

Such report will also contain any further information that is required in order for the Authority to properly evaluate the proposed technologies, processes, improvements and/or developments. If the Authority wishes to implement any aspect of the report, it will request to do so using the process set out in Clause 47 (Contract Variation). Nothing in this Contract will oblige the Authority to implement or agree to the implementation of any new technology, process, improvement and/or development.

- 6.12 Where reasonably requested to do so by any member of the Authority Group, the Service Provider will contract with such other body on the terms of this Contract with only the necessary changes of parties' details being made.
- 6.13 Any innovations shall be agreed between the Parties in accordance with Schedule 10 (Innovation).

7 IT and Interface Specification

- 7.1 The Service Provider shall comply with the Authority's manuals and procedures relating to the Authority's Systems and the specifications agreed between the parties in writing during the Mobilisation Period, as amended from time to time by the Authority.

8 Acceptance Procedures

- 8.1 The Parties shall agree acceptance procedures in writing during the Mobilisation Period. In the event that no acceptance procedures are agreed between the Parties during the Mobilisation Period, the procedures set out in the remainder of this Clause 8 shall apply.
- 8.2 The Service Provider will promptly notify the Authority when the Payment Platform or any constituent part thereof is ready for Acceptance Tests and the Service Provider shall undertake Acceptance Tests in accordance with the Acceptance Procedure. The Service Provider shall give the Authority at least 24 hours' notice of the start of the Acceptance Tests and permit the Authority to observe all or any part of the testing.
- 8.3 If the Service Provider finds any Defects in the Payment Platform or in any constituent part thereof, the Service Provider shall notify the Authority in writing and shall promptly remedy such Defects at its cost and shall notify the Authority in writing that the Payment Platform or such constituent part thereof is ready for repeat Acceptance Tests. The Service Provider shall within 2 Business Days of sending such notice repeat the Acceptance Tests. The Authority shall issue a certificate of Acceptance signed by the Authority once the Payment Platform or that constituent part has passed its Acceptance Tests.
- 8.4 In the event that the Payment Platform or any constituent part thereof fails to pass Acceptance Tests within 1 week of the commencement of

such Acceptance Tests, the Authority shall (without prejudice to any other rights or remedies it may have) be entitled forthwith on giving notice in writing to the Service Provider at its option:

8.4.1 to accept the Payment Platform (or the relevant constituent part thereof) subject to a reasonable reduction of the Charges payable to the Service Provider in respect thereof, provided that, in the absence of written agreement as to the amount of such reduction within the period of 5 Business Days after the date of such notice, the Authority shall be entitled to reject the Payment Platform (or that part thereof) in accordance with Clause 8.4.2 below; or

8.4.2 to reject the Payment Platform (or the relevant constituent part thereof) as not being in conformity with this Contract, in which event:

8.4.2.1 the Service Provider shall forthwith refund to the Authority all sums previously paid to the Service Provider under or in connection with this Contract in respect of the Payment Platform or the relevant constituent part so rejected; and

8.4.2.2 the Authority shall be entitled (without prejudice to any other rights or remedies it may have) to terminate this Contract forthwith by giving notice in writing to the Service Provider.

8.5 In no event shall the Authority be deemed to have Accepted the Payment Platform or any constituent part thereof unless and until it has issued a certificate of Acceptance to the Service Provider in accordance with Clause 8.3.

8.6 The Service Provider acknowledges that Acceptance of any module of Software is distinct from Acceptance of the Payment Platform as a whole and that, if any module of Software or the Payment Platform as a whole fails to pass any stage of the Acceptance Tests, the Authority shall be freely entitled in accordance with Clause 8.4.2 to reject the Payment Platform as a whole or any constituent part thereof (even if the Authority has previously Accepted any such constituent part) and not just the module of Software which has failed to pass the Acceptance Tests. In this event, the Authority shall be entitled (without prejudice to any other rights or remedies it may have) to terminate this Contract by giving notice in writing to the Service Provider.

9 Management of Operational Data

9.1 The Service Provider hereby grants to the Authority a non-exclusive, royalty free licence to use the Service Provider's Information Management System as reasonably required by the Authority for the purposes of this Contract.

- 9.2 The Service Provider's Information Management System, to be provided by the Service Provider will be used by the Service Provider for the purposes of managing and monitoring the Payment Platform under this Contract:

9.2.1 for notifications (including instructions) both to and from the Service Provider and to Third Parties, including:

9.2.1.1 notification of Faults and the progress and completion status for maintenance; and

9.2.1.2 automatic notification to relevant Third Parties of Faults;

9.2.2 as an asset database to contain details of the Payment Platform installed or to be installed under this Contract and asset management data and statistics, including:

9.2.3 to generate reports, including:

Overall reports

9.2.3.1 annual and Quarterly management reports;

9.2.3.2 periodic performance reports; and

9.2.3.3 all aspects of reports for the purposes of the Service Provider's management, any daily or monthly Fault logs and all reports containing data relating to the KPIs;

Periodic service reports

9.2.3.4 management reports (general overview of reports on the Service Provider's performance);

9.2.3.5 Fault rates during a specified period at a specified interval;

9.2.3.6 the number of Faults identified during a specified period at a specified interval;

9.2.3.7 the number of Faults rectified during a specified period at a specified interval; and

9.2.3.8 KPIs during a specified period at a specified interval (trend) with the ability to aggregate KPIs by Car Park, or specified status flag;

Asset management reports

9.2.4 to calculate performance levels used to derive compliance with certain KPIs.

9.3 The Service Provider will throughout the Term:

9.3.1 provide and maintain and develop the Service Provider's Information Management System including both the Payment Platform software and hardware within Service Provider's firewall;

9.3.2 provide and maintain an internet gateway to support use of the Service Provider's Information Management System by the Authority and will provide, maintain and update a website in connection with such gateway;

9.3.3 control changes to the Service Provider's Information Management System configuration data;

9.3.4 enter Faults into the Service Provider's Information Management System;

9.3.5 maintain the security of the Service Provider's Information Management System such that it is protected against malicious or criminal intervention;

9.3.6 monitor the Service Provider's Information Management System usage;

9.3.7 provide a change control process for any changes to the Service Provider's Information Management System;

9.3.8 manage daily system back-ups;

9.3.9 carry out data archiving;

9.3.10 provide twenty-four (24) hour emergency support for the Service Provider's Information Management System;

9.3.11 provide disaster recovery in accordance with the Disaster Recovery Plan to re-establish the Service Provider's Information Management System in the event of a total loss of service; and

9.3.12 control access to the Service Provider's Information Management System (including via the website) by the allocation and maintenance of user names and user passwords.

9.4 The Service Provider will throughout the Term:

9.4.1 verify the accuracy of data in the Service Provider's Information Management System relating to the Payment Platform and notify the Authority of any inaccuracies. The Service Provider's

Personnel will verify data through and in conjunction with the Authority's data management team;

9.4.2 provide accurate data relating to the Services and to enter all Faults and times of repairs into the Service Provider's Information Management System in a timely fashion;

9.4.3 maintain appropriate firewalls and security controls to maintain the integrity of the Service Provider's Information Management System and prevent unauthorised access. The Service Provider will not issue or disclose any data from the Service Provider's Information Management System to any Third Party without the Authority's prior written consent; and

9.4.4 supply contact details (first name, surname, company, email address, telephone number and mobile phone number) for all engineers and operatives undertaking the Services. The Service Provider will comply with the requirements of the Data Protection Legislation in providing such information.

9.5 The Service Provider will use all reasonable endeavours to rectify Faults in the Service Provider's Information Management System within the following timescales of the Fault being reported to the Service Provider or coming to its attention:

Priority	Definition	Response Time	TfL Update Frequency	Max Restoration Time
Urgent	Payment Platform / Services outage or critical component not functioning causing severe business impact.	<10 minutes	30 minutes	2 hours
Medium	Component not functioning but not critical. Service impacts limited number of	<60 minutes	1 hour	1 Business Day

users, is not available or operation is slow.

Low	Non-critical. The service impacts a small number of users and is still running only suffering minor degradation.	<1 Business Day	On completion	2 Business Days
General Support	Non-service impacting technical queries.	<1 Business Day	On completion	1 Business Day

9.6 In the event of a Failure of the Service Provider's Information Management System, the following provisions will apply:

9.6.1 during the first twenty-four (24) hours of a Failure:

- 9.6.1.1 the Service Provider will report any Fault updates, email or, in extreme conditions, by telephone to the Authority; and
- 9.6.1.2 the Service Provider will enter Clears onto the Service Provider's Information Management System retrospectively when the Service Provider's Information Management System next becomes available, with the date and time of the actual Clear amended to reflect the actual date/time the repair was carried out. The Service Provider will enter on the Clear the status of the Service Provider's Information Management System at the time to enable the KPIs to be measured. The Clear confirms date cannot be altered and defaults to the Payment Platform date and time. Therefore, when confirming the Clear, the Service Provider will verify that the Service Provider's Information Management System was unavailable at the time the Clear was entered. All Clears must be recorded on the Authority's proforma. Once all Clears have been entered into the Service Provider's Information Management System, the Service Provider must

provide copies of all completed Clear forms to the Authority;

9.6.2 if the Failure exceeds twenty-four (24) hours:

9.6.2.1 Faults reported to the Authority by email or phone will be communicated by the Service Provider as described for short term communication failure under Clause 9.6.1 and Clears will be processed in the same manner; and

9.6.2.2 the operators will process the Faults in the normal manner on reinstatement of the Service Provider's Information Management System and the Service Provider will enter Clears as described in Clause 9.6.1.2.

9.6.3 Following a Failure, the Service Provider will support the Authority in the preparation and delivery of reports on such Failure to users including attendance at meetings and presentations.

For the purposes of this Clause 9.6, a Failure is defined as any failure to comply with the specification for the Payment Platform or any issue that prevents Customers from using the Payment Platform.

10 Charges

10.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 11 (Payment Procedures and Approvals) and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.

10.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 (Charges) or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.

10.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

10.4 If the Services are not supplied in accordance with the KPIs as detailed in Schedule 3 (Specification), a withholding to the Charges (as detailed in Schedule 3 (Specification)) shall apply. This right shall be without prejudice to any other rights and remedies of the Authority under the Contract.

11 Payment Procedures and Approvals

11.1 The Service Provider shall invoice the Authority in respect of the Charges:

11.1.1 where no Milestones are specified in Schedule 4 (Charges), at such dates or at the end of such periods as may be specified in Schedule 1 (Key Contract Information); or

11.1.2 if specified in Schedule 4 (Charges), on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

11.2 The Service Provider shall submit:

11.2.1 PDF Invoices via email to the email address set out in Schedule 1 (Key Contract Information) and shall ensure that each PDF Invoice has a unique file reference and be a separate PDF file; or

11.2.2 electronic invoices via the Electronic Invoicing Platform and in compliance with the Electronic Procure-to-Pay (eP2P) Vendor Handbook; and

each such invoice shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT, the Authority's name and address and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment. PDF Invoices, which are sent to the Authority via email, are taken to have been received at the time of transmission. Electronic invoices are taken to have been received at the time when they are transmitted to the Authority via the Electronic Invoicing Platform.

11.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.

11.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 11, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:

11.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from

time to time within twenty-eight (28) days of receipt of such invoice or such other time period as may be specified in Schedule 1 (Key Contract Information);

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

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

11.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:

11.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or

11.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 29 (Set-Off), the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.

11.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.

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

12 Remediation

Without prejudice to any other rights or remedies of the Authority:

- 12.1 If the Contract Manager discovers any defect in the Services performed or failure on the part of the Service Provider to execute the same in accordance with this Contract, they may call upon the Service Provider to remedy such defect or malfeasance and such remedial works will be carried out at no further cost to the Authority.

13 Tariffs

- 13.1 The Authority shall set the Tariffs which shall be charged to Customers for the Tickets at the Car Parks. The Service Provider acknowledges that the Authority may introduce Alternative Pricing and/or Dynamic Pricing during the Term.

13.2 Changes to the Tariff:

13.2.1 The Authority may from time to time increase the Tariffs in its discretion. The Authority shall notify the Service Provider in advance of any change to the Tariff and the date upon which the change to the Tariff shall take effect.

13.2.2 The Service Provider shall notify Customers of any changes to the Tariffs and shall ensure that any necessary and consequent adjustments to the Payment Platform are made to reflect any adjustment to the Tariffs in accordance with this Clause 13.2.

13.2.3 The cost (including web development and kiosk payment terminal software change) of implementing Tariff change shall be borne by the Service Provider once in each twelve (12) month period and the cost of implementing any additional Tariff change shall be borne by the Authority. This provision shall not apply in respect of Dynamic Pricing.

- 13.3 The Service Provider acknowledges and agrees that the Authority may add or remove any Car Park from the scope of the Contract and/or add or remove Parking Spaces from a Car Park (whether on a permanent or temporary basis and for any purpose as the Authority may determine).

14 Warranties and Obligations

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

14.1.1 the Service Provider:

14.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents to enter into and to perform the Contract; and

14.1.1.2 is aware of the purposes for which the Payment Platform and Services are required and

acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Payment Platform and Services; and

- 14.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;
- 14.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
- 14.1.3 the Payment Platform and each module of Software will provide the features and functions and will fulfil any performance criteria set out in the Contractual Documents;
- 14.1.4 the Documentation will provide all necessary and adequate instructions to enable the Authority's reasonably competent computer operators (and those of the members of the Authority's Group) to make full and proper use of the Payment Platform (including any upgrades of the Software) and to facilitate the support, maintenance, modification and/or enhancement of the same by reasonably competent computer programmers;
- 14.1.5 none of the Software or Documentation infringes nor will the use of the same by the Authority or any other member of the Authority's Group or its or their agents in accordance with the Contract cause the Authority or such other member of the Authority's Group to infringe any Third Party's Intellectual Property Rights;
- 14.1.6 the Authority shall be entitled to use the Third Party Software without any ongoing obligation on the part of the Authority to pay periodical licence fees, royalties or any other charges of any kind and that all the Third Party Software can be used and incorporated within the Payment Platform for use by the Authority without the need to enter into further agreements or obtain further licences or consents;
- 14.1.7 the Services will be carried out 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 the Payment Platform or using the Car Parks, 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;
- 14.1.8 it will maintain the Payment Platform, Service Provider Systems and any equipment used for the performance of the Services in good working order for the Term and in accordance

with the Contractual Documents and will ensure that the Payment Platform supplied under the Contract, the Service Provider Systems and any equipment used, designed or replaced by the Service Provider or otherwise used for the performance of the Services will in all respects be of satisfactory quality and fit for the purpose for which such is intended (awareness of which purposes the Service Provider acknowledges) and will be capable of operation as part of any IT system referred to in the Specification and be so fit at least for the Term and will have a rate of deterioration no more than is reasonably to be expected of high quality, reliable, well designed and engineered, equipment, hardware and software;

14.1.9 it shall ensure that the benefit of any and all warranties which it receives in respect of the Payment Platform are passed on to the Authority Group such that the Authority Group can enforce those warranties directly against the provider of such warranties; and

14.1.10 it has taken and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive element (including any Virus) into the Service Provider Materials, Service Provider Systems, Software or the Payment Platform, or into any systems, data, software or Confidential Information (held in electronic form) owned by or under control of, or used by, the Authority.

14.2 In the event any Defect is discovered in the Payment Platform or in any constituent part thereof during the Term, the Service Provider shall promptly remedy such Defect at no additional expense to the Authority.

14.3 Each warranty and obligation in this Clause 14 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

14.4 The Service Provider shall remedy any breach of the warranties or obligations in this Clause 14 in accordance with Clause 40 (Breach and Termination of Contract). Any failure to remedy a breach of a warranty shall be deemed to be a material breach not capable of remedy and shall entitle the Authority to terminate the Contract in accordance with Clause 40 (Breach and Termination of Contract).

14.5 The provisions of this Clause 14 will continue notwithstanding termination of this Contract.

15 Liability

15.1 Neither Party excludes or limits liability to the other Party for:

15.1.1 death or personal injury caused by that Party's negligence; or

- 15.1.2 any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 or section 2(3) of the Consumer Protection Act 1987; or
 - 15.1.3 for fraud (including fraudulent misrepresentation); or
 - 15.1.4 any other matter in respect of which, as a matter of law, liability cannot be excluded or limited.
- 15.2 The Service Provider does not exclude, or limit its liability in any way, in respect of liability arising out of or in connection with Clause 32 (Data and Privacy), Clause 33 (Intellectual Property Rights), Clause 36 (Confidentiality and Announcements), Clause 40 (Breach and Termination of Contract) or Clauses 41.2 and 41.3 (Consequences of Termination or Expiry) or for death or personal injury arising from or in connection with the Service Provider Materials, Service Provider Systems, the Services or any act or omission of the Service Provider and/or the Service Provider's Personnel.
- 15.3 Exclusion of consequential losses:
 - 15.3.1 Subject to, and without prejudice to, any indemnities contained within this Contract and Clauses 15.1, 15.2 and 15.3.2 neither Party will be liable for any indirect or consequential losses (including pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss and, for the avoidance of doubt, such losses will for the purposes of this Contract be regarded as indirect or consequential loss and not direct losses) howsoever caused arising under this Contract.
 - 15.3.2 Notwithstanding the provisions of Clause 15.3.1 the Parties acknowledge that the following types of losses will be regarded as direct (and not consequential or indirect) losses for the purposes of this Contract:
 - 15.3.2.1 any loss of Car Park Revenue;
 - 15.3.2.2 the Authority's reasonable costs of internal and external staff (including associated expenses reasonably incurred by such staff) necessitated as a result of the Service Provider's Default (including the costs of such staff performing or re-performing the Services which the Service Provider, if properly performing its obligations in accordance with this Contract, should have performed);
 - 15.3.2.3 any costs incurred by the Authority in connection with the termination of this Contract by the Authority under Clauses 40 (Breach and Termination of

Contract), including those costs set out in Clause 41 (Consequences of Termination or Expiry);

15.3.2.4 the costs of reconstituting and/or recovering any the Authority Data that is destroyed, corrupted, degraded and/or lost as a result of an act or omission of the Service Provider and/or the Service Provider's Personnel (including the costs of employing a Third Party to reconstitute and/or recover such data); and

15.3.2.5 any loss or liability (including payment of service credits) that the Authority suffers or becomes liable for under any agreement with any Third Party as a result of any act or omission of the Service Provider.

15.4 Subject to the provisions of Clauses 15.1, 15.2 and 15.3, the Service Provider's aggregate liability and limit of indemnity to the Indemnified Parties under this Contract (whether in contract, tort, breach of statutory duty, restitution or otherwise) will be limited:

15.4.1 in respect of loss of and/or damage to the Authority's or an Indemnified Party's tangible property, to [REDACTED]

15.4.2 in respect of loss of and/or damage to any Third Party tangible property, to [REDACTED];

15.4.3 in respect of loss and/or damage caused by the Payment Platform, to [REDACTED] and [REDACTED] and [REDACTED]

15.4.4 where the loss does not fall within the limitations in Clauses 15.4.1, 15.4.2 or 15.4.3, to [REDACTED] of the Charges paid or payable (but for any act or omission of the Service Provider) to the date of the claim or [REDACTED] whichever is the higher.

Any liability of the Service Provider which falls within Clauses 15.1 or 15.2 will not be taken into account in assessing whether the financial limits in this Clause 15.4 have been reached.

15.5 Subject to the provisions of Clauses 15.1 and 15.3, the Authority's maximum aggregate liability to the Service Provider arising out of or in connection with this Contract (whether in contract, tort, negligence, breach of statutory duty, misrepresentation, restitution or otherwise) will be limited to [REDACTED].

- 15.6 This Clause 15 will not affect any entitlement to injunctive relief and/or specific performance.

16 Operational Management

- 16.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.

- 16.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:

16.2.1 variations to the Contract;

16.2.2 any matter concerning the terms of the Contract; and

16.2.3 any financial matter (including any issues in Schedule 4 (Charges)),

which shall be referred to the Procurement Manager.

- 16.3 The Service Provider will comply with the requirements as to contract management set out in Schedule 7 (Contract Quality, Environmental and Safety Considerations). The Service Provider's obligations under Schedule 7 (Contract Quality, Environmental and Safety Considerations) are in addition to and will not limit its obligations under the other provisions of the Contract.

- 16.4 The Service Provider will appoint the Services Manager who will be responsible for the day to day supervision of the Contract. The appointee will have extensive relevant experience of a practical nature, a significant part of which will be in the operation and maintenance of a Payment Platform. The Services Manager will be available during each Business Day to oversee Services and problems as they may arise. A deputy with similar working knowledge will be available to deputise when the Contract Manager is absent or otherwise unavailable. The Service Provider authorises the Services Manager to act as the Service Provider's representative for all purposes of the Contract.

- 16.5 During the Term, the Service Provider will submit to the Authority for approval the curriculum vitae of any new manager or deputy manager the Service Provider wishes to employ as Services Manager or their deputy. The Authority's approval of such individuals proposed will not be unreasonably withheld.

- 16.6 The Services Manager shall be responsible for:

16.6.1 ensuring that the Key Personnel are actively involved in the Services;

16.6.2 diligently supervising the performance of the Services;

- 16.6.3 being available to the Authority to resolve any issues arising in connection with the Contract or the Services;
 - 16.6.4 attending all ad hoc contract meetings with the Authority (the location, frequency and time of which shall be specified by the Procurement Manager or the Contract Manager from time to time). Notes of these meetings shall be reviewed and decisions ratified at the following Contract review meeting; and
 - 16.6.5 providing and/or allowing access to all information and Documentation to which the Authority and/or its agents, contractors or professional advisors are entitled to pursuant to the Contract (subject to the provisions in respect of confidentiality set out in Clause 36 (Confidentiality and Announcements)).
- 16.7 The Authority will promptly inform the Service Provider of any change in the Procurement Manager or the Contract Manager during the Term. the Service Provider may only make a change to the Services Manager (except in the event of sickness, incapacity or resignation) with the prior consent of the Authority (which shall not be unreasonably withheld) and provided that there will be a representative nominated by the Service Provider at all times during the Contract.
- 16.8 No act of, or omission by, or approval from, either the Authority, the Procurement Manager or the Contract Manager in performing any of their respective duties under or in connection with the Contract or the Services shall in any way operate to relieve the Service Provider of any of its duties, responsibilities, obligations or liabilities under the Contract.
- 16.9 The Service Provider shall at all times ensure that its representatives at all meetings have delegated power and authority to act on behalf of the Service Provider.
- 16.10 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

17 Service Provider's Personnel

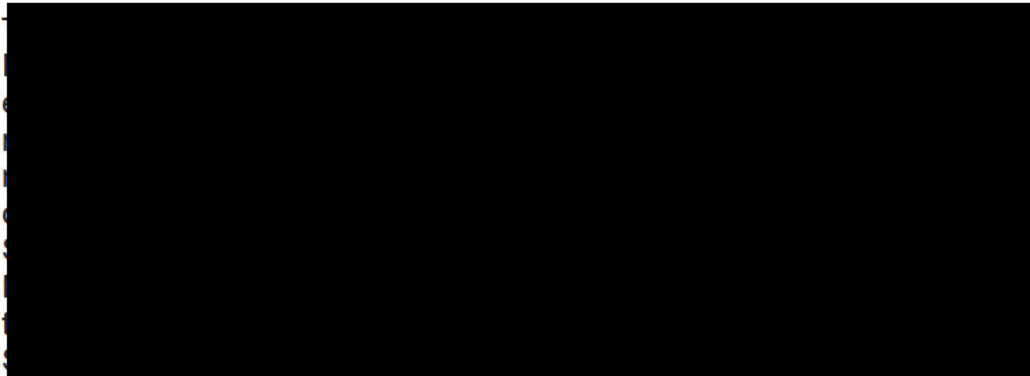
- 17.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.
- 17.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

- 17.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.
- 17.4 The Service Provider will ensure that all continuing checks are made and documents obtained and/or verified as required by law or the United Kingdom Border Agency to demonstrate the continuing right of Service Provider's Personnel to work in the United Kingdom.
- 17.5 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Premises or Car Parks and/or require that any Service Provider's Personnel be immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).
- 17.6 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 17.3 (Service Provider's Personnel) shall apply to the proposed replacement personnel.
- 17.7 Notwithstanding Clause 17.1 (Service Provider's Personnel), the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 17.5 (Service Provider's Personnel).
- 17.8 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 17.9 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1 (Key Contract Information).

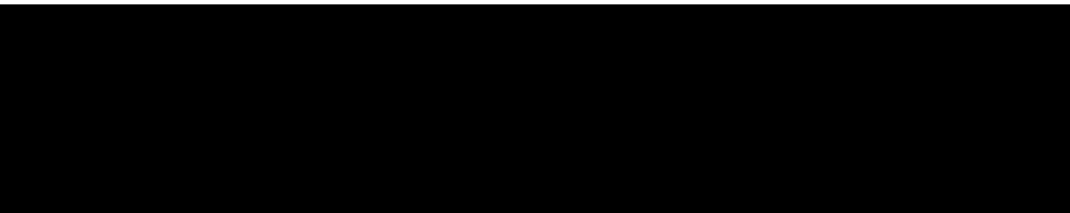
18 Sub-Contracting and Change of Ownership

18.1 The Service Provider may not enter into a Material Subcontract of all or part of the Services unless the Service Provider has notified the Authority in advance in writing of the scope of such subcontract and the identity of the proposed relevant subcontractor and obtained the approval of the Authority (such approval not to be unreasonably withheld or delayed, and the Authority may only withhold approval if it can demonstrate that entering such subcontract will bring a material risk of material damage to the reputation of the Authority Group, jeopardises the health, safety or well-being of any Authority Personnel or any other person), and on such approval the subcontract shall become a Material Subcontract.

18.2



18.3



18.4 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:

18.4.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that Sub-Contractor is required to provide;

18.4.2 be responsible for payments to that person;

18.4.3 ensure that such person complies with a service level agreement that is comparable to and contains minimum performance standards that are in line with and no less than the KPIs;

18.4.4 objectively monitor the performance of such persons and place them on a tiered system of performance;

18.4.5 ensure that it has the ability to, and does, audit such persons from time to time (or as reasonably requested by the Authority)

and notifies the Authority of the results of such audits if reasonably requested to do so by the Authority;

18.4.6 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any Sub-Contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;

18.4.7 if reasonably requested to do so by the Authority, notify the Authority in writing of the name, contact details and details of the legal representatives of any such Sub-Contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;

18.4.8 promptly notify the Authority in writing of any change to the information notified under Clause 18.4.7 (Sub-Contracting and Change of Ownership);

18.4.9 without prejudice to the provisions of Clause 20 (Compliance with Policies and Law), ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such Sub-Contractor;

18.4.10 include a term in each sub-contract (of any tier):

18.4.10.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the Sub-Contractor within a specified period not exceeding thirty (30) days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;

18.4.10.2 a requirement that any invoices for payment submitted by the Sub-Contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;

18.4.10.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract to terminate that sub-contract if the relevant Sub-Contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and

18.4.10.4 a requirement that the Sub-Contractor includes a provision having the same effect as Clause 18.4.10.3 above in any sub-contract it awards.

- 18.5 If, in the performance of its obligations under the relevant sub-contract, any Sub-Contractor: (i) jeopardises the health, safety or well-being of any Authority Personnel or any other person; or (ii) presents a material risk of material damage to the reputation of the Authority Group, and if, having regard to all the circumstances (including that the Service Provider is a platform provider which services multiple clients from its platform), it is reasonable to do so, the Authority shall, subject to Clause 18.5, be entitled to give notice in writing to the Service Provider requiring the cessation within five (5) Business Days by that Sub-Contractor of the performance of the relevant Services, and the Service Provider shall procure such cessation.
- 18.6 The Authority shall not be entitled to require the immediate cessation by a Sub-Contractor pursuant to Clause 18.4 if, within five (5) Business Days of receipt of such notice, the Service Provider terminates or procures the termination of the relevant sub-contract and procures the performance of such part of the Services by itself or another Sub-Contractor.
- 18.7 The Service Provider shall not be excused performance of its obligations under this Contract as a result of: (i) any action taken by it to remove or procure the removal of a Sub-Contractor pursuant to Clause 18.4; or (ii) any action taken by it pursuant to Clause 18.5.
- 18.8 The Service Provider shall give notice to the Authority within ten (10) Business Days where:
- 18.8.1 there is any change in the ownership of the Service Provider where such change relates to fifty percent (50%) or more of the issued share capital of the Service Provider; and
- 18.8.2 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of fifty percent (50%) or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 18.8.1 – 18.8.2 above, the Authority shall have the right to terminate the Contract.

19 Conflict of Interest

- 19.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any