

interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.

- 19.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six (6) months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 40.1.5 (Breach and Termination of Contract).

## **20 Compliance with Policies and Law**

- 20.1 The Service Provider, at no additional cost to the Authority:

20.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, [www.tfl.gov.uk](http://www.tfl.gov.uk))) including the provisions set out in Schedule 7 (Contract Quality, Environmental and Safety Considerations) and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Premises or Car Parks or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

20.1.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider

is required to make any change to the Services for the purposes of complying with its obligations under this Clause 20.1.2;

20.1.3 without limiting the generality of Clause 20.1.2, shall comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;

20.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a "Relevant Protected Characteristic") (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;

20.1.5 where possible, shall provide the Services in such a manner as to:

20.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;

20.1.5.2 eliminate unlawful discrimination; and

20.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;

20.1.6 Where the GLA is the Authority the Service Provider shall:

20.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 20.1.4 – 20.1.5 as are relevant to the Contract and the Service Provider's activities;

20.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 20.1.4 – 20.1.5;

20.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 20.1.4 – 20.1.5;

20.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 20.1.6

as if the sub-contractor were in the position of the Service Provider;

20.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 20.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and cooperate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 20.1.6; and

20.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.

20.1.7 without prejudice to any other provision of this Clause 20.1 or the Schedules, where TfL is the Authority, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 20.1.7, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;

20.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;

20.1.9 without limiting the generality of Clause 20.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it; and

20.1.10 where applicable to the Service Provider and without limiting the generality of Clause 20.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 20.1 shall be borne by the Service Provider.

20.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

- 20.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;
- 20.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;
- 20.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- 20.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

## 21 London Living Wage

For the purposes of this Clause 21, the following expressions have the corresponding meanings:

<b>"CCSL"</b>	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
<b>"London Living Wage"</b>	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website ( <a href="http://www.livingwage.org.uk">www.livingwage.org.uk</a> );
<b>"Subcontractor"</b>	a sub-contractor (of any tier) of the Service Provider.

21.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority's estate in the circumstances set out in Clause 21.3.1.

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

21.2.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:

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

21.2.1.2 on the Authority's estate including (without limitation) Premises, Car Parks and land owned or occupied by the Authority,

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

21.2.2 ensure that none of:

21.2.2.1 its employees; nor

21.2.2.2 the employees of its Sub-contractors,

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

21.2.3 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):

21.2.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under this Clause 21; and

21.2.3.2 reasonable evidence that this Clause 21 has been implemented;

21.2.4 disseminate on behalf of the Authority to:

21.2.4.1 its employees; and

21.2.4.2 the employees of its Sub-contractors,

engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

21.2.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

21.2.5.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;

21.2.5.2 procuring that the Service Provider's Sub-contractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade

unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 21.3.1 have been complied with.

21.3 For the avoidance of doubt the Service Provider shall:

21.3.1 implement the annual increase in the rate of the London Living Wage; and

21.3.2 procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

21.4 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its Sub-contractors.

21.5 Without limiting the Authority's rights under any other termination provision in this Contract, the Service Provider shall remedy any breach of the provisions of this Clause 21 within four (4) weeks' notice of the same from the Authority (the "Notice Period"). If the Service Provider remains in breach of the provisions of this Clause 21 following the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Contract.

## **22 Corrupt Gifts and Payment of Commission**

22.1 The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

22.2 The Authority will have the right to audit any and all such records necessary to confirm compliance with Clause 22.1 at any time during performance of this Contract and during the three (3) year period following expiry or termination of this Contract. Breach of Clause 22.1 will entitle the Authority to terminate this Contract and any other contracts between the Service Provider and the Authority forthwith.

## **23 Service Provider Materials**

23.1 Risk and title in all Service Provider Materials shall be with the Service Provider at all times, regardless of whether or not the Service Provider Materials are located at the Premises or Car Parks.

23.2 The Service Provider shall:

23.2.1 ensure that all Service Provider Materials and Service Provider Systems meet all minimum safety standards required from time to time by law;

23.2.2 ensure that all Service Provider Materials and Service Provider Systems are of satisfactory quality and are fit for purpose;

23.2.3 ensure that the Service Provider Materials and Service Provider Systems are used in accordance with their instructions;

23.2.4 ensure that all relevant Service Provider Materials and Service Provider Systems have a current portable appliance testing certificate (if applicable) and are properly labelled;

23.2.5 establish and manage a planned preventative maintenance programme for the Service Provider Materials and Service Provider Systems and make adequate contingency arrangements for emergency remedial maintenance or substitute equipment; and

23.2.6 maintain records which can be reviewed by the Authority of maintenance testing and certification of Service Provider Materials and Service Provider Systems.

23.3 All replacement items will be like with like, that is functionally identical, unless agreed with the Contract Manager and where appropriate will be fully type approved. Replacement by compatible or similar items of equipment will not normally be permitted.

## **24 Quality and Best Value**

24.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

24.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may

be liable to a fine or imprisonment if it fails to comply with a summons to attend.

## **25 Records, Audit and Inspection**

25.1 The Service Provider shall, and shall procure that its sub-contractors shall:

25.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("Records"); and

25.2 retain all Records during the Term and for a period of not less than six (6) years (or such longer period as may be required by law), except Records containing Personal Data (as defined in Data Protection Legislation) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("Retention Period").

25.3 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 20.1 (Compliance with Policies and Law)) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

25.4 The Service Provider's financial accounts and records in relation to the Contract shall be audited for each year of the Contract by its auditors to the extent necessary to verify that the Service Provider is meeting its financial obligations under the Contract. The Service Provider shall procure that its auditors deliver to the Authority a certificate in respect of each such verification within three (3) months of the end of each year of the Contract. The costs and expenses incurred by the Service Provider pursuant to this Clause 25.4 shall be borne by the Service Provider. The Authority's auditors shall be entitled to review the certificate prepared by the Service Provider's auditors (and all relevant working papers in relation thereto) and to agree the amounts shown in such certificate. If the certificate shows that any transactions have been made which should not have been made, or have not been made when they should have been made, then the relevant amount shall be deducted from or added to, as the case may be, the next payment due after receipt by the Service Provider of such auditor's certificate.

25.5 The Service Provider shall provide to the Authority its audited Annual Report and Accounts in each year of the Contract and within four (4)

months of the Service Provider's accounting year end or as soon as they are publicly available, whichever is the earlier.

- 25.6 The Service Provider shall maintain all reasonable information on transactions relevant to the Contract. The Authority or its authorised representative shall have the right (upon giving reasonable notice) to have access to the relevant books and records of the Service Provider within normal Working Hours for the purpose of verifying that any amounts received from Customers has been properly accounted for to the Authority and that any amounts added to or deducted from payments to the Authority have been calculated in accordance with the Contract.
- 25.7 To enable the Authority to effectively monitor the performance of the Contract, the Service Provider shall provide at no cost to the Authority and at times required by the Authority accurate, comprehensive and up-to-date reports and records as required in terms of the Contract including those specified in the Specification. If further information is required by the Authority, the Parties shall agree on a case by case basis the extent of the information to be supplied and on what basis it is to be supplied.
- 25.8 The Authority or an authorised representative may at any time and without prior warning undertake any inspection of the Payment Platform or Software and any audit or check of any aspect of the Service Provider's performance of the Contract. The Authority may in its absolute discretion but will not be obliged to inform the Service Provider of the objective of the audit prior to its commencement.
- 25.9 The Service Provider will promptly provide all reasonable co-operation in relation to any inspection, audit or check including:
  - 25.9.1 granting access to any premises, equipment, plant, machinery or systems used in the Service Provider's performance of the Contract, or where such premises, equipment, plant, machinery or systems are not the Service Provider's own using reasonable endeavours to procure such access;
  - 25.9.2 ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of and/or alteration to data during the audit; and
  - 25.9.3 making any Records available for inspection and providing a reasonable number of copies of any Records required by the auditor and/or granting copying facilities to the auditor for the purposes of making such copies.
- 25.10 The Authority may submit results of any inspections, audits or checks undertaken to the Service Provider, along with evidence of any Faults or performance issues that need to be addressed. The Service Provider will have forty-eight (48) hours to rectify or complete any Faults or

performance issues. Failure to do so will result in the results being taken into account for payment of the relevant period. The Service Provider will reimburse the Authority its reasonable costs of any inspections, audits or checks where such inspections, audits or checks reveal any Faults or performance issues.

## **26 Additional Services**

- 26.1 The Service Provider shall not be entitled to carry out any services other than the Services at the Car Parks without the Authority's prior written consent. If the Service Provider wishes to carry out any services other than the Services at the Car Parks, the Service Provider may notify the Authority in writing of the proposed additional services, including a full specification and a breakdown of all costs and charges, together with such other information as may be requested by the Authority.
- 26.2 The Authority may, in its discretion, approve the proposed additional services, the terms of which will be the subject of separate agreement between the Parties, such approval to be in writing.

## **27 Other Rights and Remedies**

- 27.1 If at any time the Service Provider is in Material Default or becomes aware that a Material Default is likely to occur then notwithstanding any other provision in this Contract, the Service Provider will, at no additional cost to the Authority and without prejudice to the Authority's other rights and remedies:
  - 27.1.1 immediately notify the Authority in writing of the nature and extent of the Material Default, the anticipated impact of the Material Default on the Services, the root cause of the Material Default and the Service Provider's proposed Rectification Plan in respect of that Material Default. All Rectification Plans will require the Service Provider to deploy all additional resources and take all remedial action that is necessary to rectify the Material Default (provided the failure in question is remediable) and to prevent the Material Default in question from recurring;
  - 27.1.2 amend any proposed Rectification Plan to reflect the Authority's comments, the Authority's required timescale for rectification and any additional steps that the Authority may require the Service Provider to take and then implement the amended Rectification Plan as soon as possible and, in any event, within the timescales set out in the Rectification Plan;
  - 27.1.3 if the Authority so requests, procure that the member of the Service Provider's Personnel who is responsible for rectifying the Material Default is available to discuss the matter with the Authority;

27.1.4 if the Authority so requests, permit the Authority (or its Contract Manager) to attend operational meetings to the extent that they relate to the planning and implementation of the Rectification Plan;

27.1.5 report to the Authority on a regular basis and, in any event no less than weekly, on the Service Provider's progress against the Rectification Plan; and

27.1.6 promptly notify the Authority in writing of any non-trivial changes required to the Rectification Plan from time to time and the reasons for those changes, all such changes to be subject to the Authority's prior written consent.

This Clause 27.1 is without prejudice to the Authority's right to terminate for material breach in accordance with Clause 40 (Breach and Termination of Contract).

27.2 If the Service Provider:

27.2.1 fails to fully, effectively and promptly implement a Rectification Plan in all material respects in accordance with its terms;

27.2.2 fails to promptly produce a Rectification Plan in relation to a breach of Applicable Laws when it is required to do so; and/or

27.2.3 any cause of a Rectification Plan recurs more than two (2) times,

then the Authority may: (i) by its own employees or another contractor, remedy such Material Default and/or provide such part of the Services which the Service Provider fails to perform or performs deficiently; and/or (ii) terminate this Contract pursuant to Clause 40 (Breach and Termination of Contract). If the Authority chooses to remedy the Material Default and/or provide the Services by its own employees or another contractor under this Clause 27.2, then without prejudice to the Authority's other rights and remedies howsoever arising, the Authority will be entitled to recover the costs of remedying the Material Default and the difference in cost of the provision of the Services for the relevant period from the Service Provider.

27.3 Without prejudice to the foregoing, the Service Provider shall give notice to and consult with the Authority immediately in the event:

27.3.1 of an emergency or any circumstance that could endanger persons or property; or

27.3.2 that the Service Provider becomes aware of problems arising in relation to the performance of the Services or that could result in a failure to perform.

## **28 KPIs**

28.1 The Service Provider shall provide the Services in accordance with the KPIs and shall ensure that it maintains the requisite technical, operational and specialist abilities and capacity to provide the Services in accordance with the Contract and the Authority's instructions from time to time.

28.2 If at any time the Service Provider fails to achieve any or all of the KPIs and/or perform to at least the requirements of any other relevant terms of the Contract, then without prejudice to the Authority's other rights and remedies under the Contract or otherwise (including the right to withhold Charges pursuant to Clause 10.4 (Charges) and the right to terminate pursuant to Clause 40 (Breach and Termination of Contract)), the Service Provider will, without cost to the Authority and immediately upon becoming aware of such failure:

28.2.1 notify the Authority in writing and, if the required by the Authority, discuss with the Authority (at the Authority's convenience) the reason for the failure to achieve the KPIs and its proposed method of remedy;

28.2.2 remedy such failure (provided that the failure in question is remediable) to the reasonable satisfaction of the Authority; and

28.2.3 use reasonable endeavours to ensure that such a failure to achieve the KPIs or failure to carry out its obligations under or in connection with the Contract is not repeated during the continuance in force of the Contract.

## **29 Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

## **30 Indemnity**

30.1 Subject to Clause 30.2, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless the Indemnified Parties against all Losses which the Indemnified Party incurs or suffers as a consequence of:

30.1.1 death or personal injury to any person; and

30.1.2 any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel)

(including in each case any non-performance or delay in performance of the Contract); and

30.1.3 any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors); and

30.1.4 any loss of or damage to any real or tangible property, including property belonging to the Indemnified Parties, any Third Party or property for which the Authority (or a member of the Authority Group) is responsible.

30.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

## **31 Insurance**

31.1 The Service Provider will at its sole cost and to the approval of the Authority effect and maintain:

31.1.1 insurance for an amount equal to the full replacement cost of the Payment Platform arising from damage caused by act, omission or Default by the Service Provider or the Service Provider's Personnel;

31.1.2 third party liability insurance for the sum of not less than [REDACTED] per incident to cover the liability of the Service Provider or as the case may be of the Sub-Contractor under this Contract other than as provided for under Clause 31.1.4 of this Contract;

31.1.3 employer's liability and motor insurance cover as required by law and will cause any Sub-Contractor to effect and maintain such insurance; and

31.1.4 insurance for the Services undertaken by the Service Provider under this Contract to a level sufficient to cover the Service Provider's liabilities arising under or in connection with this Contract including professional indemnity insurance with a limit of indemnity of not less than [REDACTED] sterling) (or such higher levels as may be required for a specific element of the Services) for any one occurrence or series of occurrences arising out of any one event, in relation to the Services provided always that:

31.1.4.1 such insurance is in place from the Contract Commencement Date until no less than the later of

six (6) years after the completion of all of the Services or, where there is one or more claims in place at the expiry of such six (6) years period then for such time until the claim is settled or damages have been awarded (whether by a court or an adjudicator or otherwise);

- 31.1.4.2 the insurance premiums in respect of the insurance are at all times the responsibility of the Service Provider; and
- 31.1.4.3 if such insurance ceases to be available to the Service Provider (and to other contractors engaged in services of a similar size, nature and complexity as the Service Provider) at commercially reasonable rates and terms (such non-availability to be confirmed by an independent insurance agent operating in the UK market), excluding any increase in premiums attributable to the actions, omissions, claims record, error or Defaults of the Service Provider, the Service Provider shall immediately notify the Authority and the Service Provider and the Authority shall then meet and the Service Provider shall outline the steps the Service Provider intends to take to manage such risks. If the steps proposed by the Service Provider are not reasonably acceptable to the Authority, the Parties shall agree an alternative method of managing such risk.
- 31.1.4.4 The Service Provider shall maintain insurance to cover all risks of damage to, or loss of information from technology and communication systems and networks including loss or damage to digital assets including data or software, theft of money or digital assets through theft of equipment or electronic theft, security and privacy breaches including the defence costs and civil damages associated with them, and loss of Third Party data.
- 31.1.4.5 Such insurance shall be on terms that are normal and customary for a business of similar size, scope and expertise providing the Services and shall be in an amount sufficient to cover liability that may arise in connection with this Contract.
- 31.1.4.6 Crime insurance to cover losses arising from the fraud, theft, misappropriation or loss of money, funds or similar, whether by the Service Provider's employees or their Subcontractors. Such insurance to be in an amount not less than [REDACTED] per occurrence.

- 31.2 The insurance cover will be maintained with a reputable insurer.
- 31.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 31.1 and payment of all premiums due on each policy.
- 31.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 31.1 being or becoming void, voidable or unenforceable.
- 31.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.
- 31.6 The policy or policies of insurance effected will not be subject to the condition of average and the sum insured will not be apportioned as between the several risks comprised in the policy or policies but will apply in full to each and every risk.
- 31.7 Notwithstanding any other obligations set out in this Clause 31, the Service Provider will procure that its Sub-Contractors maintain insurance cover sufficient and appropriate to the Services sub-contracted to them. The Service Provider will also be responsible for ensuring that all Sub-Contractors employed by it for the purposes of this Contract are fully insured against all claims in respect of personal injury or death in respect of their employees.
- 31.8 The stipulations contained in this Clause 31 will not be deemed to and will not in any way limit or affect the general liability or responsibility of the Service Provider under the provisions of this Contract.

## **32 Data and Privacy**

- 32.1 The Parties acknowledge and agree that for the purposes of the Data Protection Legislation:
  - 32.1.1 the Service Provider shall be Data Controller (as defined in the Data Protection Legislation) of any Personal Data in the Service Provider Data; and
  - 32.1.2 the Authority shall be a Data Controller (as defined in the Data Protection Legislation) of Authority Data.
- 32.2 Without prejudice to its other obligations under the Contract, the Service Provider shall at all times:
  - 32.2.1 comply with the Data Protection Legislation in respect of the Service Provider Data and any other data stored, shared or accessed in connection with this Contract, including in particular ensuring it has documented lawful bases for processing all Customer Personal Data, providing notices to Customers (which

comply with Data Protection Legislation) informing them of how the Service Provider processes their Personal Data, managing any requests from Customers to exercise their rights under the Data Protection Legislation (including liaising with the Authority if necessary) and applying appropriate technical and organisational security measures to Customer Personal Data;

32.2.2 notify the Authority promptly if the Service Provider becomes aware of any unauthorised access to, or loss or disclosure of, Customer Personal Data, including the nature and volume of the data affected, the cause of the breach and the steps taken (or planned to be taken) to remediate the breach;

32.2.3 notify the Authority promptly if the Service Provider receives any communication from the Information Commissioner's Office relating to the processing of Service Provider Data, including details of the nature of the communication (such as whether it is in response to a complaint or is an investigation or audit); and

32.2.4 ensure that the Authority has up-to-date contact details for the Service Provider's data protection contact. The Authority shall ensure that the Service Provider has up-to-date contact details for the Authority's data protection contact.

32.3 The Parties acknowledge and agree that Service Provider Data will include revenue and financial data, and operational and performance data, in each case concerning the operation and management of the Car Parks and the Payment Platform and that the Service Provider will provide access to and copies of that data to the Authority and its nominees and auditors in accordance with Clauses 32.4 below and 25 (Records, Audit and Inspection).

32.4 The Service Provider shall provide to the Authority such information and reporting in respect of the Service Provider Data as may be required by the Authority from time to time, in such format as the Authority shall specify, provided always that the Service Provider shall not, unless otherwise agreed in writing by the Parties, provide to the Authority any Personal Data unless such Personal Data has first been aggregated and/or anonymised. The Service Provider acknowledges that during the Mobilisation Period, the Parties intend to enter into a tripartite data sharing agreement with the Operator for the sharing of certain Personal Data as required by the Authority to facilitate the management of the Car Parks and enforcement against Customers of failures to pay. Each of the Authority and Service Provider will be a Data Controller and the Operator will be the Data Processor (as defined in the Data Protection Legislation) of the Authority.

32.5 Save as set out in Clause 32.4, the Service Provider acknowledges and agrees that it shall not:

32.5.1 use or share any Personal Data within the Service Provider Data or any other data stored, shared or accessed in connection with this Contract for any reason other than:

32.5.1.1 in relation to the proper performance of the Services in accordance with the terms of this Contract; or

32.5.1.2 where permitted by Applicable Law or under terms entered into directly with Customers;

32.5.2 analyse or aggregate any Personal Data within the Service Provider Data or any other data stored, shared or accessed in connection with this Contract with any other data for any other purposes, whether commercial or otherwise, except where permitted by Applicable Law or under terms entered into directly with Customers.

32.6 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority Data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority Data, or store, copy or disclose the Authority Data except as strictly necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised by the Authority.

32.7 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority Data and to prevent any corruption or loss of the Authority Data.

32.8 In the event that any of the Service Provider Data is corrupted or lost or so degraded as to be unusable due to any negligence or Default of the Service Provider or the Service Provider's Personnel or otherwise as a result of any Default by the Service Provider or the Service Provider's Personnel then in addition to any other remedies that may be available to the Authority under the Contract or otherwise the Service Provider shall promptly, at the Service Provider's expense, restore or procure the restoration of the relevant data to the Authority's reasonable satisfaction, as notified in writing, such that the Service Provider has made good the corruption, loss or degradation of the Service Provider Data and/or Authority Data (as the case may be). Without prejudice to its other obligations under the Contract, the Service Provider shall, during the Term and in the course of performing the Services, provide all measures necessary in respect of the prevention of unauthorised access to any member of the Authority Group's computer systems, software and data, the prevention of the introduction of known Viruses and shall provide the capability to restore the systems, software and data in the event that the loss of the systems, software or data arises directly or indirectly from