

Appendix 2 to Clause A28 - Ethical Sourcing and Modern Slavery Action Plan

- 1.1 The Authority is committed to ensuring that workers employed in its supply chains in the UK and throughout the world are treated fairly, humanely and equitably.
- 1.2 The Service Provider must prepare its Ethical Sourcing and Modern Slavery Action Plan using the guidance information and template below. The Service Provider's Ethical Sourcing and Modern Slavery Action Plan should be no longer than ten (10) pages in length (excluding relevant policies or similar documents that may be included as appendices) and include:
 - 1.2.1 the Service Provider's ethical sourcing policy, highlighting its key ethical sourcing objectives and the means by which the objectives will be achieved over the duration of the Contract;
 - 1.2.2 the Service Provider's processes in place to comply with, and any additional processes to be put in place in order to adhere to the principles of the Ethical Trading Initiative (ETI) Base Code, or an equivalent code of conduct;
 - 1.2.3 identification of the main risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in the Service Provider's supply chain, highlighting the main products and source countries involved and the steps the Service Provider is taking/will take to mitigate the risks in the short, medium and long term (including appropriate ethical sourcing training for the Service Provider's buying staff and other relevant employees);
 - 1.2.4 the steps the Service Provider will take to ensure that its subcontractors implement ethical sourcing policies similar to its own. The Service Provider's action plan should also set out the methods by which it proposes monitoring and reporting on the steps it has taken to mitigate risks and their effectiveness; and
 - 1.2.5 the Service Provider's plan may include commissioning on social audit on sites of supply, which may be shared with the Authority through the Sedex.

Modern Slavery in the Supply Chain Action Plan – Example

The example below is purely for illustrative purposes.

ETI Base Code Item (Examples)	Modern Slavery or Other Risk of Human Rights Abuse (Examples)	Mitigating or Capacity Building Action	When	Person Responsibl e	Resource Implication s	Measure of Success

A29 Equality, Diversity and Inclusion

A29.1 For the purposes of this Clause A29, unless the context indicates otherwise, the following expressions shall have the following meanings:

"EDI Action Plan"	means the strategic equality, diversity and inclusion action plan as negotiated and agreed by the Parties; and
"EDI Policy"	means a written policy setting out how a Service Provider will promote equality, diversity and inclusion;
"Equality Statement"	means a short written statement setting out how a Service Provider will embed equality, diversity and inclusion in its performance of the Contract; and
"Minimum Records"	means all information relating to the Service Provider's performance of and compliance with Clause A29 and the adoption and implementation of an EDI Action Plan, by each subcontractor and, where applicable, subject to the provisions of Clause A29.4, indirect subcontractor, of the Service Provider.

EDI Policy

A29.2 From the Contract Commencement Date, the Service Provider shall provide the Authority with a copy of its EDI Policy. The Service Provider shall keep its EDI Policy under review for the duration of the Contract and shall provide the Authority with any such revised EDI Policy once available.

EDI Action Plan

A29.3 The Service Provider will, within 90 days of the Contract Commencement Date, produce an EDI Action Plan.

A29.4 Where a contract has a contract value of over £5 million and for the duration of the Contract, the Service Provider shall comply with the agreed EDI Action Plan and shall procure that each of its subcontractors:

A29.4.1 adopts and implements; and

A29.4.2 in respect of indirect subcontractors, uses reasonable endeavours to procure that those indirect subcontractors adopt and implement, a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as that agreed with the Authority and set out in the EDI Action Plan.

Equality Statement

- A29.5 Where a Contract has a total value over £1 million, the Service Provider shall submit and keep under review an Equality Statement setting out how they will embed equality, diversity and inclusion in the performance of the Contract.

Monitoring and Reporting

For the purposes of this clause, "BAME", "disabled", "diversity" and "SMEs" have the meanings set out in Appendix 1 to this Clause A29.

- A29.6 Subject to Clause A29.3, the Service Provider shall use reasonable endeavours to provide the Authority on the date of this Contract and subsequently every 12 months from that date or such other frequency as the Authority may reasonably request, with the following information:

- A29.6.1 an annual report on performance and compliance with the equality, diversity and inclusion provisions as set out in Clause A29.3. The annual report should set out:

- A29.6.1.1 the performance of the Service Provider over the past 12 months in relation to the EDI Action Plan;

- A29.6.1.2 employee breakdown: the proportion of its employees engaged in the performance of the Contract to the extent reasonably possible, the employees of its subcontractors or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Contract who are:

- of non-white British origin or who classify themselves as being non-white British;
- female;
- from the local community;
- disabled;

- A29.6.1.3 expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:

- Small and Medium Enterprises;
- BAME businesses;
- suppliers from other under-represented or protected groups;
- suppliers demonstrating a diverse workforce composition.

- A29.7 Progress and approval (where due) of actions will be monitored via four weekly (or as otherwise agreed) progress meetings with the Authority. The Service Provider shall provide a written update prior to the progress meetings and should request additional meetings (if necessary) with the Authority to discuss progress or seek sign-off for completed actions.
- A29.8 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 in the collection and reporting of the information to the Authority pursuant to Clause A29.5.

EDI Audit

- A29.9 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with Clause A29. The Authority's rights pursuant to this clause shall audit of include any and all documents and records of the Service Provider and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractors, and shall include the Minimum Records.
- A29.10 The Service Provider shall maintain and retain the Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each of its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, shall maintain and retain records equivalent to the Service Provider's Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each subcontract between it and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, each subcontract between its subcontractors and any indirect subcontractors of the Service Provider, shall contain rights of audit in favour of and enforceable by the Authority substantially equivalent to those granted by the Service Provider pursuant to Clause A29.
- A29.11 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and each relevant subcontract.
- A29.12 The Service Provider shall promptly provide, and procure that its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- A29.12.1 granting or procuring the grant of access to any premises used in the Service Provider's performance of the Contract or in its relevant subcontractor or indirect subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;
 - A29.12.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of

the Service Provider's or the relevant subcontractor or indirect subcontractor's obligations specified in Clause A29.3, wherever situated and whether the Service Provider's own equipment or otherwise; and

A29.12.3 complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Contract or the relevant subcontractor or indirect subcontractor's performance of its subcontract.

Gender Neutral Language

A29.13 For the duration of the Contract, the Service Provider shall endeavour to employ gender-neutral language in all communications relating to the Contract, including but not limited to communications with job applicants, employees, apprentices, contractors, customers and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

Appendix 1 to Clause A29 - Equality, Diversity and Inclusion Definitions

Definitions and terminology	Meaning
Accessibility	This term refers to the design of products, devices, services, or environments that is inclusive of disabled people.
Black Asian and Minority Ethnic (BAME) Groups	Ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways but BAME is the collective term used by TfL to describe people who may have this range of experiences.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g. class, family background, political views, union membership etc.
Equality	<p>Recognising and respecting differences, including different needs, to ensure that everyone:</p> <ul style="list-style-type: none"> • can live their lives free from discrimination; • knows their rights will be protected; and • has what they need to succeed in life. <p>Equality is about ensuring equality of opportunity by tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.</p>
Equality Impact Assessments (EqIA)	As a public body, TfL is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that TfL has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps TfL to make more inclusive decisions and to make sure that TfL's programmes, policies, projects and the way TfL designs, builds and operates services works well for TfL staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: country of origin, cultural origins or practice,

	language, nationality religion, skin colour.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone whose sense of their gender may vary) or 'gender non-binary' (someone who does not wish to be defined as male or female).
Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.
Lesbian	Refers to a woman who has a romantic and/or sexual orientation towards women.
Neurodiverse	A concept where neurological differences are recognised and respected in the same way as any other human difference.
Non-Binary	An umbrella term for people whose gender identity is not comfortably expressed by 'man' or 'woman'. Non-binary identities are varied and can include people who identify with some aspects of binary identities, while others reject them entirely.
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.
Supplier Diversity	Diverse suppliers are from one of the following five categories: 1. Small and Medium Enterprises (SMEs). A small enterprise is a business which has both 0-49 full-time

equivalent employees and either:

- turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or
- balance sheet total of no more than £2.8 million net (£3.36 million gross).

A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;

- turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or
- balance sheet total of no more than £11.4 million net (or £13.68 million gross).

2. A minority-led business is a business which is 51% or more owned by members of one or more BAME groups. Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'white British'. The minority ethnic classification groups used by TfL for monitoring purposes are those taken from the census:

Ethnic group	Racial Origin
White British	Irish Any other White background
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background
Black or Black British	Caribbean African Any other Black background

	<div>Chinese or other Ethnic Group</div> <div>Chinese</div> <div>Any other ethnic group</div>	
	<p>A supplier from an under-represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):</p> <ul style="list-style-type: none"> • women; • disabled people; • lesbians, gay men, bisexual people; • trans people; • older people (aged 60 or over); and • younger people (aged 24 or under). <p>A supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups or alternatively, ownership by a social enterprise or a voluntary/community organisation).</p> <p>Suppliers demonstrating a diverse workforce composition are those with full time equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed above.</p>	
Trans or transgender	Current terminology for people who do not want to live as the sex they were assigned at birth.	
Young adults, children and young people	<p>Young adults are people aged 16 to 24, whether in education or employment.</p> <p>Children and Young People can be further subdivided into:</p> <p>i) Young children – those that use the transport network escorted by parents or carers.</p> <p>ii) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.</p>	

Appendix 2 to Clause A29 – EDI Action Plan

The Service Provider shall provide the EDI Action Plan within 90 days of the Contract Commencement Date.

The example below is purely for illustrative purposes.

EDI Objective	Current position/ baseline	Action	Timing	Person responsible	Resources	KPIs
Recruit and retain a workforce reflective of the local area	From workforce diversity statistics					
Move all staff onto London Living Wage						
Collect and analyses diversity data						
Reduce gender pay gap						
Inclusive recruitment training for hiring managers						
Managing diversity for all line managers/ supervisors						
Inclusive customer service for all public facing staff						

A30 Payment Card Industry Data Security Standard

A30.1 For the purposes of this Clause A30, unless the context indicates otherwise, the following expressions shall have the following meanings:

"PCI DSS" has the meaning given to it in Clause A30.2;

"QSA" has the meaning given to it in Clause A30.2.1.

A30.2 If the Service Provider Processes payment card data under the Contract, it shall ensure that it is and that its internal processes and procedures, information technology systems and any equipment that it provides or is provided on its behalf pursuant to this Contract are compliant with the Payment Card Industry Data Security Standard as updated from time to time ("**PCI DSS**"). In addition the Service Provider shall:

A30.2.1 at least once every 12 months appoint a PCI DSS Qualified Security Assessor ("**QSA**") to validate that the Service Provider is compliant with (including as set out above) PCI DSS when providing the Services;

A30.2.2 without prejudice to any other audit and inspection rights that the Authority has under this Contract, provide the Authority with copies of any reports and other documents provided by or to the QSA in respect of each such validation; and

A30.2.3 where the QSA recommends that certain steps should be taken by the Service Provider, promptly take those steps and demonstrate to the Authority that those steps have been taken without charge to the Authority.



SCHEDULE 3 – SPECIFICATION

Contract for the Provision of a Cashless Parking Payment Platform

Schedule 3 Specification

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Appendix 1: Asset Profiles - All Locations

Appendix 2: Inventory – All Locations

Appendix 3: London Overground – Location Plans

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1. Introduction

1.1 Overview

This specification set out the Authority's requirements for the provision of a cashless parking payment service ("the Payment Platform"), to provide payment services across the Car Parks. This specification sets out the technical requirements for the Payment Platform.

The Authority has appointed a separate service provider for the provision of car park management services for the Car Parks ("the Operator"). The Service Provider and the Operator shall work together to ensure a joined-up service for the Authority's customers, efficient processing of payments, enforcement of car park terms and conditions and to provide data analytics and insight to the Authority.

1.2 Site Information

The portfolio comprises the Car Parks which as at the date of this Agreement comprise 78 car parks at London Underground, Overground and Rail for London stations, providing a total of 10,473 parking bays. 28 of these car parks have ANPR equipment currently in-situ.

Asset Profile Summary Reports for each of the 78 car parks are attached at Appendix 1.

1.3 CONTRACTING AUTHORITY Parking Strategy

The Authority's strategy for the portfolio centres on three goals and nine key measures:

Goal	Key Measure
A) Drive more value from prize sites	1. Recover and build core commuting revenue 2. Target new market segments 3. Ensure high quality of service to the Authority's customers
B) Supercharge non-parking revenue growth	4. Grow ancillary revenue from car park customers 5. Transform low-return space as new commercial opportunities 6. Prioritise lower value sites for redevelopment/ Mayoral priorities
C) Future-proof operations and reduce costs	7. Increase adoption of digital/automated payment methods 8. Streamline operations and drive down costs through automation 9. Develop a long-term asset strategy 10. Reduce spend on un-profitable sites

The Authority will lead on the delivery of these strategic goals and key measures, with the Lot 1 Service Provider to support and advise. The Lot 2 Service Provider shall support the Authority and the Lot 1 Service Provider in the delivery of the above via delivery of the requirements specified at 1.4.

1.4 CONTRACTING AUTHORITY Requirements

The Authority requires that the Service Provider provides the following:

- An established platform with widespread brand recognition
- A demonstrable history of working alongside car park operating companies and successfully integrating Payment Platform solutions with a variety of standard parking control and enforcement equipment
- An efficient and simple user interface across multiple channels (app, web, phone, etc.)
- Multiple payment channels, including account-based auto-payment for ANPR-enabled sites and adaptability/futureproofing for new payment channels
- Support for flexible tariff structures, including real-time changes to tariff at individual sites across the portfolio
- Integration with all parking management systems and assets (inc. payment machines and ANPR) and Operator systems including the Operator's reporting/monitoring suite
- Integration with the Operator's enforcement systems and processes, including the Operator's handheld devices, with the provision of real-time data to the Operator to enable efficient enforcement
- Revenue handling (including separation of VATable and non-VATable income), reconciliation, banking, and transfer to the Authority /the Operator (TBC)
- Automated reporting of transaction data (and any supporting reference data) to the Authority /the Operator, whether via the Service Provider's existing reporting suite or the Operator's reporting/monitoring suite
- Set up of individual car parks on the Payment Platform
- Support for innovative parking products, including flexible season tickets, emissions-based tariffs, and bundle products
- GDPR (or equivalent legislation) compliant data analysis and insight
- Compliance with relevant financial security legislation and standards, including PCI-DSS
- Marketing, advertising, and branding services (including signage)
- Provision and payment of telecommunications lines to provide connectivity for the Sagoss equipment at Car Parks with ANPR installed until such time that the Authority gives 30 days notice to the Service Provider to cease to provide such telecommunications lines.

2. Payment Channels & Customer Accounts

2.1 Payment Channels

2.1.1 The Payment Platform shall provide a full range of cashless payment channels to the customer, to include (but not being limited to):

- Phone (IVR)
- Smartphone app: available on iOS and Android
- Mobile website
- Desktop website
- Automatic payment
- Apple Pay/Google Pay

2.1.2 The Service Provider shall explore additional payment channels that may develop as a result of improvements in technology throughout the contract term and shall ensure that any new channels are capable of being implemented, subject to the Authority's approval.

2.1.2.1 The Service Provider will collaborate with the Operator to ensure that it holds up to date copies of the exclusions list for the Authority's staff, its contractors, and other authorised users.

2.2 Customer Accounts

2.2.1 All payments shall be linked to individual online customer accounts. Through these accounts, users will have the ability to:

- Pay for parking at the car parks
- Extend live parking session
- View parking history
- Undertake account management activity including editing payment card details, editing vehicle registration details, editing personal details, viewing/exporting VAT receipts and changing marketing preferences (including opting out of all marketing communications)

2.2.2 As far as practicable, customer accounts shall be accessible to the customer via all the channels listed in 2.1.1.

2.2.3 The customer account shall not be tied to any one channel, e.g., customers will have the ability to make a booking using a smartphone app and alter this same booking online.

- 2.2.4 The Contractor shall make corporate accounts available, allowing for corporate customers to make block bookings/payments, manage user permissions and pay for parking from a single central account.

3. Customer Experience & Service

3.1 Customer Experience

- 3.1.1 The Payment Platform shall provide an easy-to-use service across all channels, while allowing the customer to undertake all activities described at 2.2.1.
- 3.1.2 The process for customer account registration must be simple and capable of being completed quickly by all customers irrespective of technical proficiency.
- 3.1.3 On digital channels (app, mobile web, desktop web), the Payment Platform shall provide an accessible, aesthetically simple interface that can be understood and operated by all customers irrespective of technical proficiency.
- 3.1.4 The smartphone app must support both iOS and Android operating systems and be free to download.
- 3.1.5 QR codes on signs / stickers to be provided for mobile web enabled devices to sign up to and use this service, linking directly to a site that incorporates the location details i.e., not the generic homepage.
- 3.1.6 A unique Parking Location code for each car park. All parking location codes are to be unique to the Authority to avoid confusion with other contracts the provider may have
- 3.1.7 Provision of a local rate telephone number that will be designated for using the Interactive Voice Response (IVR) service. This telephone number will be specific to the Authority.
- 3.1.8 Customers are to be offered text services, including a reminder texts that their parking session is about to expire, as well as text confirmation of the successful booking of a parking session. Customers are to be offered the text services as an option, with charges pertaining to these explained. The default setting of text services is to be 'off'.
- 3.1.9 With respect to phone transactions, the IVR system must offer all functionality of the digital channels and must be capable of differentiating between first time callers, existing account holders and callers who have a current parking session.
- 3.1.10 The Payment Platform and all payment channels must be accessible twenty-four hours per day, seven days per week.

3.2 Customer Service

- 3.2.1 The Service Provider shall operate a remote Customer Helpdesk for the Authority's customers.
- 3.2.2 The Helpdesk shall provide phone, browser and text-based (e.g., WhatsApp) support services.
- 3.2.3 This Helpdesk shall be available to all customers and must be contactable both directly (i.e. by calling a dedicated phone number or via the app/website), or via escalation from the IVR system.
- 3.2.4 The Helpdesk shall be available to the Authority's customers during working hours (say 6am – 9pm, to be discussed and agreed by the Authority).
- 3.2.5 The Operator shall provide details of its proposed out of hours customer service strategy as part of the Operational Manual.
- 3.2.6 The Service Provider shall assess demand patterns and ensure that it has sufficient staffing in place to accommodate demand from the Authority's customers
- 3.2.7 The Service Provider's staff must provide prompt, professional assistance to any customers that use the Customer Helpdesk.
- 3.2.8 The Service Provider shall keep a record of all customer contacts. These records shall include details of:
- 3.2.9 Number of customer contacts
- 3.2.10 Details of reason for contact, e.g. pricing, app usage, payment methods
- 3.2.11 The Service Provider shall report all customer contacts to the Authority on a periodic basis, enabling the actioning of appropriate response (if required).

4. Permits

- 4.1 The Authority allows staff, contractors working on behalf of the Authority, British Transport Police, and other approved users to park within the public car park using physical permit or an exclusion list (depending on enforcement technology installed at the specific car park).
- 4.2 The Authority requires a solution to enable the efficient submission and approval of permit requests,
- 4.3 The solution should include:
 - The station or stations the requestor is entitled to

- Days and times that are restricted from parking
 - Whether entitlement is to dedicated staff car parks or areas within public car parks
- 4.4 The Service Provider must provide a facility to enable existing data of permit holders to be securely uploaded in readiness for contract Go-live.
5. **Brand Recognition, Branding & Marketing**
- 5.1 **Brand Recognition**
- 5.1.1 The Authority requires that the Payment Platform Contractor be an established and well recognised brand.
- 5.2 **Branding & Signage**
- 5.2.1 The Payment Platform shall be branded with the Service Provider's livery and be clearly identifiable as being provided and managed by the Service Provider.
- 5.2.2 Payment Platform signage is to be displayed at all car parks, in sufficient quantity to maximise customer awareness of the service.
- 5.2.3 Signage shall provide all relevant details of payment channels and detail the process for a) opening a new account and b) downloading the app.
- 5.2.4 The Service Provider shall be responsible for replacement of damaged, missing, or dilapidated signage throughout the contract term at its own cost.
- 5.2.5 Payment Platform information may also be integrated within the main car park signage (including tariff boards and terms and conditions) provided by the Operator. The Service Provider shall make any required information or resource required to achieve this available to the Authority or the Operator.
- 5.3 **Marketing & Advertising**
- 5.3.1 The Service Provider shall proactively advertise and market the Payment Platform as a payment channel at the Authority's car parks through any appropriate channels, including but not limited to print, digital, social media etc.
- 5.3.2 The Service Provider shall seek and implement (subject to the Authority's approval) partnerships and cross-promotional agreements with local and national businesses.
- 5.3.3 The Service Provider may use data obtained via the Payment Platform to undertake messaging providing the Authority's network updates (parameters to be agreed for each event) subject to this complying

with GDPR or any other relevant legislation pertaining to the use of personal data.

6. Revenue & Cost Management

6.1 Revenue Management

- 6.1.1 The Service Provider shall be responsible for the collection, banking, reconciliation, and settlement of all revenue generated through the Payment Platform.
- 6.1.2 The Service Provider shall not levy any transaction charges, membership/account fees or app fees on the Authority's customers: the Authority shall pay the Service Provider the transaction charges in line with 6.2.3.
- 6.1.3 The Authority's customers shall pay the same tariff via the Payment Platform as through any other channel.
- 6.1.4 The Authority shall at all times remain in control of all tariffs and parking products.
- 6.1.5 The Service Provider shall procure the transfer to the Authority /the Operator (TBC) of all revenue actually received, with no deduction for operating costs, management fees, or any other expenditure, into a dedicated bank account, within 28 days of each four week period.
- 6.1.6 The Service Provider shall ensure that record is kept of all transactions that are liable and not liable for VAT, and that these are clearly itemised on the Service Provider's invoice.

6.2 Cost Management

- 6.2.1 The Service Provider shall provide the Authority with details of proposed transaction charges to be paid by the Authority, by completing the financial model excel provided with the tender documents.
- 6.2.2 The Service Provider shall provide details of any other charges or costs either included within its transaction charges or separately payable (e.g. Payment Service Provider or Merchant Acquirer fees) within the financial model excel.
- 6.2.3 The Service Provider shall invoice the Authority for all transaction charges within 10 days of the end of each two week period, for settlement by the Authority within 10 working days of receipt of the invoice.
- 6.2.4 The Authority shall reserve the right to audit the Service Provider's stated transaction charges at any point during the contract.

7. Revenue Optimisation & Tariffs

7.1 Revenue Optimisation

- 7.1.1 The Service Provider shall at all times support the Authority and the Operator in their endeavours to maximise revenue performance at the car parks.
- 7.1.2 This will be achieved primarily by providing a seamless, reliable Payment Platform service that is accessible twenty-four hours per day, seven days per week.
- 7.1.3 The Service Provider shall also be required to explore additional strategies for maximising the revenue generated through the Payment Platform, with such strategies to include (but not be limited to):
 - Use of data insight to recommend new parking products and tariff structures (see section 8)
 - Use of customer data to identify ancillary revenue-generating opportunities Cross-promotion with other brands and local businesses
 - Online marketing (Pay Per Click campaigns, SEO optimisation etc.)
 - Customer reward/loyalty programmes

7.2 Tariffs & Parking Products

- 7.2.1 The Service Provider shall ensure that the Payment Platform is capable of supporting the Authority's flexible and varied strategy with respect to tariff and parking products.
- 7.2.2 The Payment Platform shall be capable of:
 - Supporting a wide range of parking products including (but not being limited to) standard tariffs, season tickets (including flexible season tickets), concessionary tariffs, staff parking, blue badge holders
 - In the future, and subject to the Authority's approval, supporting new parking products, for example: bundled packages of products, emissions-based tariffs, and a flexible tariff structure for standard tariffs. In the latter instance, the Payment Platform must be capable of being automatically and instantly updated to reflect short term changes in tariff at no additional cost

8. Contract Management

8.1 Mobilisation

- 8.1.1 Following contract award but prior to contract start, the Service Provider shall be required to liaise with the Authority, the Operator and/or any other relevant stakeholders, attending workshops/meetings as per an agreed programme.
- 8.1.2 During the mobilisation period the Service Provider shall, working with the Authority and car park operator, develop a comprehensive Mobilisation Plan, with areas for consideration to include, (but not being limited to):
- Integration with ANPR, existing hardware and the Operator systems, including audit of in situ hardware/software and, if required, specifying, and costing a solution that will enable full integration
 - Staff recruitment (including TUPE) and training
 - Signage and branding
 - Marketing/press release
 - Tasks during transition phase, including timeline
 - Steps for seamless transfer of services from current Payment Platform provider
 - Provision of extra staff, helpdesk resource etc at launch and immediately after, during bedding in

8.2 Operational Manual

- 8.2.1 The Service Provider shall also prepare a comprehensive Operational Manual during the mobilisation period, with areas for consideration to include, (but not being limited to):
- Staffing requirements and rota
 - Enforcement protocols and integration with Operator's enforcement systems including handheld enforcement devices
 - Customer service and complaints handling policies
 - Procedures for ensuring close communication, data sharing and operational alignment between the Authority, the Service Provider, the Operator, and any other relevant stakeholder
 - Use of technology to maximise efficiency and financial performance

- Reporting formats including Transaction Charge Invoices, usage reports (transaction numbers - total, per tariff/customer type etc) Reports and KPI Reports
- Reporting procedures (including live data streams and integration with Operator reporting)
- IT infrastructure
- Data security, including PCI-DSS compliance and system redundancies
- Data handling, storage, and analysis, GDPR compliance and procedures
- Procedure for periodic review of payment channels and service usage
- Year 1 Transaction Charge,
- Business Continuity/Disaster Recovery Policy

8.3 Integration with Operator/the Authority's Equipment & Activity

- 8.3.1 The Service Provider shall ensure during the mobilisation period that its systems are fully integrated with all necessary hardware/software owned or operated by the Authority and the Operator, including (but not limited to) ANPR, bay sensors and payment machines.
- 8.3.2 Per 7.1.2., the Service Provider shall undertake an audit of the Authority's/the Operator's existing hardware/software and, if required, provide a costed specification for a solution that will enable full integration.
- 8.3.3 Throughout the duration of the contract, opportunities may arise where the Authority will seek to involve the Service Provider in its activities or initiatives. In these instances, and subject to the provisions of 7.4., the Authority will engage the Service Provider in discussion around integration with the proposed activity or initiative.

8.4 Contract Variation

- 8.4.1 The Authority reserves the right to vary the scope of the contract at any point during the contract term, with potential variations including (but not being limited to):
- Adding or removing car parks from the scope of the contract
 - Requesting the provision of additional payment channels or the removal of payment channels

- 8.4.2 The Authority shall provide the Service Provider with reasonable notice if it seeks to undertake any of the variations listed above.
- 8.4.3 Where a variation to the contract will impose additional obligations upon the Service Provider or, conversely, reduce the scope of the Service Provider's obligations, the Authority and the Service Provider shall engage in good-faith dialogue regarding adjustment to the Service Provider's fee/transaction charges.

9. Monitoring, Reporting & Meetings

9.1 Monitoring & Client Relationship Management

- 9.1.1 The Service Provider shall ensure, through the application of automated monitoring systems, that any interruption to the provision of the Payment Platform is automatically and immediately detected.
- 9.1.2 Any system downtime must be reported to the Authority and the Operator as soon as the Service Provider becomes aware of the issue.
- 9.1.3 The Service Provider shall employ a Contract Manager or equivalent ("the nominated contact"), who will be able to advise the Authority and the Operator on any aspect of the Payment Platform service.
- 9.1.4 The nominated contact shall be responsible for the day-to-day running of the contract, liaison with the Authority, the Operator and the Authority's representatives, and ensuring that the Service Provider complies with its obligations under the contract
- 9.1.5 The Service Provider shall ensure that holiday/sickness cover is provided for the nominated contact, as to ensure continuity of service.
- 9.1.6 In addition, the Service Provider shall ensure that a twenty-four hour per day, seven day per week help line is made available to the Authority, the Operator and the Authority's representatives. The help line shall provide technical support outside of business hours.
- 9.1.7 The Service Provider shall maintain complete and correct records relating to all activities carried out in the performance of the Services and the Service Provider's obligations under the Contract. Records will be retained for six years or longer as may be required by law.

9.2 Reporting

- 9.2.1 The Service Provider shall provide the Authority with detailed proposals for reporting as part of the Operational Manual produced during the mobilisation period.

9.2.2 Reporting proposals shall include (but not be limited to):

- Details of reporting suite, including whether the Service Provider will provide its own real time reporting software/platform or integrate with the Operator's reporting platform
- Procedure for accessing reporting suite, including multiple access levels, to enable access by the Authority and the Operator
- Level of data available in real time: daily, weekly, and monthly
- Plans for ensuring integration with the Authority /Operator hardware and back-office systems, including automated daily transaction data transfer to the Operator for inclusion within the Operator's reports/enforcement processes
- Proposed format for periodic, quarterly, and annual reports

9.2.3 Data must be provided at individual transaction, car park and portfolio levels, and on an hourly, daily, weekly, monthly, or annual basis.

9.2.4 In addition to real time reporting, the Authority require the Service Provider to submit periodic, quarterly, and annual reports, detailing:

Report	Content
Periodic Report	<ul style="list-style-type: none"> ▪ Analysis of performance against KPIs ▪ Description of activity ▪ Summary of issues and actions taken
Quarterly Report	<ul style="list-style-type: none"> ▪ Per Periodic Report, expanded to cover quarter ▪ Analysis of trends in revenue, costs and KPIs
Annual Review	<ul style="list-style-type: none"> ▪ Detailed analysis of revenue performance including number of parking product types sold ▪ Benchmarking against previous year performance ▪ Analysis of parking usage characteristics (vehicle numbers, dwell times) ▪ Review of KPI performance ▪ Strategic recommendations to support delivery of the Authority's parking strategy goals and key measures

9.2.5 The Authority shall reserve the right to vary the format of reports. They shall also reserve the right to audit the content of any of the Contractor's reports, at its own expense, at any time.

9.3 Meetings

9.3.1 The Service Provider shall ensure that the Authority's nominated contacts are available to attend regular meetings at the Authority's offices and/or at agreed locations.

- 9.3.2 Contract Review meetings will be held on a Periodic (aligned with the Authority's periods), Quarterly and Annual basis.
- 9.3.3 Meeting timing and content will be decided based on the Authority's current requirements and objectives for the contract. At a minimum, agendas will include review of the previous Period/Quarter/Annual report and discussion of operational issues.
- 9.3.4 In addition to the formal meeting schedule, the Service Provider's nominated contact shall make themselves available to the Authority during normal working hours, with regular email and telephone communication being maintained.
- 9.3.5 The Service Provider shall minute all meetings and distribute the same and any actions.

10. Data Handling & Insight

10.1 Data Management

- 10.1.1 The Service Provider must have a dedicated Data Protection Officer (DPO) for the duration of the contract.
- 10.1.2 The DPO shall be responsible for managing the production of Data Protection Impact Assessments and shall act as a point of liaison for the Information Commissioner's Office and data subjects.
- 10.1.3 The DPO shall be responsible for conducting periodic data audits and risk assessments, considering access rights, purpose of storage and the data landscape.
- 10.1.4 The DPO shall create and undertake periodic review of a data breach response policy.
- 10.1.5 The DPO and the Service Provider's senior management shall bear responsibility for ensuring that all data is handled, stored, and processed in compliance with the Data Protection Act 2018, UK GDPR and/or any other relevant legislation of the same purpose that takes effect during the contract term.
- 10.1.6 For the avoidance of doubt, all data collected shall be owned by the Authority, with the exception of any items of personal data per the provisions of DPA 2018/UK GDPR.

10.2 Data Storage & Security

- 10.2.1 The Service Provider shall ensure that the required data is available to the Authority 24/7, whether via the Service Provider's own reporting software/platform or via the Operator.
- 10.2.2 All data shall be stored securely, in an encrypted form.