised 80% of the budget for Communication Charges in each Year set out at Clause 9.4 above. In no circumstances shall the Communication Charges in each Year (excluding those which relate to Park Mark) exceed the amount for that Year set out at Clause 9.4 above unless agreed in writing by the Authority.

10 Annual Contract Charges Increase or Decrease

10.1 At least six months prior to the beginning of each Year, the Parties shall discuss each element of the Charges for that Year as part of agreeing the Annual Budget for that Year and may agree increases or decreases to the Charges to reflect inflation or deflation.

- 10.2 If as a result of the discussion at Clause 10.1 of this Schedule the Parties agree to change any of the Charges, such change to the Charges shall:
 - (a) be pursuant to Clause 48 and Schedule 6;
 - (b) not be effective unless agreed in writing and signed by both parties;
 - (c) take effect from the beginning of the Year following such agreement.
- 10.3 The maximum adjustment in the Charges arising from Clause 10.1 of this Schedule shall be the lower of:
 - (a) The % change in the Consumer Price Index (overall index) published for the twelve (12) month period ending on 31 December immediately preceding the relevant Year; and
 - (b)
- 10.4 On the Authority's written request, the Service Provider shall provide reasonable evidence and supporting information to justify the proposed adjustment in Charges and the application of CPI as referred to this Clause 10.
- 10.5 In advance of each Contract management meeting or otherwise on the last Business Day of each month, the Service Provider shall provide a report on:
 - (a) Transaction Charges incurred to date and anticipated Transaction Charges for the remainder of the Year;
 - (b) Reactive Maintenance Charges incurred to date and anticipated Reactive Maintenance Charges for the remainder of the Year;
 - (c) Customer Charges incurred to date and anticipated Customer Charges for the remainder of the Year.

11 Addition or Removal of Car Parks or Parking Spaces

- 11.1 In the event that Car Parks or individual Parking Spaces are removed from the scope of the Contract pursuant to Clause 18.8 of the Contract, then the Service Provider shall promptly notify the Authority of the proposed reduction to the Charges set out in this Schedule 4 (which reduction applies from the date of the removal of the relevant Car Park(s) or Parking Space(s)) which arises as a result of such removal. with such supporting information as is required by the Authority. The Parties acting reasonably will discuss and agree an appropriate adjustment to the Charges taking account of the assumption that Charges will normally decrease in proportion to the decrease in the number of Parking Spaces, but taking account of the level of service the removed Car Park(s) or Parking Space(s) had required taking account of their condition.
- 11.2 In the event that Car Parks are added to the scope of the Contract pursuant to Clause 18.8 of the Contract, the Service Provider shall promptly notify the Authority of any proposed increase to the Charges set out in this Schedule 4

(which increase applies from the date of the addition of the relevant Car Park(s) or Parking Space(s)) which arises as a result of such addition, and such supporting information as is required by the Authority. The Parties acting reasonably will discuss and agree an appropriate adjustment to the Charges taking account of the assumption that Charges will normally increase in proportion to the increase in the number of Parking Spaces, but taking account of the level of service a specific additional Car Park(s) or Parking Space(s) might reasonably require taking account of their condition. No increase to the Charges, or any element of the Charges shall be effective unless agreed in writing by the Authority.

11.3 If the Parties are unable to come to agreement pursuant to Clause 11.1 or 11.2 of this Schedule then either party may refer the dispute to the provisions of Clause 39.

SCHEDULE 5 – PROJECT PLAN

The Service Provider shall provide an updated Project Plan during the Mobilisation Period.

SCHEDULE 6 – FORM OF VARIATION

PART A

Contract Parties: [to be inserted]

Contract Number: [to be inserted]

Variation Number: [to be inserted]

Authority Contact Telephone: [to be inserted]

Date: [to be inserted]

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 48 (Contract Variation) of the Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Service Provider and returned to the Procurement Manager as an acceptance by the Service Provider of the variation shown below.

DETAILS OF VARIATION		AMOUNT (£)
ALLOWANCE TO THE AUTHORITY		
EXTRA COST TO THE AUTHORITY		
TOTAL		
For the Authority (signed)	(print name)	

ACCEPTANCE BY THE SERVICE PROVIDER	
Date	Signed

PART B – SUPPLY CHAIN FINANCE OPTION RELATED VARIATIONS

- 1. The Authority is developing a scheme and system whereby the Service Provider may be permitted, at the Authority's sole discretion, to seek payment of invoices in respect of Charges under this Contract within a time period less than the thirty (30) days of receipt set out Clause 9.4.1 (Payment Procedures and Approvals) in consideration for a reduction in the Charges due thereunder (the "Supply Chain Finance Option").
- The Service Provider hereby agrees that where such requests are made by the Service Provider and approved by the Authority, by way of such process and/or systems put in place by the Authority acting either on its own behalf or by or via its employees, agents, contractors or otherwise such request, approval and resulting accelerated and reduced payment shall constitute the Service Provider's exercise of the Supply Chain Finance Option and the valid and legally binding:
- 2.1 variation by the Parties of the related Charges due and payable to the Service Provider under this Contract; and
- 2.2 waiver by the Service Provider of any right held previously by it to invoice for and be paid the amount by which the Charges are reduced pursuant to its exercise of the Supply Chain Finance Option.

SCHEDULE 7 – INNOVATION

1 Introduction

- 1.1 This Schedule 7 sets out the procedures by which the Authority and the Service Provider will collaborate to enable the delivery of innovative business change with benefits. Those benefits will be delivered through the completion of Innovation Project(s).
- 1.2 Benefits may include cost savings, increased revenue, improved performance, and other benefits as defined and agreed between the Parties and recorded within an Innovation Project Plan document.

2 Innovation Projects

- 2.1 The Service Provider shall provide written proposals containing details of proposed innovations including:
 - (A) Problem statement or goal of project;
 - (B) Solution and outcome required;
 - (C) Estimated Capital Expenditure (CapEx);
 - (D) Source of CapEx;
 - (E) Estimated impact on Operational Expenditure (OpEx) / savings;
 - (F) Anticipated impact on and/or change requirements for the Authority's Systems;
 - (G) Indicative timescales: project start date, implementation date;
 - (H) Benefits of project:
 - (I) Provisional resource plan;
 - (J) Provisional benefits sharing profile;
 - (K) Provisional commercialisation strategy.
- 2.2 The Parties shall meet to discuss the proposal submitted by the Service Provider.
- 2.3 If the Parties agree to proceed with the innovation, the Service Provider shall prepare an Innovation Project Plan as set out in clause 3 of this Schedule 7.
- 2.4 Proposals for Innovation Project(s) which are outside the scope of this Contract will be reviewed by the Authority and may, at the Authority's

discretion be progressed through an alternative Authority contract, framework or procurement process.

3 Innovation Project Plan

- 3.1 The Innovation Project Plan will include the following elements as a minimum, and any other detail required, as agreed by the Parties:
 - 3.1.1 Project definition and approach: a description of what the Innovation Project needs to achieve and the choice of solution;
 - 3.1.2 Business case: the costs shown in the business case will reflect a whole life cost analysis and identify financial investment required and costs borne by the Service Provider and Authority. The cost savings detailed in the business case will map to the Benefits Sharing Model as set out in clause 4 of this Schedule 10.
 - 3.1.3 Project team structure and roles.
 - 3.1.4 Quality management: approach, change control approach, risk management approach, communication approach, project plan, and controls.
 - 3.1.5 Benefits.
 - 3.1.6 Analysis that identifies the relative levels of Service Provider investment, Authority investment, and risk borne by the Service Provider and such other information as reasonably required by the Authority to allow the Authority to conduct its own risk analysis of the proposed innovation.
 - 3.1.7 Commercialisation strategy, if relevant.
 - 3.1.8 Approach to the allocation of Intellectual Property Rights.

4 Benefits Sharing Model

- 4.1 The Benefits Sharing Model will define how cost reduction benefits or other financial benefits which result from the implementation of an Innovation Project will be shared between the Authority and the Service Provider. The Service Provider acknowledges and agrees that such financial benefits shall accrue for the benefit of the Authority unless otherwise agreed in writing between the Parties.
- 4.2 The Benefit Sharing Model will be agreed between the Parties as an element of the Innovation Project Plan and does not have a fixed format.

5 Funding

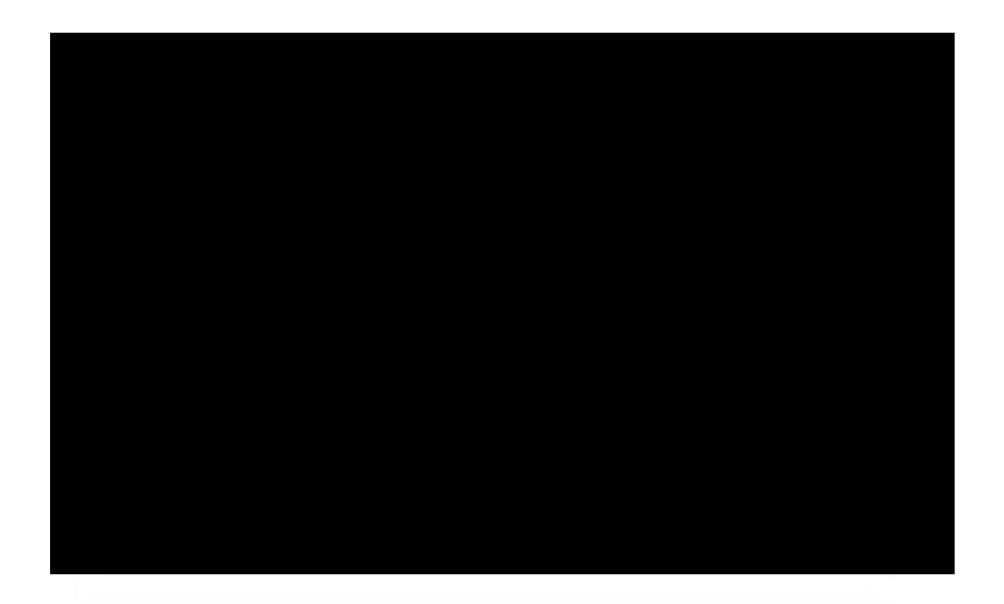
5.1 Funds made available by the Service Provider and the Authority will be agreed by the Parties and detailed within the relevant Innovation Project Plan(s).

6 Roles and Responsibilities

- 6.1 The Service Provider will provide the resources and meet obligations defined in the Innovation Project Plan(s) or agreed within the scope of Schedule 7 as required to implement and maintain the innovation.
- 6.2 The Parties shall meet at least twice in each year of the Contract or as otherwise reasonably required by the Authority to review the progress of Innovation Project Plans and to discuss approvals, revisions, or updates to previously approved Innovation Project Plans.

SCHEDULE 8 – OPERATING COST BUDGET





SCHEDULE 9 – FORM OF COLLATERAL WARRANTY

THIS AGREEMENT made the day of 20
BETWEEN

__...

- 1. [The Authority company details to be inserted](the "Authority"); and
- 2. [] a company registered in England and Wales under number [] and having its registered office at [] (the "**Subcontractor**").

WHEREAS

- (1) The Authority has entered into an agreement dated [] day of [] 20[] ("the Contract") with [] (the "Service Provider") for the [insert description of Services] (the "Services"); and
- (2) By a contract dated [] day of [] 20[] (the "Subcontract") the Service Provider appointed the Subcontractor to [insert description of Services] (the "Subcontract Services").

IN CONSIDERATION of the payment of five pounds (£5) by the Authority to the Subcontractor (receipt of which the Subcontractor acknowledges), it is agreed that:

- Without prejudice to any other warranties expressed in the Subcontract or implied by law, the Subcontractor warrants and undertakes to the Authority that:
- 1.1 it shall provide the Subcontract Services in a good and workmanlike manner in accordance with the Contract;
- 1.2 the Subcontract Services:
- 1.2.1 shall be carried out 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 Subcontract Services and with sufficient resources;
- 1.2.2 shall be provided using materials and goods which are of sound and satisfactory design and quality and in accordance with the standards referred to in the Contract;
- 1.2.3 shall be provided in a safe manner and free from any unreasonable or avoidable risk to the health and well-being of persons using, operating or subsequently maintaining any equipment or using any premises referred to in the Contract, or of any other person, and in a safe, economic and efficient manner and free from any unreasonable or avoidable risk of pollution, nuisance, interference or hazard;
- 1.2.4 shall be provided in accordance with the best industry principles and practices in the activity concerned and in accordance with the standards referred to in the Contract;

- 1.3 shall comply with all the requirements of any Act of Parliament, Statutory Instrument or Order or any other regulation having the force of law or bye-law and all regulatory requirements relevant to the Subcontractor's business and/or the Authority's business from time to time in force which are or may become applicable to the Subcontract Services;
- all materials and/or goods supplied under the Subcontract and any equipment (or any part thereof) designed or replaced by the Subcontractor shall be new and shall in all respects be fit for the purposes for which such is intended (awareness of which purposes the Subcontractor acknowledges) and in particular but without limitation will be capable of operation as part of any system referred to in the Contract or Subcontract and be so fit at least for the Contract period and will have a rate of deterioration no more than is reasonably to be expected of high quality, reliable, well designed and engineered, materials and goods;
- 1.5 it has complied and shall continue to comply with the terms of, and shall regularly and diligently carry out, its obligations under the Subcontract;
- 1.6 it shall procure that any subcontractor engaged by it who undertakes any part of the Subcontract Services shall enter into warranties in favour of the Authority in terms identical (save as to the parties) to those set out in this Warranty Agreement, insofar as the terms contained in this Warranty Agreement are relevant to the scope of such subcontractor responsibility;

1.7 it shall:

- (a) operate a formal quality management system that is ISO9001 compliant or is equivalent to the same and this system must be registered with an approved certification authority;
- (b) comply with all requirements, guidelines and codes of conduct issued by the British Parking Association from time to time; and
 - be and remain accredited with ISO14001 or a similar environmental standard approved by the Authority

and the obligations contained in this Warranty Agreement shall apply to the Subcontractor's agents, employees and suppliers, provided that the Subcontractor shall have no greater liability to the Authority hereunder than it would have had if the Authority were the Service Provider.

- 2. Each warranty referred to in Clause 1 shall be construed as a separate warranty and shall not be limited or restricted by reference to, or reference from, the terms of any other warranty or any term of the Subcontract.
- 3. In addition and without prejudice to the warranties given in Clause 1 above, the Subcontractor hereby grants to the Authority the same warranties as contained in the Contract.

- 4. The Subcontractor shall (at its own expense) upon request by the Authority prove to the Authority's reasonable satisfaction that the goods, materials and workmanship comply with the standards required by the Contract.
- 5. The Subcontractor shall, save insofar as it is delayed by any event in respect of which the Service Provider is granted an extension of time under the Contract for completion of the Services:
- 5.1 execute, complete and maintain the Subcontract Services in accordance with the provisions of the Subcontract; and
- 5.2 ensure that the Service Provider shall not become entitled to any extension of time for completion of the Services or to claim an additional payment under the Contract due to any failure or delay by the Subcontractor.
- 6. The Subcontractor shall from time to time supply the Authority and the Service Provider with such information as either may reasonably require.
- 7. Where the copyright in any drawings, designs, specifications, calculations, sketches and other documents ("copyright material") prepared by the Subcontractor in connection with the Subcontract Services is the property of the Subcontractor, the Subcontractor hereby grants to the Authority a world-wide, perpetual, royalty-free, non-exclusive and irrevocable licence to copy and use such copyright material for any purposes related to the project including but not limited to the completion, modification, extension, maintenance and reinstatement of the Subcontract Services, as well as operating, maintaining, modifying, repairing, configuring, replacing, correcting, extending, interfacing with, integrating with, connecting into and adjusting any equipment provided under the Contract and/or continuing any element of the Subcontract Services and the Authority shall be entitled to assign such rights to any nominee or successor and sub-license such rights to any third party.
- 8. The parties hereby agree that:
- 8.1 This Warranty Agreement shall be personal to the Subcontractor who shall not be entitled to assign or subcontract any part of the Subcontract or this Warranty Agreement without the prior written consent of the Authority;
- 8.2 The Authority may assign the benefit of this Warranty Agreement to any third party;
- 8.3 The rights and remedies contained in this Warranty Agreement are cumulative and shall not exclude any other right or remedy available to either party in law or equity.
- 9. Nothing in the Subcontractor's tender or any specification, drawing, programme or other document put forward by or on behalf of the Subcontractor and no approval, consent, comment, acknowledgement, confirmation or advice at any time given by or on behalf or any person shall operate to exclude or limit the Subcontractor's liability for any breach of its obligations hereunder.

- 10. Any provisions relating to dispute resolution which are set out in the Contract shall be deemed to apply to this Warranty Agreement as if they were set out herein (mutatis mutandis).
- 11. If any dispute of any kind whatsoever (the "Dispute") arises between the parties in connection with this Warranty Agreement or the Subcontract Services which raises issues which are in the opinion of the Authority the same as or substantially the same as issues raised in a related dispute (the "Related Dispute") between the Authority and the Service Provider and such Related Dispute has already been referred to a mediator appointed under provisions to that effect contained in the Contract, then the Subcontractor hereby agrees that the Authority may, at its discretion, by giving notice in writing to the Subcontractor, refer the Dispute to the mediator appointed to determine the Related Dispute. In this event such conciliator shall have power to give such directions for the determination of the Dispute and the Related Dispute as he/she may think fit and to make such awards as may be necessary in the same way as if the procedure of the High Court as to joining one or more defendants or joint co-defendants or third parties was available to the parties and to him/her.
- 12. Both the Authority and the Subcontractor acknowledge that in entering into this Warranty Agreement they are not relying upon any representation, warranty, or assurance made or given by the other party or any other person, whether or not in writing at any time prior to the execution of the Contract which is not expressly set out herein provided that nothing in this Clause 12 excludes any liability which one party would otherwise have in respect of any statement it has made fraudulently to the other party.
- 13. Any notice to be given to either party hereunder shall be deemed to be duly given if it is delivered by hand or sent by registered post or recorded delivery:
- in the case of the Authority to the Authority's address for notices as set out in the Contract; and
- in the case of the Subcontractor to:

 []

 and any such notices shall be deemed to be received 2 working days after being posted, if sent by registered post or recorded delivery, or immediately, if delivered by hand.
- 14. It is agreed that nothing in this Warranty Agreement shall negate or diminish any duty or obligation owed to the Authority by the Subcontractor.
- 15. This Warranty Agreement shall be governed by and construed according to laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.
- 16. Subject to Clause 16.1 below, any person who is not a party to this Warranty Agreement shall not have any benefit from or any rights under this Warranty Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.

- 16.1 The Contracts (Rights of Third Parties) Act 1999 shall apply to this Warranty Agreement to the effect that any member of the Authority Group (as such term is defined in the Contract) shall have the right to enforce any provision contained in the Contract against the Subcontractor to the extent that such provision confers a benefit or purports to confer a benefit on that member of the Authority Group (as such term is defined in the Contract).
- Notwithstanding Clause 16.1 above, the Parties are entitled to waive time, vary any term of this Warranty Agreement or rescind this Warranty Agreement (if applicable) without the consent of any or all members of the Authority Group (as such term is defined in the Contract).

SCHEDULE 10 – FORM OF PERMIT

Permits will be allocated as determined by the Authority.

SCHEDULE 11 – CONTRACT QUALITY, ENVIRONMENTAL AND SAFETY CONSIDERATIONS

As set out in Section 11 of the Specification.