



Contract Reference Number: TfL 94125

Date:

Contract for Services

between

TTL Properties Limited

and

Saba Park Services UK Limited

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common law, judgement, demand, order or decision of any court, regulator or tribunal);

(b) rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or

(c) industry code of conduct or guideline,

which relates to this Contract and/or the Services or the activities which are comprised in all or some of the Services and/or the Authority's business or the business of any other recipient of the Services;

"Authority Assets"

means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group (but not including the Equipment);

"Authority Data"

means all data that is:

(a) provided to the Service Provider and the Service Provider's Personnel;

(b) generated in the course of undertaking the Services;

(c) generated by the Equipment;

(d) input into the Service Provider's Information Management Systems pursuant to Clause 7 (Management of Operational Data); and

(e) all other outputs from the Service Provider's Information Management Systems;

"Authority Group"

shall mean where the Authority is:

(a) Transport for London (TfL) or one of its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time, the Authority and TfL (in its own right and as Holding Company of all of its subsidiaries) together and reference to any "member of the Authority Group" shall refer to TfL or any such subsidiary; and

(b) the Greater London Authority (GLA), the GLA, TfL, the Mayor's Office for Policing and Crime, the London Fire Commissioner, London Legacy Development Corporation and the Old Oak and Park Royal

Development Corporation ("**Functional Bodies**") each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any "**member of the Authority Group**" shall refer to the GLA, any Functional Body or any such subsidiary;

"Authority Network"

means:

- (a) the stations and depots, assets, systems, track and other buildings which are used in the maintenance and provision of underground services known as "London Underground";
- (b) the stations and depots, assets, systems, track and other buildings which are used in the maintenance and provision of overground services; and
- (c) the stations and depots, assets, systems, track and other buildings which are used in the maintenance and provision of crossrail services known as "Crossrail";

"Business Continuity Plan"

means the business continuity and Disaster Recovery Plan approved by the Authority and to be maintained and implemented by the Service Provider in accordance with Clause 44 (Business Continuity);

"Business Day"

any day excluding Saturdays, Sundays or public or bank holidays in England;

"Car Park Revenue"

means the revenue paid or payable by Customers and collected by the Service Provider from Customers in relation to the Services, as more particularly described in Schedule 3 (Specification);

"Car Parks"

means the areas (or any part of the same) set aside at Authority or other Authority Group stations for Customers to park motor vehicles and which form the subject matter of the Services, as listed in Appendix 1, 2, 3, 4 and 5 of Schedule 3 (Specification) and set out in the plans contained in Appendix 1, 2, 3, 4 and 5 of Schedule 3 (Specification) and amended from time to time by the Authority in accordance with Clause 18.8 or Schedule 6 (Form of Variation), including where applicable any entrances, footpaths, or approach

	roads owned, leased or otherwise controlled by the Authority;
"Cessation Plan"	a plan agreed between the Parties or determined by the Authority pursuant to Clauses 43.1 to 43.5 (inclusive) (Declaration of Ineffectiveness and Public Procurement Termination Event) to give effect to a Declaration of Ineffectiveness or Clauses 43.6 to 43.10 (inclusive) (Declaration of Ineffectiveness and Public Procurement Termination Event) to give effect to a Public Procurement Termination Event;
"Charges"	the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 (Charges) as the same may be varied from time to time in accordance with Clause 41.7 (Breach and Termination of Contract) or Clause 48 (Contract Variation);
"Clear"	means an entry into the Service Provider's Information Management Systems detailing actions taken to resolve a Fault;
"Confidential Information"	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group;
"Contract"	this contract, including the Schedules and all other documents referred to in this contract;
"Contract Commencement Date"	the date for commencement of the Contract specified in Schedule 1 (Key Contract Information);
"Contract Information"	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 9 (Payment Procedures and Approvals) which shall consist of the Service Provider's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;

"Contract Manager"	the person named as such in Schedule 1 (Key Contract Information) or such other person as notified to the Service Provider by the Authority;
"Contractor's Health and Safety Assessment Scheme" or "CHAS"	means an assessment of the Service Provider's health and safety competence;
"Customer Notice"	means a notice to a Customer of non-payment for parking or other contraventions, allowing retrospective payment, plus an administrative fee, in order for the Customer to avoid a PCN;
"Customers"	means persons using the Car Parks;
"Data Protection Legislation"	has the meaning given to it in Schedule 2 (Special Conditions of Contract);
"Declaration of Ineffectiveness"	a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;
"Default"	means any breach of the obligations of either Party (including a fundamental breach of breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other;
"Default Trigger"	means as that term is defined in the KPIs;
"Disaster"	means any unplanned interruption (whether of information processing facilities or systems or otherwise) which significantly impairs the ability of the Service Provider to perform the Services (in whole or in part) to the standard of the KPIs and/or in accordance with the other terms of the Contract;
"Disaster Recovery Plan"	means the Service Provider's plan for its emergency response, back up procedures and business continuity in the event of a Disaster, details of which will be agreed as part of the Mobilisation Plan;
"Documentation"	means operating manuals, maintenance manuals, program listings, data models, flowcharts, logic diagrams, input and output forms, instructions, technical literature (including, without limitation, drawings, designs, blueprints, schematics and

	plans), Equipment and component inventories, manufacturers' specifications and details and any other functional specifications, and all other related materials in either eye-readable or electronic form, and complete or partial copies of the foregoing, relating to the Services and provided by the Service Provider;
"Dynamic Pricing"	means that different Parking Spaces at a Car Park may be priced differently according to a number of factors including the level of demand for Parking Spaces still to be sold;
"Electronic Invoicing Platform"	the Authority's invoicing platform for the submission and receipt of electronic invoices;
"Electronic Procure-to-Pay (eP2P) Vendor Handbook"	the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link- https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5 ;
"Emergency Fault"	means a Fault where there is immediate or imminent danger to person or property (including the Authority's and a Third Party's);
"Equipment"	means the equipment (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment or machinery (or any part of the same) owned or provided or controlled by the Authority and to be managed by the Service Provider in performance of the Services as stipulated in paragraph 4.1.5 of the Specification, or as may otherwise be agreed between the Parties;
"Event"	means an act, event, omission, incident or circumstance;
"Exit Strategy"	means the exit strategy provided by the Service Provider and approved by the Authority as agreed in accordance with Schedule 3 (Specification) for the orderly handover of the Services from the Service Provider to the Authority or a Replacement Service Provider to be implemented in the event of the termination or expiry of the Contract howsoever arising;
"Fault"	means a fault with any Equipment (which includes a failure to meet the relevant specification for such

	Equipment as listed in Schedule 3 (Specification)) as notified by the Authority to the Service Provider;
"Financial Period Calendar"	means the period or periods set out in Schedule 4 (Charges);
"Force Majeure Event"	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
"Good Industry Practice"	means, in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgement and the making of any expenditure that would reasonably be expected from a skilled person engaged in the same type of undertaking under the same or similar circumstances and complying with all Applicable Laws;
"Holding Company"	any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;
"Indemnified Parties"	means each of the Authority and all other members of the Authority Group and each of their respective directors and other office holders, employees, contractors and sub-contractors of any tier, and agents of any of the foregoing);
"Initial Term"	the initial period during which the Contract continues in force as detailed in Schedule 1 (Key Contract Information);
"Insolvency Event"	any of the following: (a) the Service Provider making any voluntary arrangement with its creditors or becoming subject to an administration order;

- (b) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of the Service Provider;
- (c) being a company, the Service Provider having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency);
- (d) the Service Provider ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986;
- (e) being an individual or firm, the Service Provider becoming bankrupt or dying;
- (f) any similar event to those in (a) to (e) above occurring in relation to the Service Provider under the law of any applicable jurisdiction for those purposes;

"Installation"

means the installation of Equipment and/or the construction of Structures at a Car Park or site, as more particularly described in the Specification or in accordance with the Authority's requirements;

"Intellectual Property Rights"

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

"Key Performance Indicators" or "KPIs"

means the standards of performance to which the Services are to be provided by the Service Provider to the Authority as set out in Section 14 of the Specification and elsewhere in the Contract as the same may be varied, added to or replaced from time to time by the written agreement of the Parties during the continuance in force of the Contract;

"Key Personnel"

the Service Provider's key personnel named in Schedule 1 (Key Contract Information);

"Loss" or "Losses"	all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;
"Maintenance"	means Preventative Maintenance and Reactive Maintenance as more particularly described in the Specification;
"Material Default"	means any Default or any persistent Default by the Service Provider which has or, in the case of a persistent Default cumulatively has, a material adverse effect on the provision of all or any part of the Services or on the use, operation or functionality of the Equipment;
"Milestone"	an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;
"Mobilisation Deliverable"	means those deliverables identified in the Mobilisation Plan as Mobilisation Deliverables;
"Mobilisation Period"	means the period specified in Schedule 3 (Specification);
"Mobilisation Plan"	means the plan provided by the Service Provider and approved by the Authority as set out in Schedule 3 (Specification) for the orderly handover of the Services (including any preparatory works required to be carried out by the Service Provider) from the Outgoing Service Provider to the Service Provider during the Mobilisation Period;
"Obsolete Equipment"	means Equipment which is outside warranty and beyond economic repair as listed at Appendix 7 of the Specification;
"Outgoing Service Provider"	means the contractor who provided the Services immediately prior to the Service Commencement Date;
"Parking Spaces"	means the parking spaces (the numbers of which may be amended from time to time) which are allocated and demarcated in each Car Park as indicated in Appendix 1, 2, 3, 4 and 5 of Schedule 3 (Specification);

"Park Mark"	means the safer parking status awarded to parking facilities pursuant to the Safer Parking Scheme;
"Parties"	the Authority and the Service Provider (including their successors and permitted assignees) and "Party" shall mean either of them as the case may be;
"Payment Provider"	means the specialist payment platform operating company responsible for operating and maintaining the payment platform available to Customers using the Car Parks;
"PDF Invoices"	invoices in PDF (portable document format) format;
"Period"	means an Authority financial period as set out in Appendix 6 of Schedule 3 (Specification);
"Periodic Inspection"	means a planned and regular visit to the Equipment to undertake the activities outlined in section 4 of the Specification;
"Permit"	<p>means:</p> <ul style="list-style-type: none">(a) a Blue Badge parking permit, provided that it is displayed with a valid Ticket if required; or(b) a permit issued to selected Authority employees, entitling such employees to park vehicles in the Car Parks without charge, in accordance with Schedule 10; or(c) a valid Season Ticket; or(d) a deemed permit in the case of an emergency police, fire or medical vehicle acting in the course of official duty, <p>as applicable;</p>
"Personal Data"	has the meaning given to it in the Data Protection Legislation;
"Premises"	means any land, station, office or other premises (including temporary buildings) (or any part of the same) excluding the Car Parks, whether operational or otherwise, owned, leased, occupied or otherwise controlled by or behalf of the Authority, TfL or any member of the Authority Group or any of its successors in title or assigns;
"Preventative Maintenance"	means the proactive upkeep of Equipment including undertaking Periodic Inspections;

"Processing"	has the meaning given to it in the Data Protection Legislation;
"Procurement Manager"	the person named as such in Schedule 1 (Key Contract Information) and referred to in Clause 14 (Operational Management) or such other person as notified to the Service Provider by the Authority;
"Project Plan"	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5 (Project Plan), developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
"Public Procurement Termination Event"	has the meaning given to it in Clause 43.7 (Declaration of Ineffectiveness and Public Procurement Termination Event);
"Public Procurement Termination Grounds"	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
"Quarter"	means a period consisting of three or four Periods as specified by the Authority and "Quarterly" will be construed accordingly;
"Reactive Maintenance"	means unplanned maintenance in response to a Fault arising outside Preventative Maintenance;
"Rectification Plan"	means a rectification plan to be prepared by the Service Provider under Clause 28 (Other Rights and Remedies);
"Regular Maintenance"	means Preventative Maintenance and other Maintenance works as detailed in the Specification;
"Regular Maintenance Payment"	means a payment for Regular Maintenance calculated in accordance with Schedule 4 (Charges);
"Replacement Service Provider"	means any Third Party provider of Replacement Services appointed by the Authority from time to time;
"Replacement Services"	means any services which are identical or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of the Contract, whether those services are

	provided by the Authority internally or by any Replacement Service Provider;
"Reporting Period"	means a period of twenty-eight (28) calendar days, provided that: <ul style="list-style-type: none"> (a) each such period will match the reporting periods set out in the Financial Period Calendar; (b) each such period will start on the day following the last day of the preceding such period; (c) the first such period will exclude any calendar days up to but excluding the Contract Commencement Date; and (d) the last such period will be the period that ends on the date of expiry or termination of the Contract;
"Required Time for Periodic Inspections"	means the required periods during which Periodic Inspections must be carried out, as agreed between the Parties during the Mobilisation Period;
"Response Times for Emergency Faults"	means the required response times for Emergency Faults being four (4) hours;
"Safer Parking Scheme"	means an initiative of the Association of Chief Police Officers aimed at reducing crime and the fear of crime in parking facilities, as administered by the British Parking Association;
"Schedule of Rates"	means the Service Provider's rates for undertaking the Services as set out in Schedule 4 (Charges);
"Season Ticket"	means a Ticket available for a combination of days between two (2) and three hundred and sixty-five (365);
"Service Commencement Date"	the date for commencement of the Services set out in Schedule 1 (Key Contract Information);
"Service Level"	means the minimum standards of performance to which the Services (other than those to which the KPIs relate) are to be performed at all times;
"Service Provider's Information Management Systems"	means such systems employed by the Service Provider including, but not limited to, Power BI and integrated systems, IBM Cognos TM1 and Tracktik and any replacement systems;

"Service Provider Materials"	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
"Service Provider Solution"	the Service Provider's solution as set out in Schedule 3 (Specification);
"Service Provider's Personnel"	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
"Services"	<p>(a) subject to Clause 41.7 (Breach and Termination of Contract), all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 48 (Contract Variation); and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from the Contract;</p>
"Services Manager"	means the person appointed by the Service Provider under Clause 14.4 (Operational Management);
"Specification"	the specification and other requirements set out in Schedule 3 (Specification);
"Statutory Undertaker"	means any governmental or local authority or statutory undertaker with whose requirements the Authority is required to comply;
"Structures"	means any structures of whatsoever nature attached to the Car Parks (including without limitation temporary or permanent buildings, culverts, bridges, walls and pylons), including any replacement or new structures from time to time but excluding always the Equipment;
"Sub-Contractors"	means any contractors engaged by the Service Provider in connection with this Contract in

	accordance with Clause 16 (Sub-Contracting and Change of Ownership);
"Supply Chain Finance Option"	has the meaning given to it in paragraph 1 of Part B of Schedule 6 (Form of Variation);
"Tariff"	means the price at which Tickets are sold to Customers by the Service Provider;
"Term"	the period during which the Contract continues in force, including the Initial Term and any extensions;
"Termination Date"	means the date the Contract terminates or expires or the date that any of the Services are terminated;
"TfL"	Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
"Third Party"	any person who is not a Party to this Contract;
"Third Party Damage"	means Faults in relation to the Equipment only arising due to events outside of day-to-day operational wear and tear including vehicle accidents;
"Third Party Supplier"	means a supplier of services to the Authority other than the Service Provider;
"Ticket"	means any ticket issued (whether by a Ticket Machine, online or by other means) denoting that the holder is entitled to park in the Car Park;
"Ticket Machine"	means the machines at the Car Parks, which issue Tickets to Customers;
"Transparency Commitment"	means the Authority's commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority's own published transparency commitments;
"VAT"	means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature;
"Virus"	program code or set of instructions intentionally or recklessly constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations including Trojan horses, logic bombs, time bombs,

data disabling code or any similar materials of any nature;

"Working Hours"

means the period from 08:00:00 to 17:59:59 on a Business Day.

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

2. Commencement and Duration

- 2.1 The Contract commences on the Contract Commencement Date and continues in force for the duration of the Initial Term unless extended in accordance with Clause 2.2 below or terminated earlier in accordance with Clause 41 (Breach and Termination of Contract).

- 2.2 The Authority has the option, exercisable at its sole discretion, to extend the duration of this Contract for a further period of one (1) year up to a total of two (2) years by giving notice in writing to the Service Provider, provided that such notice is served at least six (6) months prior to the expiry of the Initial Term or the expiry of the current extension, if later. At least six (6) months prior to the expiry of the Initial Term or the expiry of any extension, the Service Provider shall submit a proposed annual operating cost budget for approval by the Authority and at such other times as requested by the Authority.

3. **Mobilisation**

- 3.1 The Service Provider shall at its cost and expense implement the Mobilisation Plan no later than the Contract Commencement Date and shall complete the tasks and obligations set out therein during the Mobilisation Period and by not later than the Service Commencement Date and in accordance with the Mobilisation Plan.
- 3.2 The Service Provider shall implement the Mobilisation Plan in full co-operation with the Authority and the Outgoing Service Provider to ensure the orderly and seamless handover of the Services from the Outgoing Service Provider to the Service Provider.
- 3.3 The Service Provider shall apply the same level of skill, care and diligence in the performance of its tasks and obligations under the Mobilisation Plan as it is required to apply in the provision of the Services.
- 3.4 The Service Provider shall provide the Project Plan in accordance with Schedule 5 (Project Plan).

4. **Service Provider Solution**

- 4.1 Notwithstanding that the Authority has provided the Specification set out in Schedule 3 (Specification), this does not confer upon the Service Provider any acknowledgement or acceptance by the Authority that the Service Provider Solution for delivery of the Services will be sufficient to deliver the Services in accordance with the KPIs, Service Levels and the other requirements of this Contract. The Service Provider remains solely responsible for the risk that the Service Provider Solution may not actually fulfil the requirements of this Contract.
- 4.2 The Service Provider acknowledges and accepts that, notwithstanding that the Authority has provided the Specification:
- 4.2.1 the Service Provider Solution and any other ideas, methods, concepts or theories (including any "proof of concept" synopsis, Milestone or feasibility demonstration in connection with the Services):
- 4.2.1.1 will be verifiable, verified, demonstrable, demonstrated and capable of use and used for the purposes of this Contract; and
- 4.2.1.2 satisfy the Authority's requirements as set out in the Specification; and

- 4.2.2 any Service Provider Materials provided, supplied or installed by the Service Provider under this Contract will be:
 - 4.2.2.1 fit for purpose for the provision of the Services and for all other administration, enforcement and compliance activities undertaken by the Authority, as applicable;
 - 4.2.2.2 be free from defects in design, materials and workmanship;
 - 4.2.2.3 be so formulated, designed, constructed and finished as to be safe and without risk to health; and
 - 4.2.2.4 comply with all applicable statutory and regulatory requirements and all codes of conduct, practice and guidance to the Service Provider Materials.
- 4.3 Subject to Clause 4.4, the Service Provider acknowledges and accepts that, notwithstanding that the Authority has provided the Specification:
 - 4.3.1 the Service Provider has full knowledge and understanding of the Specification and warrants that the Specification is fit for purpose for the provision of the:
 - 4.3.1.1 successful operation of the Equipment; and
 - 4.3.1.2 Services required under this Contract, and
 - 4.3.2 no fault, error or defect in the Specification will absolve the Service Provider from its obligations to provide the Services in accordance with the provisions of this Contract.
- 4.4 The Service Provider will not have any liability under Clause 4.3 to the extent that the Service Provider:
 - 4.4.1 could not reasonably be expected to have identified defects in the Specification; and/or
 - 4.4.2 has notified the Authority of defects in writing before the Contract Commencement Date; and/or
 - 4.4.3 has notified the Authority of any defects in writing in relation to a proposed change before any change requested by the Authority is implemented.
- 4.5 In the event, and only to the extent, of any conflict between the provisions of the Specification and the provisions of the Service Provider Solution, the Parties agree that the Specification will take precedence.
- 5. **The Services**
 - 5.1 The Service Provider:
 - 5.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;

- 5.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;
 - 5.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and
 - 5.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.
- 5.2 Notwithstanding anything to the contrary in the Contract, the Authority's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the Contract.
- 5.3 The Service Provider shall provide the Services:
 - 5.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 5.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
 - 5.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner;
 - 5.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed; and
 - 5.3.5 in accordance with all Applicable Laws.
- 5.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.
- 5.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 5.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.

- 5.7 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1 (Key Contract Information), the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.
- 5.8 To the extent that the Service Provider undertakes or is responsible for any design or specification in the performance of the Services, or any variation to the Services, or additional variation to the Contract, the Service Provider warrants to the Authority that it has exercised and will exercise all reasonable skill, care and diligence to be expected of a suitably qualified and competent professional designer of the appropriate discipline experienced in undertaking works, design and specification of a similar nature, size, scope and complexity and at a similar site or at a similar location to those undertaken or assumed by the Service Provider.
- 5.9 The Service Provider will provide the Services such that the condition of the Structures and Equipment and the Car Parks at any time during the Term will meet the requirements set out in the Specification and the Contract.
- 5.10 During the Term, the Service Provider will:
- 5.10.1 operate a formal quality management system that is ISO9001 compliant or is equivalent thereto and this system must be registered with an approved certification authority;
 - 5.10.2 comply with all requirements, guidelines and codes of conduct issued by the British Parking Association from time to time; and
 - 5.10.3 be and remain accredited with ISO14001 or a similar environmental standard approved by the Authority.
- 5.11 Safer Parking Scheme:
- 5.11.1 Without prejudice to any other obligations under the Contract, the Service Provider shall at its cost and with the prior written authorisation of the Authority, conduct such repairs, maintenance and/or upgrades to each Car Park as are required in order for each Car Park to satisfy and maintain the requirements of the Safer Parking Scheme.
 - 5.11.2 The Service Provider shall ensure that the Park Mark is retained in respect of each Car Park for the Term.
 - 5.11.3 For the avoidance of doubt, nothing in this Clause 5.11 will entitle the Service Provider to bind or commit the Authority to any obligations or liabilities in respect of the Safer Parking Scheme and the Service Provider will be responsible for compliance with all obligations necessary to maintain the Park Mark as required by this Clause 5.11 and for all liabilities in respect thereof.
- 5.12 The Service Provider will at all times co-operate and co-ordinate its performance of the Services with the performance of the services performed by the Payment Provider.

- 5.13 The Service Provider will where required and/or necessary co-operate with and co-ordinate its performance of the Services with the performance of any services performed and/or provided by any Third Party to or for the Authority (or any member of the Authority Group) or otherwise in respect of the Car Parks, Premises or Authority Network. The Service Provider will supply such information and provide such access to the Car Parks as may reasonably be required by such Third Parties to enable them to provide such services, subject only to first seeking the Authority's written notification of what may and may not be supplied to such Third Party. The Service Provider will not interfere or delay any such Third Party in the performance of such services.
- 5.14 The Service Provider will, at its own cost, as part of the Services submit a written report to the Authority within ten (10) Business Days of each anniversary of the Contract Commencement Date, which will identify:
- 5.14.1 the emergence of any relevant new and evolving technologies and/or processes which could improve the Equipment or Services;
 - 5.14.2 new or potential improvements to the Equipment or Services including the quality and responsiveness of the Equipment or Services or the procedures used to perform the Services;
 - 5.14.3 any developments that may reduce the cost of providing the Services;
 - 5.14.4 an analysis of the impact of any technologies, processes, improvements and/or developments that are proposed in relation to the Equipment or Services, including analyses of the costs of and timescale for, effecting such changes and the impact on the availability of the Equipment and the provision of the Services; and
 - 5.14.5 details of the new performance mechanisms (including KPIs and Service Levels) that should be implemented if any technologies, processes, improvements and/or developments are implemented in relation to the Equipment or Services.

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 48 (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.

- 5.15 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.
- 5.16 The Service Provider shall be responsible for determining the requirements of the Statutory Undertakers in connection with the Services and for complying with the same. The Service Provider is not entitled to rely upon any survey, report or other information prepared by or on behalf of the Authority or as set out in this Contract regarding Statutory Undertakers and the Authority makes

no representation or warranty as to the accuracy or completeness of any such survey, report or information. Without limitation, the Service Provider shall:

- 5.16.1 identify with any Statutory Undertaker any measures which need to be taken as a consequence of the Services or in order to carry out the Services;
 - 5.16.2 agree with each relevant Statutory Undertaker a specification for the measures which need to be undertaken and determine by whom those measures are to be undertaken;
 - 5.16.3 liaise with the Authority regarding the orders which need to be placed by the Authority with Statutory Undertakers in connection with those measures which have been identified or any other measures or requirements which become necessary as a consequence of or to facilitate the Services;
 - 5.16.4 manage delivery of any measures to be undertaken by the Statutory Undertakers and co-ordinate with all Statutory Undertakers the taking of those measures and the execution of the Services;
 - 5.16.5 and the Authority shall pay the Statutory Undertaker's allowable costs in respect of these measures;
 - 5.16.6 take into account and allow in any programme required under this Contract the requirements of this Clause 5.16;
 - 5.16.7 take responsibility for the Statutory Undertakers and is not entitled to any additional time for completion of the Services and/or any additional payment in respect of the Services arising from any act, omission, failure or default of any Statutory Undertaker.
- 5.17 Any innovations shall be agreed between the Parties in accordance with Schedule 7 (Innovation).

6. **Service Provider Facilities**

- 6.1 The Service Provider will establish and maintain appropriate facilities for performing the Services and carrying out its obligations under this Contract. Such facilities will be maintained and upgraded during the Term to meet the Service Provider's obligations and the requirement to improve the level of service provided under this Contract. The Service Provider's facilities will be so located as to allow the Service Provider to meet the required response times set out in this Contract.
- 6.2 The Service Provider's facilities will have adequate facilities for receiving the Authority's reports of Faults, hosting the parts of the Equipment specified in Schedule 3 (Specification) and for the storage of equipment required in respect of all Services to be undertaken by the Service Provider under this Contract in accordance with the requirements set out in the Specification. In respect of the Equipment, the Service Provider shall:
 - 6.2.1 hold the Equipment on a fiduciary basis as the Authority's contractual bailee;

- 6.2.2 host the Equipment separately from all other equipment of the Service Provider or any Third Party in such a way that it remains readily identifiable as the Authority's property;
 - 6.2.3 maintain the Equipment in satisfactory condition insured on the Authority's behalf for its full price against all risks to the reasonable satisfaction of the Authority; and
 - 6.2.4 make the Equipment available for inspection by the Authority or its agents at any reasonable time.
- 6.3 All costs in establishing, maintaining and upgrading the Service Provider's facilities pursuant to this Clause 6 will be borne by the Service Provider.

7. **Management of Operational Data**

- 7.1 The Service Provider hereby grants to the Authority a non-exclusive, royalty free licence to use the Service Provider's Information Management Systems as reasonably required by the Authority for the purposes of this Contract.
- 7.2 The Service Provider shall import the following data-feeds into the TM1 database for the Authority:
 - VP-Pro;
 - ANPR camera data (fed via VP-Pro);
 - Parking equipment data (data-source: Merchant ID settlement data, such as Sagoss);
 - Parking Charge Notice payment data (data source: VP-Pro enforcement solution); and
 - Payment Provider purchase data (data source: for example, PayByPhone third party integration).

The Service Provider's Information Management Systems, to be provided by the Service Provider will be used by the Service Provider for the purposes of operational reporting, managing, and monitoring the Equipment under this Contract:

- 7.2.1 for notifications (including instructions) both to and from the Service Provider and to Third Parties, including:
 - 7.2.1.1 notification of Faults and the progress and completion status for Maintenance;
 - 7.2.1.2 notification by the Service Provider to the Authority of a requirement for emergency works required to make a Car Park safe following Third Party Damage; and
 - 7.2.1.3 automatic notification to relevant Third Parties of Faults;

7.2.2 as an asset database to contain details of all Equipment installed or to be installed under this Contract and asset management data and statistics, including:

- 7.2.2.1 all Car Park configuration data including all dates and times of changes;
- 7.2.2.2 Fault logs (including Fault details, delays in repair, engineer attendance times and all rectification activities);
- 7.2.2.3 Periodic Inspection schedules, attendance activities and records; and
- 7.2.2.4 Contract details.

7.2.3 to generate reports, including:

Overall reports

- 7.2.3.1 annual and quarterly management reports;
- 7.2.3.2 periodic performance reports; and
- 7.2.3.3 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

- 7.2.3.4 asset rollout reports including deployment by type;
- 7.2.3.5 management reports (general overview of reports on the Service Provider's performance);
- 7.2.3.6 Fault rates during a specified period at a specified interval;
- 7.2.3.7 the number of Faults per category of Equipment during a specified period at a specified interval;
- 7.2.3.8 the number of Faults rectified during a specified period at a specified interval; and
- 7.2.3.9 KPIs during a specified period at a specified interval (trend) with the ability to aggregate KPIs by Car Park, Equipment, or specified status flag;

Asset management reports

- 7.2.3.10 Fault trend analysis reports (used to highlight Fault trends to the Authority to deliver improved Maintenance and procurement practices);
- 7.2.3.11 lifetime management reports (used to plan technology procurement, remedial and replacement requirements,

Maintenance management regimes and whole life cost management); and

7.2.3.12 obsolescence reports (used to plan technology spares, remedial and replacement requirements);

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

7.3 The Service Provider will throughout the Term:

7.3.1 provide and maintain and develop the Service Provider's Information Management Systems including both the software and hardware within Service Provider's firewall;

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

7.3.3 enter all Car Park configuration data into the Service Provider's Information Management Systems and control changes to the Service Provider's Information Management Systems configuration data;

7.3.4 enter Faults into the Service Provider's Information Management Systems;

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

7.3.6 distribute and control client software and documentation;

7.3.7 monitor the Service Provider's Information Management Systems usage;

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

7.3.9 manage daily system back-ups;

7.3.10 carry out data archiving;

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

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

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

- 7.4 The Service Provider will throughout the Term:
- 7.4.1 verify the accuracy of data in the Service Provider's Information Management Systems relating to the Equipment 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;
 - 7.4.2 provide accurate data relating to the Services and to enter all Faults and times of repairs into the Service Provider's Information Management Systems in a timely fashion;
 - 7.4.3 maintain appropriate firewalls and security controls to maintain the integrity of the Service Provider's Information Management Systems and prevent unauthorised access. The Service Provider will not issue or disclose any data from the Service Provider's Information Management Systems to any Third Party without the Authority's prior written consent; and
 - 7.4.4 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.
- 7.5 The Service Provider will use all reasonable endeavours to rectify faults in the Service Provider's Information Management Systems within four (4) hours of the fault being reported to the Service Provider or coming to its attention during Working Hours.
- 7.6 In the event of a Failure of the Service Provider's Information Management Systems the following provisions will apply:
- 7.6.1 during the first twenty-four (24) hours of a Failure:
 - 7.6.1.1 the Service Provider will report any Fault updates by email or, in extreme conditions, by telephone to the Authority; and
 - 7.6.1.2 the Service Provider will enter Clears onto the Service Provider's Information Management Systems retrospectively when the Service Provider's Information Management Systems 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 Systems at the time to enable the KPIs to be measured. The Clear confirms date cannot be altered and defaults to the Equipment date and time. Therefore, when confirming the Clear, the Service Provider will verify that the Service Provider's Information Management Systems 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 Systems, the Service Provider must provide copies of all completed Clear forms to the Authority;

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

7.6.2.1 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 7.6.1 and Clears will be processed in the same manner; and

7.6.2.2 the operators will process the Faults in the normal manner on reinstatement of the Service Provider's Information Management Systems and the Service Provider will enter Clears as described in Clause 7.6.1.2.

7.6.3 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.

7.6.4 For the purposes of this Clause 7.6, a Failure is defined as a problem or system failure with hardware or software that causes the Service Provider's Information Management Systems or the service to become unavailable.

8. Charges and Budget

8.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 9 (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.

8.2 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.

8.3 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.

8.4 If the Services are not supplied in accordance with the KPIs (as detailed in Schedule 3 (Specification)), a withholding to be 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.

8.5 The Service Provider shall provide the Services in accordance with the annual operating cost budget that is appended at Schedule 8 (subject to any variation agreed pursuant to Clause 48 and Schedule 6).

9. **Payment Procedures and Approvals**

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

9.1.1 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

9.1.2 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.

9.2 The Service Provider shall submit:

9.2.1 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

9.2.2 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.

9.3 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.

9.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 9, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:

9.4.1 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 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1 (Key Contract Information);

9.4.2 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.

- 9.5 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:

9.5.1 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

9.5.2 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 30 (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.

- 9.6 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.

- 9.7 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.

10. **Recovery of Sums from the Service Provider**

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

- 10.1 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 or any defect in any replacement parts supplied, they may call upon the Service Provider to return to the relevant Car Park to remedy such defect or malfeasance or replace such defective parts and such remedial works will be carried out at no further cost to the Authority.

11. **Tariffs**

- 11.1 The Service Provider shall ensure that Tickets are available for sale from Ticket Machines at the Car Parks and by other means set out in the Specification at all times during the Term (together with the payment options set out in the Specification) and shall attend to the maintenance, cleaning, cash collection and all other obligations set out in the Contract.
- 11.2 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.
- 11.3 Changes to the Tariffs:
- 11.3.1 The Authority may from time to time increase or decrease the Tariffs in its discretion. The Authority shall notify the Service Provider in advance of any change to the Tariffs and the date upon which the change to the Tariffs shall take effect.
- 11.3.2 The Service Provider shall notify Customers of any changes to the Tariffs and shall ensure that any necessary and consequent adjustments to the Ticket Machines and signage in the Car Parks are made to reflect any adjustment to the Tariffs in accordance with this Clause 11.3.
- 11.3.3 The cost (including signage, 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 Price.

12. **Warranties and Obligations**

- 12.1 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:
- 12.1.1 the Service Provider:
- 12.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents to enter into and to perform the Contract; and
- 12.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and
- 12.1.1.3 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;

- 12.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
- 12.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification;
- 12.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person;
- 12.1.5 at all times, it shall comply with all health and safety laws and regulations, including but not limited to the Health and Safety at Work etc Act 1974, and that the Services will be carried out in accordance with such laws and regulations and free from any unreasonable or reasonably avoidable risk to the health and well-being of persons using, operating or subsequently maintaining the Equipment or using the Car Parks, or of any other person, and in a safe, economic and efficient manner and free from any unreasonable or reasonably avoidable risk of pollution, nuisance, interference or hazard;
- 12.1.6 it will maintain all Equipment and Structures (including any replacements thereof) and materials used for the performance of the Services in good working order for the Term and in accordance with the Specification and will ensure that all materials and/or goods supplied under the Contract used or replaced by the Service Provider 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 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, materials and goods;
- 12.1.7 it shall ensure that the benefit of any and all warranties which it receives in respect of any and all equipment, materials or works procured by the Service Provider and incorporated into Equipment and Structures are passed on to the Authority Group such that the Authority Group can enforce those warranties directly against the provider of such warranties;
- 12.1.8 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 systems, data, software or Confidential Information (held in electronic form) owned by or under control of, or used by, the Authority;
- 12.1.9 it has obtained or has made arrangements to ensure that it will obtain all necessary registrations, consents, licences, approvals and permissions to enable it to carry out the Services and will throughout

the Term obtain and maintain all further and other necessary consents, licences and permissions to enable it to carry out the Services; and

- 12.1.10 all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
- 12.2 Subject to the Specification and any changes to it, the Service Provider warrants that to the extent the Service Provider either is obliged to specify or approve products or materials for use in relation to the Services or any variation to the Services or any capital works instructed pursuant to Clause 20 (Capital Works) or does so specify or approve, the Service Provider does not specify, approve or use any products or materials which are generally known within the construction industry to be deleterious at the time of use in the particular circumstances in which they are used, or those identified as potentially hazardous in or not in conformity with relevant British or European Standards or Codes of Practice.
- 12.3 Additional warranties:
- 12.3.1 If the Service Provider agrees with the Authority to supply (including by way of upgrade, replacement or renewal) any equipment which, pursuant to Clause 24.3, is deemed following Installation to be Equipment (including any part thereof), the Service Provider will be responsible for making good at its own cost and with all possible speed any defect in or damage to such Equipment which may develop or be notified to the Service Provider during a period of twelve (12) calendar months ("**Warranty Period**") from the date of Installation of the relevant Equipment and which arises either from:
- 12.3.1.1 defective materials, workmanship or design; or
 - 12.3.1.2 non-compliance with the Specification or the requirement to be fit for purpose; or
 - 12.3.1.3 any act, omission or failure of the Service Provider during such Warranty Period.
- 12.3.2 If any such defect or damage is not remedied within a reasonable time (and in any event within one (1) month of the damage or defect arising), the Authority may proceed to execute remedial works at the Service Provider's risk and expense, and deduct the cost thereof from any monies due to the Service Provider or recover the same as a debt due, provided that the Authority gives the Service Provider seven (7) days written notice prior to executing such works, of its intention to do.
- 12.4 Each warranty and obligation in this Clause 12 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.

- 12.5 If in the performance of its duties under the Contract, the Service Provider becomes aware that it or any other person has specified or used, or authorised or approved the specification or use by others of, any such products or materials, the Service Provider will notify the Authority in writing immediately. This Clause 12.5 does not create any additional duty for the Service Provider to inspect or check the work of others which is not required by the Contract.
- 12.6 The Service Provider shall remedy any breach of the warranties or obligations in this Clause 12 in accordance with Clause 41 (Breach and Termination of Contract). Any failure to remedy a breach of a warranty in accordance with Clause 41 (Breach and Termination of Contract) 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 41 (Breach and Termination of Contract).
- 12.7 Within fourteen (14) days of a request from the Authority in respect of services provided by a Sub-Contractor as procured by the Service Provider, the Service Provider shall deliver to the Authority a collateral warranty executed as a deed materially in the form attached at Schedule 9 in favour of any member of the Authority Group notified to the Service Provider.

Where the terms of a collateral warranty grant the recipient a right to stand as substitute for the Authority, then as between the Service Provider and the Authority, upon such recipient of the collateral warranty serving the requisite notice, the Service Provider shall treat the said recipient as standing in substitution for the Authority and the Authority shall not raise any objection to such substitution. Without prejudice to the obligations of the Service Provider to the Authority and to the rights of the Authority, the Authority is not obliged to make any payment to the Service Provider if (and for so long as) the Service Provider fails within the time limit specified above to deliver such warranties duly executed provided always that the Authority notifies the Service Provider of the identity of the relevant beneficiaries.

- 12.8 The provisions of this Clause 12 will continue notwithstanding termination of this Contract.

13. Liability

- 13.1 Neither Party excludes or limits liability to the other Party for:

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

13.1.2 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

13.1.3 for fraud (including fraudulent misrepresentation); or

13.1.4 any other matter in respect of which, as a matter of law, liability cannot be excluded or limited.

13.2 The Service Provider does not exclude, or limit its liability in any way, in respect of liability arising out of or in connection with:

13.2.1 Clause 33.14 (Data);

13.2.2 Clause 34.8 (Intellectual Property Rights);

13.2.3 any breach of the Service Provider's obligations in Clause 37 (Confidentiality and Announcements); or

13.2.4 Clauses 42.2 and 42.3 (Consequences of Termination).

13.3 Exclusion of consequential losses:

13.3.1 Subject to, and without prejudice to, any indemnities contained within this Contract and Clauses 13.3, 13.2 and 13.3.2, 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.

13.3.2 Notwithstanding the provisions of Clause 13.3.1, 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:

13.3.2.1 any loss of Car Park Revenue;

13.3.2.2 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);

13.3.2.3 any costs incurred by the Authority in connection with the termination of this Contract by the Authority under Clauses 41 (Breach and Termination of Contract), including those costs set out in Clause 42 (Consequences of Termination or Expiry);

13.3.2.4 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

13.3.2.5 any loss or liability (including payment of service credits) that the Authority suffers/ becomes liable for under any

agreement with any Third Party as a result of any act or omission of the Service Provider.

13.4 Subject to the provisions of Clauses 13.1, 13.2 and 13.3, 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:

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

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

13.4.3 in respect of loss and/or damage caused by the Service Providers Materials, to [REDACTED] and [REDACTED]

13.4.4 in respect of liability to a Third Party including arising under Clause 31, to [REDACTED]; and

13.4.5 where the loss does not fall within the limitations in Clauses 13.4.1, 13.4.2, 13.4.3 or 13.4.4, 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 13.1 or 13.2, will not be taken into account in assessing whether the financial limits in this Clause 13.4 have been reached.

13.5 Subject to the provisions of Clauses 13.1 and 13.3, 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 [REDACTED].

13.6 This Clause 13 will not affect any entitlement to injunctive relief and/or specific performance.

14. **Operational Management**

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

14.2 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:

14.2.1 variations to the Contract;

14.2.2 any matter concerning the terms of the Contract; and

- 14.2.3 any financial matter (including any issues in Schedule 4 (Charges)), which shall be referred to the Procurement Manager.
- 14.3 The Service Provider will comply with the requirements as to contract management set out in Schedule 11 (Contract Quality, Environmental and Safety Considerations). The Service Provider's obligations under Schedule 11 (Contract Quality, Environmental and Safety Considerations) are in addition to and will not limit its obligations under the other provisions of the Contract.
- 14.4 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, a significant part of which will be in the maintenance of the Equipment of a practical nature. 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 Services 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.
- 14.5 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.
- 14.6 The Services Manager shall be responsible for:
- 14.6.1 ensuring that the Key Personnel are actively involved in the Services;
 - 14.6.2 diligently supervising the performance of the Services;
 - 14.6.3 being available to the Authority to resolve any issues arising in connection with the Contract or the Services;
 - 14.6.4 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
 - 14.6.5 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 37 (Confidentiality and Announcements)).
- 14.7 The Authority will promptly inform the Service Provider of any change in the Procurement Manager or the Contract Manager during the Term.
- 14.8 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.

- 14.9 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.
- 14.10 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.
- 14.11 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.

15. **Service Provider's Personnel**

- 15.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Service Commencement Date or the expiry or termination of this Contract.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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).

- 15.6 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 15.3 (Service Provider's Personnel) shall apply to the proposed replacement personnel.
- 15.7 Notwithstanding Clause 15.1 (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 reasonably allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 15.5 (Service Provider's Personnel).
- 15.8 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.
- 15.9 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).
16. **Sub-Contracting and Change of Ownership**
- 16.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refused or granted subject to such conditions as the Authority sees fit.
- 16.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 16.2.1 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;
 - 16.2.2 be responsible for payments to that person;
 - 16.2.3 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;
 - 16.2.4 objectively monitor the performance of such persons and place them on a tiered system of performance;
 - 16.2.5 ensure that it has the ability to, and does, audit such persons from time to time (or as requested by the Authority) and notifies the Authority of the results of such audits;
 - 16.2.6 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;

- 16.2.7 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), 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;
- 16.2.8 promptly notify the Authority in writing of any change to the information notified under Clause 16.2.7 (Sub-Contracting and Change of Ownership) and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);
- 16.2.9 without prejudice to the provisions of Clause 21 (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;
- 16.2.10 include a term in each sub-contract (of any tier):
 - 16.2.10.1 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;
 - 16.2.10.2 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;
 - 16.2.10.3 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
 - 16.2.10.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 16.2.10.3 above in any sub-contract it awards.

- 16.3 If a sub-contractor fails to comply with the Specification and/or any of the terms of the Contract, the Service Provider shall not source the Services from such sub-contractor for the purpose of the Contract, if so directed by the Authority.
- 16.4 The Service Provider shall give notice to the Authority within ten (10) Business Days where:
- 16.4.1 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
- 16.4.2 (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 16.4.1 – 16.4.2 above, the Authority shall have the right to terminate the Contract.

17. **Conflict of Interest**

- 17.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any 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.
- 17.2 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 41.2.2 (Breach and Termination of Contract).

18. **Access to Premises and Assets**

- 18.1 Subject to Clause 15.5 (Service Provider's Personnel) any access to any Car Parks, Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:
- 18.1.1 have the use of such Car Parks, Premises or Authority Assets as licensee and shall not have or purport to claim any sole or exclusive

right to possession or to possession of any particular part of such Premises;

- 18.1.2 vacate such Car Parks, Premises or Authority Assets upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
 - 18.1.3 not exercise or purport to exercise any rights in respect of any Car Parks, Premises or Authority Assets in excess of those granted under this Clause 18.1;
 - 18.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 18.1.5 not damage the Car Parks, Premises or Authority Assets or any assets at the Car Parks Premises or Authority Assets;
 - 18.1.6 comply with any proper and reasonable regulations made by the Authority relating to access to and use of the Car Parks, Premises or Authority Assets;
 - 18.1.7 at all times comply with all applicable security and health and safety precautions, policies and procedures of the Authority from time to time in respect of the Car Parks, Premises or Authority Assets;
 - 18.1.8 not create any nuisance, annoyance, damage or disturbance in relation to its use of and access to the Car Parks, Premises or Authority Assets;
 - 18.1.9 not bring any hazardous materials onto the Car Parks, Premises or Authority Assets;
 - 18.1.10 not construct any buildings on the Car Parks, Premises or Authority Assets or make any alterations to the Car Parks, Premises or Authority Assets, save as expressly authorised by the Authority in writing in accordance with the Contract; and
 - 18.1.11 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or the Service Provider's Personnel in the performance of the Services.
- 18.2 Subject to the provisions of the Contract, the Authority hereby grants a royalty-free, revocable, non-transferable, non-exclusive licence to the Service Provider to access the Car Parks to the extent reasonably necessary for the proper performance of the Services in accordance with the Contract which shall include the right to enter the Car Parks and install and replace the Equipment, Structures and such apparatus at the Car Parks as may be necessary for the proper performance of the Services.
 - 18.3 The Service Provider and the Service Provider's Personnel will not be permitted access to the Premises without the prior consent of the Authority.

Such access, if granted, will be subject to the rights of the owners, occupiers and managers of the Premises. The Authority may refuse or withdraw access to the Service Provider or the Service Provider's Personnel in respect of the Premises at any time without any liability to the Service Provider in respect thereof. The Service Provider will provide a list of the names and addresses of all Service Provider's Personnel who may, in the performance of this Contract, require access to any Premises operated by or on behalf of the Authority, specifying the capacity in which they are acting and giving such other particulars as the Authority may reasonably require.

- 18.4 Nothing in this Clause 18 shall give the Service Provider exclusive possession of any part of the Premises or the Car Parks, nor create or be deemed to create the relationship of landlord and tenant or otherwise grant any rights of possession or control in respect of any Premises or the Car Parks between the Service Provider and any member of the Authority Group.
- 18.5 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1 (Key Contract Information).
- 18.6 For the avoidance of doubt, the Authority and its authorised representatives shall have the right to access and enter the Car Parks at any time including for the purposes of inspecting the performance of the Services, accessing the Premises or Authority Network and/or conducting any works from time to time.
- 18.7 Notwithstanding the provisions of Clauses 18.1 and 18.2, the legal possession and control of the Premises, Car Parks and Authority Assets shall at all times remain vested in and retained by the Authority. The Service Provider and the Service Provider's Personnel shall not be entitled to use the Premises, Car Parks or Authority Assets to the exclusion of the Authority or other authorised by them. The Service Provider shall not impede the Authority or its employees, contractors and agents in the exercise by the Authority of its rights of possession and control of the Premises, Car Parks or Authority Assets.
- 18.8 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). As set out in Schedule 3 (Specification), the Service Provider shall consistently seek the most operationally efficient and highest revenue-generating use of space within each of the Car Parks.

19. Repair, Maintenance and Cleaning

- 19.1 The Service Provider shall maintain and service the Car Parks and any Structures on the Car Parks used in the administration of a Car Park or by the Service Provider in the provision of the Services, so that they are fully functioning, safe and tidy in accordance with the requirements of the Specification and the terms of the Contract. Without prejudice to the generality of this obligation, the Service Provider shall supply in writing and in advance to the Authority and implement programmes of cleaning, painting and safety inspections in accordance with the Specification.

- 19.2 Without limitation of its obligations contained elsewhere in the Contract, the Service Provider shall keep the Structures and Equipment safe and ensure that the Structures and Equipment are maintained in good condition and working order and serviced regularly by a qualified technician, during the Term of the Contract. The Service Provider shall further ensure that upon the Termination Date, the Structures and Equipment shall be fully functioning, in good working order and condition and in substantially the same condition as they were at the Service Commencement Date (or the date of installation if later), reasonable wear and tear excluded.
- 19.3 The Authority shall have the right to step-in and deal with any unsafe Car Parks, Structures or Equipment (as determined by the Authority) which the Service Provider is obliged to keep safe under the Contract but which the Service Provider has not made safe within such reasonable period of time as the Authority may determine in its discretion. The Authority's costs in rendering the Car Parks, Structures or Equipment safe as a result of this Clause 19 shall be promptly reimbursed by the Service Provider and, in any event, within thirty (30) days of the Authority's invoice therefore.
- 19.4 If any damage or loss is caused by the Service Provider or the Service Provider's Personnel to the:
- 19.4.1 Car Parks, Structures or Equipment or any property in the Car Parks, the Service Provider shall at its cost repair any such damage or replace any such loss as soon as is reasonably practicable to the reasonable satisfaction of the Authority; or
- 19.4.2 Premises or Authority Network or any property in the Premises or Authority Network, the Authority will be entitled to:
- 19.4.2.1 repair, or appoint a Third Party to repair, such damage or replace such loss; or
- 19.4.2.2 notify the Service Provider that the Service Provider will be required to repair any such damage or replace any such loss as soon as is reasonably practicable to the reasonable satisfaction of the Authority, provided that the Authority has permitted access to the relevant property in order to carry out such repairs or replacement.
- The Authority's costs arising under Clause 19.4.2 shall, at the Authority's discretion be set off against Charges otherwise due or shall be promptly reimbursed by the Service Provider and, in any event, within thirty (30) days of the Authority's invoice therefore.
- 19.4.3 The Service Provider shall implement procedures such that it is able to demonstrate to the Authority that it is complying with its obligations under this Clause 19.
- 19.5 The Authority will inform the Service Provider that a Fault exists in accordance with the provisions set out in the Specification, including the location of the Fault, a description of the Fault, the time of notification and the time the Fault was first observed. The Service Provider will determine the appropriate action

to take in response to the Fault report in order to comply with the relevant KPIs.

- 19.6 The Service Provider will attend all reported Faults, undertake the appropriate action and inform the Authority accordingly.

20. Capital Works

- 20.1 The Authority may, in its discretion, from time to time require the Service Provider to carry out capital works at the Car Parks (a "Variation"). The Authority will issue a Variation Procedure Form to the Service Provider in accordance with Schedule 6 (Form of Variation) and the Parties shall comply with the provisions of Schedule 6 (Form of Variation) in respect thereof. For the avoidance of doubt, the Authority shall not be under any obligation to request any capital works from the Service Provider.

21. Compliance with Policies and Law

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

21.1.1 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 have been provided by TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 11 (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;

21.1.2 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 21.1.2;

21.1.3 without limiting the generality of Clause 21.1.2, shall comply with all relevant enactments in force from time to time relating to

discrimination in employment and the promotion of equal opportunities;

21.1.4 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;

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

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

21.1.5.2 eliminate unlawful discrimination; and

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

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

21.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority's duties referred to in Clauses 21.1.4 – 21.1.5 as are relevant to the Contract and the Service Provider's activities;

21.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 21.1.4 – 21.1.5;

21.1.6.3 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 21.1.4 – 21.1.5;

21.1.6.4 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 21.1.6 as if the sub-contractor were in the position of the Service Provider;

21.1.6.5 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 21.1.6. 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 21.1.6; and

21.1.6.6 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.

21.1.7 without prejudice to any other provision of this Clause 21.1 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 21.1.7, "Traffic Manager" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;

21.1.8 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;

21.1.9 without limiting the generality of Clause 21.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it; and

21.1.10 where applicable to the Service Provider and without limiting the generality of Clause 21.1.2, 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 21.1 shall be borne by the Service Provider.

21.2 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:

21.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

21.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;

21.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and

21.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Work Related Road Risk

21.3 For the purposes of Clauses 21.3 to 21.12 (inclusive) of this Contract, the following expressions shall have the following meanings:

"Alternative Scheme"	has the meaning given to it in Clause 21.4.1;
"Approved Progressive Driver Training"	an ongoing programme of Drivers' training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist's perspective), which is required to be completed at least once every five (5) years;
"Car-derived Van"	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
"Category N2 HGV"	a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;
"Category N3 HGV"	a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
"CLOCS Standard"	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can be found at: www.clocs.org.uk ;
"Collision Report"	a report detailing all collisions during the previous twelve (12) months involving injuries to persons or fatalities;
"Delivery and Servicing Vehicle"	a HGV, a Van or a Car-derived Van;
"Direct Vision Standard" or "DVS"	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
"Driver"	any employee of the Service Provider (including an agency or contracted driver), who operates

Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;

"FORS"

the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;

"FORS Standard"

the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk;

"Gold Accreditation"

the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk;

"HGV"

a vehicle with a MAM exceeding 3,500 kilograms;

"MAM"

the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road;

"Silver Accreditation"

the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at: www.fors-online.org.uk;

"Van"

a vehicle with a MAM not exceeding 3,500 kilograms; and

"WRRR Self-Certification Report"

has the meaning given to it in Clause 21.10.

Fleet Operator Recognition Scheme Accreditation

21.4 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, it shall within ninety (90) days of the Contract Commencement Date:

21.4.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the "**Alternative Scheme**"); and

21.4.2 (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative

Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

- 21.5 The Service Provider shall ensure that every HGV, which it uses to provide the Services, shall be fitted with safety features consistent with the FORS Silver Accreditation.

Construction Logistics and Community Safety (CLOCS)

- 21.6 Where applicable, for works contracts exceeding a value of one million pounds (£1,000,000):

21.6.1 the Service Provider shall comply with the CLOCS Standard; and

21.6.2 the Service Provider shall ensure that the conditions at all sites and locations where:

21.6.2.1 the Services are being delivered; or

21.6.2.2 in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

are appropriate for each Category N3 HGV being used in the provision of the Services.

Direct Vision Standard (DVS)

- 21.7 Where applicable, for contracts exceeding a value of one million pounds (£1,000,000) where the duration will exceed twelve (12) months and a significant amount of the work will be conducted within the GLA boundaries:

21.7.1 the Service Provider shall comply with the DVS Schedule attached to this Contract; and

21.7.2 the Service Provider shall ensure that:

21.7.3 from and including 1 March 2020, all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and

21.7.4 from and including 26 October 2023, all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

- 21.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers attend the Approved Progressive Driver Training throughout the Term of the Contract.

Collision Reporting

- 21.9 Where the Service Provider operates Delivery and Servicing Vehicles to deliver the Contract, the Service Provider shall within fifteen (15) days of the Contract Commencement Date, provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report within five (5) Business Days of a written request from the Authority at any time.

Self-Certification of Compliance

- 21.10 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within ninety (90) days of the Contract Commencement Date, the Service Provider shall provide a written report to the Authority detailing its compliance with Clauses 21.4, 21.5, 21.6, 21.7, 21.8 and 21.9 (as applicable) of this Contract (the "WRRR Self-Certification Report"). The Service Provider shall provide updates of the WRRR Self-Certification Report to the Authority on each six (6) month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Service Provider Regarding Sub-contractors

- 21.11 The Service Provider shall ensure that those of its sub-contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to provide the Services shall comply with the corresponding provisions of this Contract:

21.11.1 Clauses 21.4, 21.8, 21.9 and 21.10; and

21.11.2 for Category N2 HGVs – Clause 21.5; and

21.11.3 for Category N3 HGVs – Clauses 21.5, and, where applicable 21.6 and 21.7,

as if those sub-contractors were a party to this Contract.

Failure to Comply

- 21.12 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 21.4, 21.5 (where applicable), 21.6 (where applicable), 21.7 (where applicable), 21.8, 21.9, 21.10 and 21.11;

21.12.1 the Service Provider has committed a material breach of this Contract;
and

21.12.2 the Authority may refuse the Service Provider, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Authority for any purpose (including but not limited to deliveries).

22. **London Living Wage**

For the purposes of this Clause 22, the following expressions have the corresponding meanings:

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

22.1 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 22.3.1.

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

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

22.2.1.1 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

22.2.1.2 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;

22.2.2 ensure that none of:

22.2.2.1 its employees; nor

22.2.2.2 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;

22.2.3 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):

22.2.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under this Clause 22; and

22.2.3.2 reasonable evidence that this Clause 22 has been implemented;

22.2.4 disseminate on behalf of the Authority to:

22.2.4.1 its employees; and

22.2.4.2 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

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

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

22.2.5.2 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 22.3.1 have been complied with.

22.3 For the avoidance of doubt the Service Provider shall:

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

22.3.2 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.

22.4 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.

- 22.5 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 22 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 22 following the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Contract.

23. **Corrupt Gifts and Payment of Commission**

- 23.1 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.
- 23.2 The Authority will have the right to audit any and all such records necessary to confirm compliance with Clause 23.1 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 23.1 will entitle the Authority to terminate this Contract and any other contracts between the Service Provider and the Authority forthwith.

24. **Structures, Equipment and Service Provider Materials**

- 24.1 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.
- 24.2 The Service Provider shall ensure that all Service Provider Materials meet all minimum safety standards required from time to time by law.
- 24.3 The Structures and Equipment are and shall remain the property of the Authority and the Service Provider shall not gain any title, right or interest therein. Title in any additional or replacement equipment supplied or installed or structures constructed by the Service Provider shall pass to the Authority upon the date of Installation in respect of such equipment (whereupon it shall be deemed to be "Equipment"). The risk in the Structures and Equipment shall pass to the Service Provider on the Contract Commencement Date or installation date in accordance with Clause 24.5, whichever is the later, and shall remain with the Service Provider until the Termination Date.
- 24.4 With effect from the Service Commencement Date and for the duration of the Contract, or as set out in this Clause 24, the Authority hereby grants to the Service Provider the right to use the Structures and Equipment solely for the purposes of conducting the Services.
- 24.5 The Service Provider shall (i) permit the Authority to remove and replace any Structures or Equipment (and shall co-operate fully with the Authority and its contractors in that regard) or, (ii) upon instruction by the Authority or as set out in the Specification, the Service Provider shall remove any Structures or

Equipment and replace them with replacement Structures or Equipment in the areas approved by the Authority and within the timeframes set down in the Specification or otherwise notified by the Authority to the Service Provider. Where the Service Provider has undertaken such removal and/or replacement, the Service Provider shall provide the Authority with written notification of the date of such Installation and shall execute, or procure the execution of, all documents as necessary to transfer ownership in the replacement Structures and Equipment to the Authority on and from the date of Installation (provided that such Installation is in accordance with the Specification or the Authority's requirements). The cost of such removal and replacement will be borne by the Authority except that the cost of removal of Ticket Machines, signage and height barriers will be borne by the Service Provider.

- 24.6 Prior to the installation of any replacement Structures or Equipment, the Service Provider shall use the existing Structures and Equipment for the performance of the Services. Upon removal of any Structures and Equipment, the Service Provider shall dispose of such Structures and Equipment in accordance with the Authority's instructions and to the Authority's satisfaction.
- 24.7 The Service Provider shall not and will ensure that no person (other than the Authority or a member of the Authority's Group) shall have a lien, charge or encumbrance on or over any Structures or Equipment, which are vested in the Authority under this Clause 24 and the Service Provider will take all steps as may be necessary to ensure that the title of the Authority and the exclusion of any such lien, charge or encumbrance are brought to the notice of any person dealing with any of the Structures or Equipment. The Authority will not be liable to the Service Provider in respect of any loss or damage to the Structures or Equipment, which are vested in the Authority under this Clause 24.
- 24.8 The Service Provider will obtain and maintain during the Term all approvals, permissions, registrations, licences and consents that are necessary or consequential to the operation and maintenance of the Equipment and, where Clause 24.5(ii) applies, the supply, installation or construction of replacement Equipment or Structures.
- 24.9 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.

25. **Quality and Best Value**

- 25.1 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.
- 25.2 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.

26. **Records, Audit and Inspection**

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

26.1.1 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

26.1.2 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**").

26.2 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 21.1 (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.

26.3 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 26.3 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.

26.4 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.

- 26.5 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.
- 26.6 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.
- 26.7 The Authority or an authorised representative may at any time and without prior warning undertake any inspection of the Equipment, Structures and Car Parks 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.
- 26.8 The Service Provider will promptly provide all reasonable co-operation in relation to any inspection, audit or check including:
- 26.8.1 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;
 - 26.8.2 ensuring that appropriate security systems are in place to prevent unauthorised access to, extraction of and/or alteration to data during the audit; and
 - 26.8.3 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.
- 26.9 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.

27. **Additional Services**

- 27.1 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.
- 27.2 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.

28. **Other Rights and Remedies**

- 28.1 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:
- 28.1.1 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;
 - 28.1.2 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;
 - 28.1.3 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;
 - 28.1.4 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;
 - 28.1.5 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
 - 28.1.6 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 28.1 is without prejudice to the Authority's right to terminate for material breach in accordance with Clause 41 (Breach and Termination of Contract).

28.2 If the Service Provider:

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

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

28.2.3 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 41 (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 28.2, 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.

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

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

28.3.2 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.

29. **KPIs**

29.1 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.

29.2 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 8.4 (Charges and Budget) and the right to terminate pursuant to Clause 42 (Breach and Termination of Contract)), the Service

Provider will, without cost to the Authority and immediately upon becoming aware of such failure:

- 29.2.1 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;
- 29.2.2 remedy such failure (provided that the failure in question is remediable) to the reasonable satisfaction of the Authority; and
- 29.2.3 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.

30. **Set-Off**

- 30.1 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.

31. **Indemnity**

- 31.1 Subject to Clause 31.2, 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:
 - 31.1.1 death or personal injury to any person resulting from 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
 - 31.1.2 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
 - 31.1.3 any breach of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors); and
 - 31.1.4 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 resulting from 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).

31.2

[REDACTED]

31.3

[REDACTED]

31.4

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

31.5 The Service Provider shall:

31.5.1 regularly provide the Authority with information on the conduct of the claim;

31.5.2 give due consideration to representations from the Authority regarding the conduct of the claim; and

31.5.3 to the extent legally possible give prior written notice of the terms of any settlement to the Authority;

[REDACTED]

32. Insurance

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

- 32.1.1 insurance for an amount equal to the full replacement cost of the Equipment arising from damage caused by act, omission or default by the Service Provider or the Service Provider's Personnel;
- 32.1.2 third party liability insurance for the sum of not less than [REDACTED] per incident to cover the legal liabilities of the Service Provider or as the case may be of the Sub-Contractor under this Contract other than as provided for under Clause 32.1.4 of this Contract;
- 32.1.3 employer's liability and motor insurance cover as required by law and will cause any Sub-Contractor to effect and maintain such insurance;
- 32.1.4 if any capital works are required under the Contract, construction all risks insurance against all risks of loss of or damage to (i) any capital works to the Car Parks, Structures or Equipment (including works carried out in relation to the ANPR System), (ii) any plant, materials, equipment used or intended for use in connection with the capital works, and (iii) any temporary buildings and property owned by or supplied by the Authority. Such policy shall cover the full reinstatement value of the capital works including the replacement cost of any such plant and materials plus the cost of debris removal, professional fees and expediting costs;
- 32.1.5 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] (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:
 - 32.1.5.1 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);
 - 32.1.5.2 the insurance premiums in respect of the insurance are at all times the responsibility of the Service Provider; and
 - 32.1.5.3 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.

32.1.5.4 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.

32.1.5.5 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.

32.2 The insurance cover will be maintained with a reputable insurer.

32.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 32.1 and payment of all premiums due on each policy.

32.4 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 32.1 being or becoming void, voidable or unenforceable.

32.5 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.

32.6 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.

32.7 Notwithstanding any other obligations set out in this Clause 32, 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.

32.8 The stipulations contained in this Clause 32 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.

33. **Data**

33.1 Without prejudice to its other obligations under the Contract, the Service Provider shall at all times comply with the Data Protection Legislation in respect of data stored, shared or accessed in connection with this Contract.

33.2 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.

33.3 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 that the Service Provider will provide access to and copies of that data to the Authority and its nominees and auditors in accordance with Clause 26 (Records, Audit and Inspection).

33.4 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.

33.5 The Service Provider acknowledges that all Customer data arising from or in connection with the Services and the Contract (including data relating to Ticket sales) and all Intellectual Property Rights therein shall belong to the Authority and will be made available to the Authority promptly upon request in such format as the Authority shall specify. Customer data will include:

33.5.1 mobile phone and vehicle registration records relating to the registration of parking under the cashless payment platform;

33.5.2 Customer names and addresses where provided as part of such registration;

33.5.3 any other details provided by Customers as part of payments, enquiries or contracts in relation to the Car Parks.

Where Customers have previously registered for the same cashless platform at a location which is not an Authority Car Park or provided Personal Data to the Service Provider or its agents in relation to other services at non-Authority Car Parks, the Customer data only belongs to the Authority in relation to the transaction, registration or other contact in relation to an Authority Car Park. Such Customer data is not to be utilised by the Service Provider (or any Service Provider's Personnel) for any purpose other than (i) for the performance of the Services in direct relation to Authority Car Parks, (ii) to provide e-mail or other communications service required by the Customer

and/or (iii) for business purposes consented to by the Customer (provided that the Authority has also given its prior written consent for such business use). The Service Provider will ensure that it obtains all necessary consents to enable disclosure of all Customer data to enable the Authority to use that Customer data for the purposes of its business including directly marketing to those Customers. The Service Provider agrees to take all such reasonable steps and do all such things, including executing all documents, as may be necessary to vest all Intellectual Property Rights in Customer data in the Authority (or its nominee) on their creation.

- 33.6 Save as required by law or regulation, the Service Provider shall not, without the consent of the Authority, be entitled to delete any data belonging to the Authority or any member of the Authority Group to which the Service Provider has access in performance of its obligations under the Contract.
- 33.7 In the event that any of the Authority 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:
- 33.7.1 the Service Provider shall promptly, at the Service Provider's expense, restore or procure the restoration of the Authority 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 Authority Data; and
- 33.7.2 if the Service Provider fails to act in accordance with Clause 33.7.1 within a reasonable time then, in the event that the Authority opts itself to restore or procure the restoration of the Authority Data and notifies the Service Provider in advance of such decision, then the Authority shall notify the Service Provider of the Authority and/or contractor costs of restoration and the Service Provider shall repay the Authority's costs and expenses incurred in carrying out such restoration.
- 33.8 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 any act or omission of the Service Provider (including by the Service Provider's Personnel) or whilst such systems, software or data are in the custody, control or otherwise interfaced with or accessed by the Service Provider.
- 33.9 To the extent that the Authority Data is held and/or processed by the Service Provider, the Service Provider will promptly supply the Authority Data to the Authority as requested by, and in a format specified by, the Authority.

- 33.10 Upon receipt or creation by the Service Provider of any Authority Data and during any collection, processing, storage and transmission by Service Provider of any the Authority Data, the Service Provider will take all necessary precautions to preserve the integrity of the Authority Data and to prevent any corruption or loss of the Authority Data.
- 33.11 The Service Provider shall not, without the consent of the Authority, be entitled to delete any software or data belonging to any member of the Authority Group to which the Service Provider has access in performance of its obligations under the Contract.
- 33.12 In the event that any of the Authority Group's software or data is corrupted or lost or sufficiently degraded as to be unusable otherwise than due to a default by the Service Provider, the Service Provider shall nevertheless carry out such remedial actions to restore the Authority Group's software and data or such other actions as may be necessary to restore the Authority Group's software and data as the Authority may request in writing and the reasonable agreed cost of the remedial actions or such other actions shall be borne by the Authority.
- 33.13 Without prejudice to the generality of Clause 33.8, the Service Provider shall:
- 33.13.1 before performing any actions in respect of any member of the Authority Group's software or data, ensure that it has performed back-ups of such software or data or agreed in writing from time to time or, where none is agreed, as are reasonable in the circumstances; and
- 33.13.2 perform its obligations in conformance with the Authority's most current 'Information Security Policy'.
- Nothing in the Contract shall relieve the Service Provider's obligations in this regard.
- 33.14 The Service Provider shall fully indemnify the Authority and other members of the Authority Group for any and all Losses incurred or suffered by the Authority and/or any member of the Authority Group which results from a breach by the Service Provider of its obligations under this Clause 33.
- 33.15 If at any time the Service Provider suspects or has reason to believe that the Authority Data has or may become corrupted in any way for any cause then the Service Provider will immediately notify the Authority of such and inform the Authority what remedial action it proposes to take.
- 33.16 In respect of any enforcement data generated by the Equipment, the Service Provider will:
- 33.16.1 not, and will procure that the Service Provider's Personnel do not, decrypt or attempt to decrypt any the Authority Data which is in an encrypted format; and
- 33.16.2 ensure that such data is delivered securely and safely and that no unauthorised persons have access to such data at any time.

34. Intellectual Property Rights

- 34.1 The Service Provider, at its expense, hereby grants to the Authority and each member of the Authority Group [REDACTED]

[REDACTED]
any reason, to use the Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services (the "**Products**") for any such purpose as may be required by the Authority (including the transition to a Replacement Service Provider) and otherwise reasonably in connection with its business operations. The Authority or the relevant member of the Authority Group will be entitled and permitted to assign or transfer such rights to any nominee, successor or Third Party and to sub-license or transfer such rights to any Third Party. The Service Provider represents and warrants that it has all rights necessary and sufficient to make the grants hereunder.

- 34.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 34.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority or any member of the Authority Group. For the avoidance of doubt, it is agreed and acknowledged that all Intellectual Property Rights in relation to the trade name or mark "Park & Go" and all new brands and all logos connected therewith in relation to the Car Parks are and shall be the property of the Authority or a member of the Authority Group and the Service Provider shall have no right to use the same save for a licence for the purposes of providing Services under the Contract.
- 34.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.
- 34.5 All Intellectual Property Rights owned by or licensed to the Service Provider or the Service Provider's Personnel (other than by or on behalf of the Authority or any member of the Authority Group) and used in the performance of Services or otherwise in connection with the Contract (including Products) (the "**Service Provider Intellectual Property**") will remain or be vested in the Service Provider (or the Third Party owner of such Intellectual Property Rights). The Service Provider, at its expense, hereby grants, or will procure the grant, to the Authority and each member of the Authority Group [REDACTED]

[REDACTED]
[REDACTED] he Authority or the relevant member of the Authority Group will be entitled and permitted to assign or transfer such rights to any nominee,

successor or Third Party and to sub-license or transfer such rights to any Third Party.

- 34.6 The Service Provider shall, [REDACTED] provide the Authority with copies of all materials relied upon or referred to in relation to the Service Provider Intellectual Property to the extent reasonably required by the Authority to benefit from the Services under the Contract, to undertake any retendering relating to the Services, and/or to use and operate the Car Parks during and following the Term and shall grant the Authority and each member of the Authority Group (and their assignees or transferees) [REDACTED]
- 34.7 The Service Provider will promptly notify the Authority upon becoming aware of an infringement or alleged infringement or potential infringement of any Intellectual Property Rights which affects or may affect the provision or receipt of the Services or any Equipment and/or Documentation, or if any claim or demand is made or action brought for infringement or alleged infringement of any such Intellectual Property Rights.
- 34.8 The Service Provider will defend, indemnify and hold harmless the Indemnified Parties against all Losses that arise from or are incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights of a Third Party in respect of the Services and/or the Service Provider Materials and/or the Documentation, any Third Party's Confidential Information or other similar proprietary rights, and against all Losses of any kind which the Indemnified Parties may incur as a result of such infringement or alleged infringement.
- 34.9 The Authority will, at the request of the Service Provider, give the Service Provider all reasonable assistance for the purpose of contesting any such claim, demand, or action. The Service Provider will reimburse the Authority for all costs and expenses (including legal costs) incurred in doing so and/or the Service Provider will at its own expense conduct any litigation and all negotiations arising from such claim, demand or action, provided that the Authority may participate in such defence or negotiations to protect its interests or those of the Indemnified Parties.
- 34.10 In addition to the Service Provider's obligation to indemnify the Indemnified Parties and any other rights which the Authority may have, if a claim or demand is made or action brought to which Clause 34.7 applies or in the reasonable opinion of the Service Provider is likely to be made or brought, or which causes the use of the Services or the Equipment or the Documentation or any part thereof to be disrupted or impaired, the Service Provider will after consultation with the Authority, at its own expense, promptly:
- 34.10.1 use its best efforts to secure the right for the alleged infringing item to continue to be used on terms which are acceptable to the Authority;
or
- 34.10.2 if the right provided under Clause 34.10.1 is not available, the Service Provider having used its best efforts to secure such right, then the

Service Provider will (if appropriate) modify the infringing or alleged infringing item so as to avoid the infringement, provided such modification does not reduce the performance, functionality or quality of the said item and provided that the terms of this Contract will apply mutatis mutandis to such modified item and such item is accepted by the Authority; or

34.10.3 if such solution cannot be accomplished by the Service Provider taking all such steps as are appropriate to achieve such outcome, then the Service Provider will replace such item and substitute an alternative of at least equal performance, functionality and quality.

- 34.11 If the Service Provider does not determine within ten (10) Business Days of a claim being presented to assume the defence of an indemnified claim within the required notice period, or ceases to defend the indemnified claim, the Authority will have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of the Service Provider, including payment of any judgement or award and the costs of settlement or compromise of the claim. In such instance, the Service Provider will promptly reimburse and hold harmless the Authority for all such costs and expenses, (including legal costs).
- 34.12 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Third Party Intellectual Property Rights used in connection with the Contract have been paid and that no such amounts shall be payable by the Authority or any member of the Authority Group except to the extent such amounts are included within the Charges.
- 34.13 To the extent that any member of the Authority Group provides the Service Provider for the purpose of or in connection with providing the Services or maintaining the ANPR System with any materials in which any member of the Authority Group owns (or is licensed by a Third Party to use) the Intellectual Property Rights, the Service Provider acknowledges and agrees that nothing in the Contract grants to the Service Provider any right, title or interest in such materials other than a limited non-exclusive right to use those materials solely for the purposes of providing the Services. All Intellectual Property Rights in such materials are and shall remain the exclusive property of the applicable member of the Authority Group or (if applicable) its Third Party licensors.
- 34.14 Copyright in the documents comprising this Contract, the Schedules and Appendices will vest in the Authority but the Service Provider may obtain or make at its own expense any further copies required for use in the performance of the Services.

35. Signs and Advertising

- 35.1 The provisions of Schedule 3 (Specification) will apply. In addition, and without limitation the Service Provider shall have no right to erect any signs or display any advertisements in any form whether branding, in writing or pictures at the Car Parks without the prior written consent of the Authority. For the avoidance of doubt, the Authority may at any time erect any signs (including any signs stating that the Car Park is an Authority Car Park) or display any advertisements at the Car Parks which it deems appropriate. In the event that

the Service Provider wishes to erect any signage it shall provide the Authority with full details of the requested signs and the suggested location of such signs. Details of the Authority's signs manual can be found at <https://tfl.gov.uk/info-for/suppliers-and-contractors/design-standards?intcmp=5837> (or such other location as notified to the Service Provider from time to time).

35.2 Any signs or advertisements which may be permitted by the Authority shall meet the following minimum requirements and the Service Provider shall ensure that:

35.2.1 illuminated signs shall not be of a colour which is used for operational Authority Network signs or other information signs at the Car Parks and the Authority shall issue a list of these colours to the Service Provider prior to the Service Commencement Date; and

35.2.2 all signs, notices and advertisements comply with (and ensure that the Services and all documents, materials and information provided to the Authority will comply with) all relevant statutes, laws, regulations and codes of practice relating to the Services and the Contract from time to time in force including without limitation Committee of Advertising Practice Codes, the ICSTIS Code, all codes of practice published or regulated by Ofcom including the TV Advertising Code and the Radio Advertising Standards Code, the Direct Marketing Association regulations and guidelines from time to time, the Consumer Protection from Unfair Trading Regulations 2008 and any relevant consumer legislation and regulation.

35.3 The Service Provider shall further ensure that all signs, notices and advertisements displayed in or around the Car Parks:

35.3.1 comply with the law and do not incite anyone to break the law;

35.3.2 are not likely to offend Customers including offending ethnic, religious or other minority groups on account of the nature of a product or service being advertised by depiction of a member of such a group, the wording or design of an advertisement or an inference contained therein;

35.3.3 do not contain anything of a pornographic nature or which would offend taste;

35.3.4 do not depict men, women, or children as sex objects, or depict or refer to indecency or obscenity;

35.3.5 do not depict direct and immediate violence to anyone shown in the advertisement or to anyone looking at it;

35.3.6 do not advertise films which have not been granted permission for public exhibition or which do not show the certificate;

35.3.7 are not of a political nature, calling for the support of a particular viewpoint, policy or action, or attacking a member or the policies of any legislative central or local government authority (advertisements

are acceptable which simply announce the time, date and place of social activities or of meetings with the names of the speakers and the subjects to be discussed);

35.3.8 do not contain illustrations which depict, or might reasonably be assumed to depict, quotations from or references to a living person unless the written consent of that person is obtained (where such consent is required) and is produced to the Authority if requested by the Authority;

35.3.9 are not likely to adversely affect in any way the interests of the Authority Group; and

35.3.10 do not advertise tobacco or alcohol.

35.4 The Service Provider will be entitled to use the Authority roundel on its signs in accordance with this Clause 35 and subject to the prior written approval of the Authority and the provisions of Clause 34 (Intellectual Property Rights).

35.5 The Authority shall be entitled to require the Service Provider to remove any notice, sign or advertisement at any time if such notice, sign or display does not comply with the provisions of this Clause 35 or, where the Authority is acting reasonably, for any other reason. The Service Provider will remove any such notice, sign or advertisement within twenty-four (24) hours of notice from the Authority. In the event that the Service Provider fails to remove such notice, sign or advertisement, the Authority shall be entitled to remove the said notice, sign or advertisement and the Service Provider shall provide any necessary assistance and reimburse to the Authority any costs incurred in the removal or these costs may be recovered as a debt.

35.6 The Service Provider shall furnish the Authority as soon as reasonably practicable with details of any complaints from whatever source concerning advertising subjects, content and copy displayed on the Car Parks and the Service Provider's response to such complaints. The Service Provider will comply with the Authority's instructions in relation to the resolution and handling of all complaints.

36. **Privacy, Data Protection and Cyber Security**

36.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 (Special Conditions of Contract) of this Contract.

36.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

37. **Confidentiality and Announcements**

37.1 Subject to Clause 38 (Freedom of Information and Transparency), the Service Provider will keep confidential:

37.1.1 the terms of this Contract; and

- 37.1.2 any and all Confidential Information that it may acquire in relation to the Authority or any member of the Authority Group.
- 37.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 37.1.
- 37.3 The Authority will maintain the confidence of the Service Provider's Confidential Information and will not use the Service Provider's Confidential Information for any purpose except that the Authority may:
- 37.3.1 use the Service Provider Confidential Information to the extent necessary to obtain the benefit of the Service Provider's performance under this Contract;
- 37.3.2 disclose the Service Provider's Confidential Information to any member of the Authority Group;
- 37.3.3 disclose the Service Provider Confidential Information pursuant to Clause 38 (Freedom of Information and Transparency); and
- 37.3.4 disclose the terms of this Contract other than the Charges to any provider of car park management services to the Authority.
- 37.4 The obligations on the Service Provider set out in Clause 37.1 will not apply to any Confidential Information:
- 37.4.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 37);
- 37.4.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
- 37.4.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 37.5 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.
- 37.6 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.
- 37.7 The Service Provider will not take or permit any photographs of the Services to be taken for use in any publicity or advertising without the prior written consent of the Authority and where consent is given will obtain approval of such photographs prior to their issue.

37.8 The Service Provider will procure compliance with the terms of this Clause 37 by all Service Provider's Personnel.

37.9 Any breach of this Clause 37 will be deemed a material breach incapable of remedy, giving the Authority the right to terminate this Contract in accordance with Clause 41 (Breach and Termination of Contract).

37.10 The provisions of this Clause 37 will survive any termination of this Contract for a period of six (6) years from termination.

38. **Freedom of Information and Transparency**

38.1 For the purposes of this Clause 38:

38.1.1 **"FOI Legislation"** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

38.1.2 **"Information"** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

38.1.3 **"Information Access Request"** means a request for any Information under the FOI Legislation.

38.2 The Service Provider acknowledges that the Authority:

38.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

38.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

38.3 Without prejudice to the generality of Clause 38.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

38.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and

38.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

- 38.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 38.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 38.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 37.1 (Confidentiality and Announcements) and this Clause 38, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 38.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 38.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 38.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

39. **Dispute Resolution**

- 39.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("Dispute") before resorting to litigation.
- 39.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which one Party notifies the other that, in its opinion, a Dispute has arisen, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("Senior Personnel") of each of the Parties for resolution.
- 39.3 If the Dispute is not resolved within fourteen (14) Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("Notice") to commence such process and the Notice shall identify one or more proposed mediators.
- 39.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within twenty-eight (28) Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution ("CEDR") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.

- 39.5 Where a dispute is referred to mediation under Clause 39.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 39.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives, shall be final and binding on the Parties.
- 39.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within forty (40) Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 59 (Governing Law).
- 39.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 39.
- 39.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 39 and this Clause 39 shall not apply in respect of any circumstances where such remedies are sought.

40. Suspension of the Services

- 40.1 Without prejudice to any other rights or remedies which the Authority may possess under this Contract or otherwise, if the Service Provider is in Default in one or more of the following respects:

40.1.1 it fails to proceed regularly and diligently with the Services; or

40.1.2 it is unable to comply with the requirements of the Specification; or

40.1.3 it is unable to respond to any emergency call out in the time and manner stipulated in this Contract,

then the Contract Manager may give it notice in writing (or in an emergency oral notice) specifying the Default and a time period for remedying the Default and if the Service Provider fails to remedy the Default within the specified time, the Authority may suspend any part or the whole of the Services until such time as it considers the Service Provider is once again in a position to execute the same and may employ a Third Party to carry out and complete the Services for that purpose and the Authority or such Third Party may attempt to repair and use all spares, plant, tools, Equipment, goods and materials intended for, delivered to and placed on the Car Park in connection with the Services.

- 40.2 The Service Provider will allow or pay the Authority the amount of any Loss caused to the Authority under Clause 40.1 and may inspect the Third Party's work, witness any test and make recommendations accordingly.

41. **Breach and Termination of Contract**

41.1 Without prejudice to the Authority's right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:

41.1.1 in addition and without prejudice to Clause 41.1.3, the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within ten (10) Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;

41.1.2 the Service Provider is subject to an Insolvency Event;

41.1.3 in the event that there is a change of ownership referred to in Clause 16.4 (Sub-Contracting and Change of Ownership) or the Service Provider is in breach of Clause 16.4 (Sub-Contracting and Change of Ownership).

41.2 For the purposes of Clause 41.1, material breach shall include, but not be limited to:

41.2.1 issues of any conflict of interest in accordance with Clause 17 (Conflict of Interest);

41.2.2 any act of bribery described in the Bribery Act 2010 committed by the Service Provider or any of its officers, employees or agents commits;

41.2.3 any of the money laundering related offences listed in the Public Contracts Regulations 2015 that are committed by the Service Provider;

41.2.4 the Service Provider's failure to materially comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law;

41.2.5 the Service Provider falls at or below the Default Trigger specified in the KPIs (as detailed in Schedule 3 (Specification));

41.2.6 intentional or wilfully negligent provision by the Service Provider to the Authority of any false or misleading information with regards to its ability to perform the Services;

41.2.7 circumstances where the Service Provider has reached or exceeded the maximum aggregate liability of the Service Provider provided for in Clause 13 (Liability);

41.2.8 the Service Provider's failure to implement or produce a Rectification Plan in accordance with Clause 28.1 (Other Rights and Remedies); or

41.2.9 the Service Provider being served a step-in notice under Clause A14 of Schedule 2 (Special Conditions of Contract) and the Authority's

exercise of its step-in rights continues for a period of three (3) months or more.

- 41.3 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 12 (Warranties and Obligations) or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 41.3 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.
- 41.4 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than eight (8) weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("the Affected Party"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("Innocent Party") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 41.4 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 41.5 Without prejudice to the Authority's right to terminate the Contract under Clause 41.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1 (Key Contract Information), provided that this Clause 41.5 may be disapplied by notice to that effect in Schedule 1 (Key Contract Information).
- 41.6 Without prejudice to the Authority's right to terminate the Contract under Clauses 41.1, 41.5 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 43 (Declaration of Ineffectiveness and Public Procurement Termination Event).
- 41.7 To the extent that the Authority has a right to terminate the Contract under this Clause 41 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("Change Date") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted

proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

- 41.8 The Service Provider will ensure that the Authority (and any Replacement Service Provider nominated by the Authority or otherwise agreed with the Service Provider) is pre-approved as an authorised agent of the Service Provider and fully and properly authorised to perform the Services if the Service Provider is subject to an Insolvency Event and/or the Authority terminates this Contract in accordance with this Clause 41 or otherwise as set out in this Contract. The Service Provider will obtain all necessary consents, approvals, permissions and licences to ensure that the Authority (or a Replacement Service Provider, as applicable) can perform the Services in such circumstances without interruption or cost.

42. **Consequences of Termination or Expiry**

- 42.1 Notwithstanding the provisions of Clause 37 (Confidentiality and Announcements), wherever the Authority chooses to put out to tender for a Replacement Service Provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8 (Re-Tender Cooperation). The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.

- 42.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.

- 42.3 Upon expiry or termination of the Contract (howsoever caused):

42.3.1 the Service Provider shall, at no further cost to the Authority:

42.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

42.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks;

42.3.2 the Authority shall (subject to Clauses 30 (Set-Off), 42.1 and 42.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 (Charges) or otherwise reasonably determined by the Authority;

- 42.3.3 the Service Provider shall, on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks;
- 42.3.4 the Service Provider shall promptly deliver up to the Authority all documents and records relating to or otherwise in connection with the Contract, including the Documentation and a copy of all relevant records in whatever format the Authority may reasonably require and all property and materials supplied by or on behalf of the Authority, including any Confidential Information and Intellectual Property Rights of the Authority or any member of the Authority Group;
- 42.3.5 the Service Provider shall vacate the Car Parks (ensuring that the Authority has vacant possession of the Car Parks) and ensure that the Car Parks are cleaned and repaired and all keys/access codes are returned to the Authority;
- 42.3.6 the Service Provider shall ensure that all Structures, Equipment and any other assets required to perform the Services are fully functioning, in good working order and condition in substantially the same condition as they were at the Service Commencement Date (or the date of installation if later), reasonable wear and tear excluded;
- 42.3.7 the Service Provider shall comply with the Exit Strategy approved by the Authority in accordance with Schedule 3 (Specification);
- 42.3.8 the Service Provider shall ensure that all information the Service Provider is required to input into the Service Provider's Information Management Systems has been so inputted and is accurate and complete. The Service Provider will promptly report any inaccuracies to the Authority's Contract Manager. The Authority will have the right to carry out an inspection of a representative set of Car Parks to determine whether the information recorded on the Service Provider's Information Management Systems by the Service Provider is accurate and complete. If any differential is found, the Service Provider will bear the costs of any rectification works required and the correction of the data on the Service Provider's Information Management Systems together with the Authority's costs in carrying out such inspection. If the information in respect of more than forty percent (40%) of the Car Parks selected is found to be incorrect, the Authority will have the right to select a further representative set of Car Parks for inspection and the provisions of this Clause will apply to such further inspection mutatis mutandis;
- 42.3.9 on receipt of the Authority's written instructions to do so (but not otherwise), the Service Provider shall arrange to remove all electronically held information contained on any Service Provider Materials, equipment, system or network by a mutually agreed date, including (without limitation) the purging of all disk-based information and the reformatting of all disks;

- 42.3.10 at the Authority's request with effect from the date of termination and until such time as the Exit Strategy has been completed, the Service Provider agrees to continue the provision of the Services as the Authority may require in accordance with the terms and conditions of the Contract and the Charges (on a pro-rata basis) will continue to apply until the Exit Strategy has been completed, save that payment will be due within thirty (30) days of the date of each invoice in respect thereof;
- 42.3.11 the Authority shall pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated by the Authority acting reasonably; and
- 42.3.12 the Authority shall not be liable to the Service Provider for any loss of profit, loss of contract or any other losses and/or expenses of whatsoever nature arising out of or in connection with any expiry or termination or as a result of a reduction of Services under Clause 43 (Declaration of Ineffectiveness and Public Procurement Termination Event).
- 42.4 The Service Provider will, as and when required in writing by the Contract Manager, remove from any Car Park or Premises any Service Provider Materials and plant, tools, equipment, goods, or materials belonging to or hired by the Service Provider. The Service Provider must ensure that, prior to it removing any hardware or other equipment owned by the Service Provider or leased to it, all data including any of the Authority Personal Data and the Authority Confidential Information is permanently deleted from such hardware or equipment. If within a reasonable time after any such requirement has been made the Service Provider has not complied with such requirement, then the Authority may (but without being responsible for any loss or damage) remove and sell any such property of the Service Provider, holding the proceeds less all costs incurred to the credit of the Service Provider.
- 42.5 Upon expiry or termination of this Contract (howsoever caused), the Authority may retain and continue to use any and all Service Provider Confidential Information as the Authority requires to continue using the Equipment.
- 42.6 On termination of all or any part of the Contract, the Authority may enter into any agreement with any Third Party or Third Parties as the Authority thinks fit to provide any or all of the Services and, save where terminated under Clause 41.5 (Breach and Termination of Contract), the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.
- 43. Declaration of Ineffectiveness and Public Procurement Termination Event**
- 43.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the

provisions of Clause 42 (Consequences of Termination or Expiry) and Clauses 43.1, 43.2, 43.4 to 43.6 (inclusive) and 43.12 shall apply as from the time when the Declaration of Ineffectiveness is made.

- 43.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 43.1 to 43.6 inclusive.
- 43.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 43.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 43.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the Authority or such other entity as the Authority may specify; and
- 43.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,
- in accordance with the provisions of Clauses 43.2 to 43.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.
- 43.4 Where there is any conflict or discrepancy between the provisions of Clause 42 (Consequences of Termination or Expiry) and Clauses 43.2 to 43.6 (inclusive) and 43.12 or the Cessation Plan, the provisions of these Clauses 43.2 to 43.6 (inclusive) and 43.12 and the Cessation Plan shall prevail.
- 43.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.
- 43.6 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.
- 43.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 43.7 (a

"Public Procurement Termination Event"), the Authority shall promptly notify the Service Provider and the Parties agree that:

- 43.7.1 the provisions of Clause 42 (Consequences of Termination or Expiry) and these Clauses 43.7 to 43.2 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and
- 43.7.2 if there is any conflict or discrepancy between the provisions of Clause 42 (Consequences of Termination or Expiry) and these Clauses 43.7 to 43.12 or the Cessation Plan, the provisions of these Clauses 43.7 to 43.12 and the Cessation Plan shall prevail.
- 43.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 43.7 to 43.11 inclusive.
- 43.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:
 - 43.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and
 - 43.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of these Clauses 43.7 to 43.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.
- 43.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 43.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.
- 43.12 For the avoidance of doubt, the provisions of this Clause 43 (and applicable definitions) shall survive any termination of the Contract following a

Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

44. Business Continuity

- 44.1 The Service Provider will, at all times, maintain and comply with the Business Continuity Plan, and ensure that it is, at all times, able to implement the Business Continuity Plan immediately upon an event occurring which the Business Continuity Plan is expressed to cover, or reasonably can be expected to cover, including any Disaster or Force Majeure Event. The Business Continuity Plan will be created and maintained in accordance with Good Industry Practice.
- 44.2 The Service Provider will update the Business Continuity Plan at least once during each rolling period of twelve (12) months during the Term. The Service Provider will also update the Business Continuity Plan if at any time an amendment to it is reasonably required in order to reflect any change to this Contract, the Services, Equipment or any other matters that have occurred since agreement of the last Business Continuity Plan. Not more than ten (10) days after each such update the Service Provider will submit the revised Business Continuity Plan to the Authority for approval. The Service Provider will amend the revised Business Continuity Plan so as to incorporate all of the Authority's comments. The amended Business Continuity Plan will be promptly resubmitted to the Authority for approval and the process contained in this Clause 44.2 will be repeated until the Authority approves the draft Business Continuity Plan. The Service Provider will retain business continuity readiness in accordance with the last approved version of the Business Continuity Plan (insofar as this still applies).
- 44.3 The Service Provider will comprehensively test the Business Continuity Plan once in every rolling twelve (12) month period during the Term and will upon request provide the Authority with a written report detailing the results of that test and any actions it proposes to take to address those results. The Service Provider will promptly update the Business Continuity Plan in accordance with Clause 44.2 following such tests and will be bound to promptly implement the same.
- 44.4 The Service Provider will implement the Business Continuity Plan in the event that the Equipment and/or Services are impaired or unavailable (or appear likely to be impaired or unavailable) as a result of any occurrence envisaged in the Business Continuity Plan. The Service Provider will notify the Authority in writing each time the Business Continuity Plan is, or should be, implemented.
- 44.5 The Service Provider will procure that its Sub-Contractors will at all times, maintain adequate and up to date business continuity and Disaster Recovery Plans in respect of the Services performed by them and the people and facilities used to provide them and ensure that such plans operate properly together.

45. **Health and Safety**

- 45.1 The Service Provider will 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 this Contract.
- 45.2 The Service Provider in carrying out the Services will maintain the integrity of all mains services and in the event of being obliged to cut off electricity, gas, water, telephone or any other service will inform the Contract Manager immediately whether such shut down or discontinuance of supply is on the grounds of safety or otherwise.
- 45.3 In order to demonstrate commitment to health and safety in the workplace and in the completion of duties under this Contract, the Service Provider will be registered under the Contractor's Health and Safety Assessment Scheme (CHAS) or equivalent, such as ISO45001.
- 45.4 The Service Provider will be required to submit copies of certification from a UKAS accredited auditor throughout the Term demonstrating compliance. The Service Provider will submit evidence of completion of audit actions arising to the auditor's satisfaction to demonstrate retained registration for class 1 and class 2 actions (i.e. short and medium term), which are expected to have been resolved within three (3) months of the audit report issue date.
- 45.5 The Service Provider shall not, in the performance of the Services, in any manner endanger the safety of or interfere with the operation of the Authority Network or endanger the public and shall minimise any disruption to both the Authority Network and the public.

46. **Survival**

- 46.1 The provisions of Clauses 1 (Definitions and Interpretation), 5.1.3 (The Services), 8 (Charges and Budget), 9 (Payment Procedures and Approvals), 12.1.4 (Warranties and Obligations), 15 (Service Provider's Personnel), 16.2.2, 16.2.6 (Sub-Contracting and Change of Ownership), 18.1.1, 18.1.2, 18.1.5, 18.2 (Access to Premises and Assets), 24 (Structures, Equipment and Service Provider Materials), 26.1 (Records, Audit and Inspection), 30 (Set-Off), 31, (Indemnity), 32 (Insurance), 33 (Data), 34.2 (Intellectual Property Rights), 36 (Privacy, Data Protection and Cyber Security), 37 (Confidentiality and Announcements), 38 (Freedom of Information and Transparency), 39 (Dispute Resolution), 42 (Consequences of Termination or Expiry), 43 (Declaration of Ineffectiveness and Public Procurement Termination Event), 46 (Survival), 47 (Rights of Third Parties), 48 (Contract Variation), 50 (Non-Waiver of Rights), 51 (Illegality and Severability), 52 (Notices), 53 (Entire Agreement), 54 (Counterparts), 55 (Relationship of the Parties), 56 (Further Assurance), 59 (Governing Law) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

47. Rights of Third Parties

- 47.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("Third Party Act"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.
- 47.2 Notwithstanding Clause 47.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.
- 47.3 Without limitation to Clause 47.2, the Indemnified Parties have the right to bring a claim direct against the Service Provider pursuant to Clause 31 (Indemnity) and Clause 34 (Intellectual Property Rights), together with the right to enforce any other provision of this Contract that confers a right or benefit on them, including Clause 18 (Access to Premises and Assets), Clause 33 (Data) and Clause 37 (Confidentiality and Announcements) in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

48. Contract Variation

- 48.1 Save where this Contract is amended pursuant to the Service Provider's exercise of any Supply Chain Finance Option, the Contract may only be varied or amended with the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider's exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part B of Schedule 6 (Form of Variation)) the details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Part A of Schedule 6 (Form of Variation) and shall not be binding upon the Parties unless completed in accordance with such form of variation.

49. Novation

- 49.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).
- 49.2 Within ten (10) Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.
- 49.3 Subject to Clause 16 (Sub-Contracting and Change of Ownership), the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

50. Non-Waiver of Rights

- 50.1 No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 52 (Notices). The single or partial

exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy. The rights and remedies of the Authority herein provided are cumulative and in addition to and not exclusive of any rights and remedies provided by law.

51. Illegality and Severability

- 51.1 If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

52. Notices

- 52.1 With the exception of invoices, any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand or by prepaid recorded delivery first class post addressed to the recipient at its registered office, the address stated in Schedule 1 (Key Contract Information) or any other address notified to the other Party in writing in accordance with this Clause as an address to which notices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

52.1.1 if delivered by hand, at the time of delivery;

52.1.2 if delivered by post, two (2) Business Days after being posted or in the case of Airmail fourteen (14) Business Days after being posted.

- 52.2 Any communications of an operational nature may (with the consent of the Contract Manager) be given not only in accordance with Clause 52.1 but also via the Service Provider's Information Management Systems or any other system of a like nature that the Contract Manager may reasonably require the Service Provider to input or operate.

53. Entire Agreement

- 53.1 Subject to Clause 53.2:

53.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

53.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

53.2 Nothing in this Clause 53 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

54. Counterparts

54.1 This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

55. Relationship of the Parties

55.1 Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other. Subject to any express provisions to the contrary in this Contract, the Service Provider will have no right or authority to and will not do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of the Authority or bind the Authority in any way.

56. Further Assurance

56.1 Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

57. Successors

57.1 This Contract will be binding upon and benefit each Party to this Contract and their successors and permitted assigns.

58. Costs and Expenses

58.1 Each Party will be responsible for all its own costs and expenses in connection with the negotiation, preparation, execution and performance of this Contract and all matters contemplated by this Contract.

59. Governing Law

59.1 The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 39 (Dispute Resolution), the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is

incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of
TTL PROPERTIES LIMITED

)
)
)

[Redacted Signature]

Signature

Print name and position

Date:

9/1/2023 | 10:34 GMT

Signed by
for and on behalf of
SABA PARK SERVICES UK LIMITED

)
)
)

[Redacted Signature]

Signature

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

9/1/2023 | 08:58 GMT

SCHEDULE 1 – KEY CONTRACT INFORMATION

- 1

Contract Reference Number: TfL 94125
- 2

Name of Service Provider: Saba Park Services UK Limited
- 3

Commencement:

3.1

Contract Commencement Date:

date of signature of the Contract

3.2

Service Commencement Date:

10 January 2023
- 4

Duration: the Services will continue for five (5) years from the Service Commencement Date with an option to extend for a further two (1+1) years.
- 5

Payment (see Clauses 9.1 and 9.4):

Clause 9.1

The payment period shall be every four (4) weeks.

Clause 9.4

Payment must be made within thirty (30) days.
- 6

Email address where PDF Invoices shall be sent:

and copy in
- 7

Time for payment where not thirty (30) days (see Clause 9.4):

Twenty eight (28) days from receipt of invoice
- 8

Details of the Authority's Contract Manager

Name:

Address:

Tel:

Email:
- 9

Details of the Authority's Procurement Manager

Name:

Address:

Tel:

Email:

10 **Service Provider's Key Personnel:**

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Notice period in accordance with Clause 41.4 (termination without cause):

90 days

12 **Address for service of notices and other documents in accordance with Clause 52:**

For the Authority: 5 Endeavour Square
London
E20 1JN

For the attention of:

For the Service Provider: Second Floor, Building 4,

Croxley Park,

Hatters Lane,

Watford, WD18 8YF

For the attention of:

SCHEDULE 2 – SPECIAL CONDITIONS OF CONTRACT

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A1 PRIVACY AND DATA PROTECTION

For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

"Authority Personal Data"	Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the Authority, pursuant to or in connection with this Contract;
"Data Controller"	has the meaning given to it in Data Protection Legislation;
"Data Processor"	has the meaning given to it in Data Protection Legislation;
"Data Protection Impact Assessment"	an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	means: <ul style="list-style-type: none"> (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019; (b) Directive (EU) 2016/680 (the Law Enforcement Directive) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019; (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of

Personal Data, including but not limited to the Data Protection Act 2018;

- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
- (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020;

"Data Subject"	has the meaning given to it in Data Protection Legislation;
"Personal Data"	has the meaning given to it in Data Protection Legislation;
"Processing"	has the meaning given to it in Data Protection Legislation and "Process" and "Processed" will be construed accordingly;
"Restricted Countries"	any country outside the European Economic Area other than the UK following withdrawal from the European Union;
"Sensitive Personal Data"	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Contract; and
"Subject Request"	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.

A1.1 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that:

A1.1.1 subject to Clause A1.1.2, the Authority is a Data Controller solely responsible for determining the purposes and manner in which

Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor; and

A1.1.2 the Service Provider is a Data Controller in relation to the CCTV system which it will install and operate at the Car Parks and is solely responsible for compliance of that CCTV system (and the Personal Data Processed in connection with it) ("**CCTV Data**") with Data Protection Legislation. The Service Provider shall:

A1.1.2.1 comply with all obligations as a Data Controller in relation to the CCTV Data;

A1.1.2.2 notify the Authority promptly if the Service Provider becomes aware of any unauthorised access to, or loss or disclosure of, CCTV 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;

A1.1.2.3 notify the Authority promptly if the Service Provider receives any communication from the Information Commissioner's Office relating to the processing of CCTV 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).

A1.2 Details of the Authority Personal Data to be Processed by the Service Provider as Data Processor and the purposes of such Processing are as follows:

A1.2.1 The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:

Real persons who use the Car Parks.

- Staff and other such personnel and agents of the Authority.

A1.2.2 The Authority Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:

Details of Customers, vehicle registration, make and mark, date, time, location, validity dates of purchases made, method of payment details images from CCTV and photos of vehicles subject to enforcement action. There will be no processing of Sensitive Personal Data.

A1.2.3 The Authority Personal Data is to be Processed for the following purpose(s):

All Processing shall be undertaken for the purposes of the Service Provider fulfilling its obligations under this Contract.

- A1.2.4 Not used.
- A1.2.5 The subject matter of the Authority Personal Data to be Processed is:

Specific to the Processing carried out of Data Subjects in the United Kingdom.
- A1.2.6 The duration of the Processing shall be:

Co-terminus with this Contract.
- A1.2.7 The nature of the Processing is:

Collecting, hosting, accessing analysis and storing for the purpose of identifying those vehicles which have not complied with the relevant parking contract or to identify where a parking violation has taken place and collecting evidence of criminal activity.
- A1.3 Without prejudice to the generality of Clause 36 (Privacy, Data Protection and Cyber Security), the Service Provider shall (when acting as Data Processor):
 - A1.3.1 process the Authority Personal Data only in accordance with written instructions from the Authority to perform its obligations under the Contract;
 - A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
 - A1.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
 - A1.3.4 maintain, and make available to the Authority on its request, documentation which describes the Processing operations for which it is responsible under this Contract including:
 - A1.3.4.1 the purposes for which Authority Personal Data is Processed;
 - A1.3.4.2 the types of Personal Data and categories of Data Subject involved;
 - A1.3.4.3 the source(s) of the Personal Data;

- A1.3.4.4 any recipients of the Personal Data;
- A1.3.4.5 the location(s) of any overseas Processing of Authority Personal Data;
- A1.3.4.6 retention periods for different types of Authority Personal Data; and
- A1.3.4.7 where possible a general description of the security measures in place to protect Authority Personal Data;
- A1.3.5 where requested to do so by the Authority, assist the Authority in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);
- A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, take appropriate technical and organisational security measures which are appropriate to protect against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the measures);
- A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.6 and A1.3.8, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or security audit carried out at the request of the Service Provider itself or the Authority;
- A1.3.8 notify the Authority without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause A1, including the unauthorised or unlawful Processing of Authority Personal Data, or its accidental loss, destruction or damage;
- A1.3.9 having notified the Authority of a breach in accordance with Clause A1.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;
- A1.3.10 fully cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to personnel, premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to compliance with Data

Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);

A1.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:

A1.3.11.1 from a Data Subject (or Third Party on their behalf):

A1.3.11.1.1 a Subject Request (or purported Subject Request); or

A1.3.11.1.2 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;

A1.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or

A1.3.11.3 a request from any Third Party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;

A1.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.11, including by promptly providing:

A1.3.12.1 the Authority with full details and copies of the complaint, communication or request; and

A1.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;

A1.3.13 when notified in writing by the Authority, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Business Days from the date of the request;

A1.3.14 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and

unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data; and

- A1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.
- A1.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without prior written consent from the Authority. The Service Provider shall provide the Authority with such information regarding the proposed sub-contractor as the Authority may reasonably require. The Service Provider shall only share Authority Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:
 - A1.4.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider; and
 - A1.4.2 comply with the same obligations which the Service Provider is required to comply with under this Clause A1 and Clauses 21.1 (Compliance with Policies and Law), 26.1, 26.2 (Records, Audit and Inspection), 31.1 (Indemnity), 33.4 (Data), 34 (Intellectual Property Rights) and 37 (Confidentiality and Announcements).
- A1.5 The Service Provider shall, and shall procure that any sub-contractor shall:
 - A1.5.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider and as reasonably necessary to perform the Contract in accordance with its terms;
 - A1.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with Third Parties or in relation to proposals or tenders with the Authority;
 - A1.5.3 not Process Authority Personal Data in such a way as to:
 - A1.5.3.1 place the Authority in breach of Data Protection Legislation;
 - A1.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;
 - A1.5.3.3 expose the Authority to reputational damage including adverse publicity;
 - A1.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;

- A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;
- A1.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - A1.5.6.1 are informed of its confidential nature;
 - A1.5.6.2 are made subject to an explicit duty of confidence;
 - A1.5.6.3 understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
 - A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
- A1.5.7 not disclose or transfer Authority Personal Data to any Third Party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
- A1.5.8 without prejudice to Clause A1.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data; and
- A1.5.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider from time to time.
- A1.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
- A1.7 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:
 - A1.7.1 the Service Provider shall, at the Service Provider's expense, submit a written request to the Authority setting out details of the following:
 - A1.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - A1.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;

- A1.7.1.3 any sub-contractors or other Third Parties who will be Processing and/or receiving Authority Personal Data in Restricted Countries;
 - A1.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries, in light of applicable local legislation in that Restricted Country which may enable or permit access to Authority Personal Data by Third Parties (including law enforcement and government authorities) so as to ensure the Authority's compliance with Data Protection Legislation;
- A1.7.2 in preparing and evaluating such a request, the Service Provider shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
- A1.7.3 the Service Provider shall comply with any written instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:
 - A1.7.3.1 incorporating standard and/or model clauses (which are approved by the UK government as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and
 - A1.7.3.2 procuring that any sub-contractor or other Third Party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.
- A1.8 The Service Provider and any sub-contractor (if any), acknowledge:
 - A1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it only in accordance with the Authority's written instructions and the Contract;

- A1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;
- A1.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;
- A1.8.4 notwithstanding Clause 41.1.1 (Breach and Termination of Contract), if the Service Provider has committed a material breach under Clause A1.8.3 on two or more separate occasions, the Authority may at its option:
 - A1.8.4.1 exercise its step in rights pursuant to Clause A16;
 - A1.8.4.2 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
 - A1.8.4.3 terminate the Contract in whole or part with immediate written notice to the Service Provider.
- A1.9 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.
- A1.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.
- A1.11 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
 - A1.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with Clause A1.11.3;
 - A1.11.2 where Clause A1.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause A1.2.6 above and following this will then comply with Clauses A1.11.3 and A1.11.4;
 - A1.11.3 subject to Clause A1.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or
 - A1.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data.
- A1.12 Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.11.

- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.11, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- A1.14 The Service Provider acknowledges that, during the Mobilisation Period, the Authority may require the Service Provider to enter into a tripartite data sharing agreement with the Payment Provider to govern the sharing of Personal Data by the Payment Provider (as Data Controller) with the Service Provider (as the Data Processor of the Authority) to facilitate the management of the Car Parks and enforcement by the Authority against Customers of failures to pay.
- A1.15 The indemnity in Clause 31 (Indemnity) shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.
- A1.16 The Parties' liability in respect of any breach of Clause 36.1 (Privacy, Data Protection and Cyber Security) and this Clause A1 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

A2 IT SYSTEMS

For the purposes of this Clause A2, unless the context indicates otherwise, the following expressions shall have the following meanings:

"Euro Compliant"	that the software, electronic or magnetic media, hardware or computer system (whichever is applicable) is capable of, and will not require any replacement or changes in order to be capable of, supporting the introduction of, changeover to and operation of the Euro as a currency and in dual currency (Sterling and Euro) and will not manifest any material error nor suffer a diminution in performance or loss of functionality as a result of such introduction, changeover or operation and it shall (if applicable) be capable of processing transactions calculated in Euros separately from or in conjunction with other currencies and is capable of complying with any legislative changes relating to the Euro;
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A2.1 The Service Provider shall ensure that:

- A2.1.1 any software, electronic or magnetic media, hardware or computer system used or supplied by the Service Provider in connection with the Contract shall:
- A2.1.1.1 not have its functionality or performance affected, or be made inoperable or be more difficult to use by reason of any date related input or processing in or on any part

of such software, electronic or magnetic media, hardware or computer system;

A2.1.1.2 not cause any damage, loss or erosion to or interfere adversely or in any way with the compilation, content or structure of any data, database, software or other electronic or magnetic media, hardware or computer system used by, for or on behalf of the either or both of the Authority or any other member of the Authority Group, on which it is used or with which it interfaces or comes into contact;

A2.1.1.3 comply with the Government's open standards principles as documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles#open-standards-principles>;

A2.1.1.4 be Euro Compliant; and

any variations, enhancements or actions undertaken by the Service Provider in respect of such software, electronic or magnetic media, hardware or computer system shall not affect the Service Provider's compliance with this Clause A2.

A3 PERSONNEL MANAGEMENT AND TRAINING

A3.1 The Service Provider shall provide the Key Personnel and shall procure that they:

A3.1.1 diligently supervise the performance of the Services;

A3.1.2 attend all contract meetings with the Authority (the location, frequency and time of which shall be specified by the Authority from time to time); and

A3.1.3 be available to the Authority to resolve any issues arising in connection with the Contract at such time period as is specified in Schedule 1 (Key Contract Information).

A3.2 The Service Provider may only make any changes to the Key Personnel (except in the event of sickness, incapacity or resignation) with the prior consent of the Procurement Manager (which shall not be unreasonably withheld).

A3.3 The Service Provider:

A3.3.1 without prejudice to Clause 15.2 (Service Provider's Personnel), undertakes that all the Service Provider's Personnel possess the appropriate skills, qualifications and experience to perform the tasks assigned to them, and that they shall be available at such times as are necessary to perform the Services in accordance with the Contract;

- A3.3.2 shall ensure that all the Service Provider's Personnel are in possession of valid work permits if they are non-European Community nationals; and
- A3.3.3 subject to Clause A3.5 shall (at its expense) provide or procure the provision of training for the Service Provider's Personnel in respect of all aspects of its performance of the Contract and, as the Authority may require, for any employees, agents and contractors of the Authority in relation to the operation or use of any equipment supplied under the Contract in accordance with the terms set out in Schedule 1 (Key Contract Information).
- A3.4 Without prejudice to the Service Provider's other obligations under the Contract, where training of any or all of the Service Provider's Personnel is required for the purposes of performance of the Contract, the Service Provider shall not assign any Service Provider's Personnel to the performance of the Contract unless and until such Service Provider's Personnel have satisfactorily completed such training.
- A3.5 The Authority will arrange (at its expense) safety training (as referred to in Schedule 11 (Contract Quality, Environmental and Safety Considerations)) for those of the Service Provider's Personnel identified at the Service Commencement Date (if any) but, for the avoidance of doubt, such safety training in respect of any other Service Provider's Personnel will be arranged by and be at the expense of the Service Provider. For the avoidance of doubt, the Authority will not be responsible for the remuneration, travel, subsistence or other similar costs and expenses of any of the Service Provider's Personnel attending any training under this Clause A3.5.

A.3A CRIMINAL RECORD DECLARATIONS

A.3A.1 In this Clause A.3A:

- A.3A.1.1 **"Relevant Individual"** means any member of the Service Provider's Personnel engaged in any aspect of the provision of the Services and requiring potentially the access to Premises, Car Parks or Authority Assets; and
- A.3A.1.2 **"Relevant Conviction"** means any unspent criminal conviction relating to actual or potential acts of terrorism or acts which threaten national security.
- A.3A.2 The Service Provider shall procure from a Relevant Individual a declaration that they have no Relevant Convictions ("**Declaration**") or disclosure of any Relevant Convictions they have committed. A Declaration shall be procured prior to any Relevant Individual being engaged in any aspect of the provision of the Services. The Service Provider shall confirm to the Authority in writing on request and in any event not less than once in every year that each Relevant Individual has provided a Declaration. The Service Provider shall procure that a Relevant Individual notifies the Service Provider immediately if they commit a Relevant Conviction throughout the duration of this contract and the Service

Provider shall notify the Authority in writing immediately on becoming aware that a Relevant Individual has committed a Relevant Conviction.

- A.3A.3 The Service Provider is not permitted to engage or allow the engagement of any Relevant Individual any person in any aspect of the provision of the Services any Relevant Individual who has disclosed a Relevant Conviction.
- A.3A.4 The Authority may in accordance with the audit rights set out in Clause 26 (Records, Audit and Inspection) audit and check any and all such records as are necessary in order to monitor compliance with this Clause A.3A at any time during performance of this Contract.
- A.3A.5 If the Service Provider fails to comply with the requirements under Clauses A.3A.2 and/or A.3A.3, the Authority may, without prejudice to its rights under Clause 41.1.1 (Breach and Termination of Contract), serve notice on the Service Provider requiring the Service Provider to immediately remove or procure the removal of any Relevant Individual who has not provided a Declaration from the Premises or Car Parks and cease their access to any Authority Assets (as the case may be) with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Services unless (in the case of non-compliance with Clause A.3A.2) within seven (7) days of receipt of the notice the Service Provider confirms to the Authority they have procured all of the Declarations required under Clause A.3A.2.
- A.3A.6 A persistent breach of either or both of Clause A.3A.2 or A.3A.3 by the Service Provider shall constitute a material breach of this Contract which is not capable of remedy and entitles the Authority to terminate the Contract in whole or in part with immediate effect in accordance with Clause 41.1.1 (Breach and Termination of Contract).
- A.3A.7 If either Party becomes aware that a Relevant Individual has committed a Relevant Conviction, the Service Provider shall remove or procure the removal of any Relevant Individual who has not provided a Declaration from the Premises or Car Parks and cease their access to any Authority Assets (as the case may be) with immediate effect and take such steps as are necessary to ensure that such Relevant Individual has no further involvement with the provision of the Services.
- A.3A.8 Nothing in this Clause A.3A in any way waives, limits or amends any obligation of the Service Provider to the Authority arising under this Contract and the Service Provider's obligation to provide the Services remains in full force and effect and the Service Provider cannot claim any extra costs or time as a result of any actions under this Clause A.3A.

A4 SECURITY AND GUARANTEES

- A4.1 As a condition precedent to the Contract, the Service Provider shall (to the extent that it has not already done so) provide at its expense: a parent company guarantee (from such Holding Company as the Authority may require unless otherwise agreed with the Authority) and, if requested by the Authority, a legal

opinion as to its enforceability within 10 Business Days of the date of this Agreement..

- A4.2 The Authority shall not be obliged to make any payment to the Service Provider under the Contract whether for the Charges or otherwise unless and until the parent company guarantee (and legal opinion if applicable) have been provided in a form satisfactory to the Authority.
- A4.3 The Service Provider shall be regarded as being in material breach of the Contract which is incapable of remedy in the event that any parent company guarantee (as the case may be) is or becomes invalid or otherwise unenforceable.
- A4.4 The Service Provider shall give notice to the Authority within 10 Business Days where there is any change in the ownership of the guarantor of the parent company guarantee where such change relates to 50% or more of the issued share capital of the guarantor. The Authority shall have the right to terminate the Contract within sixty (60) calendar days of receipt of the required notice from the Service Provider, or in the event that the Service Provider fails to give the required notice, within sixty (60) calendar days of the Authority becoming aware of such event, unless the Service Provider has within such period provided a parent company guarantee or other appropriate security from a replacement guarantor acceptable to the Authority on terms identical to the parent company guarantee.

A5 NOT USED

A6 NOT USED

A7 FURTHER INSURANCE REQUIREMENTS

- A7.1 Without prejudice to Clauses 31 (Indemnity) and 32 (Insurance) or any other provision of the Contract, the Service Provider shall comply with the provisions of this Clause A7.
- A7.2 Where the Insurances contain a care, custody or control exclusion, the relevant policy shall be endorsed so as to delete the exclusion in respect of any Premises or Car Parks (including contents) that are occupied by the Service Provider for the purpose of performing the Services.
- A7.3 The Service Provider shall:
 - A7.3.1 if required by the Authority, use all reasonable endeavours to procure that its public liability insurance extends to indemnify the Authority as principal;
 - A7.3.2 where any Insurance is due for renewal during the Term, the Service Provider shall within 5 Business Days of the date of renewal also provide the Authority with satisfactory evidence that such Insurance has been renewed;

- A7.3.3 if required by the Authority, procure that prior to cancelling or changing any term of any Insurances, the insurer or insurers under such Insurances give the Authority not less than 30 days' notice of intention to cancel or make such change;
 - A7.3.4 bear the cost of all or any excesses under the Insurances;
 - A7.3.5 not take or shall not fail to take any action or (insofar as it is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances;
 - A7.3.6 notify the Authority as soon as reasonably practicable in writing of any anticipated or actual event or circumstance which may lead or has led to any Insurance lapsing or being terminated or the cover under it being reduced or modified;
 - A7.3.7 notify the Authority as soon as reasonably practicable in writing upon becoming aware of any claim, event or circumstance which is likely to give rise to any claim or claims in aggregate in respect of the Services in excess [REDACTED] on any Insurance and, if requested by the Authority and where not otherwise subject to an obligation of confidentiality, provide full details of such claim, event or circumstance (and such other relevant information as the Authority may reasonably require) within 3 Business Days of the Authority's request;
 - A7.3.8 subject to Clause A7.4.1, promptly and diligently deal with all claims under the Insurances (or any of them) relating to the Services and in accordance with all insurer requirements and recommendations; and
 - A7.3.9 in relation to any claim settled under the Insurances in respect of the Services, and to the extent that the proceeds of such claim are payable to the Service Provider, pay the proceeds to the person who suffered the loss or damage that gave rise to the claim (whether the Authority, or any member of the Authority Group or any Third Party).
- A7.4 In relation to all the Insurances except employer's liability insurance, but subject to the requirements of any insurer under the Insurances, the Service Provider agrees:
- A7.4.1 to use all reasonable endeavours to procure the endorsement in respect of the Insurances set out in Schedule 1 (Key Contract Information) (if any); and
 - A7.4.2 that the Authority has the right to control and to supervise all dealings with the press and any other media in relation to any incident, event, claim or action arising in connection with the Contract.
- A7.5 If the Service Provider is in breach of Clause 32 (Insurance) or this Clause A7, then without prejudice to any of its other rights, powers or remedies, the Authority may pay any premiums required to keep any of the Insurances in force

or itself procure such Insurances. In either case, the Authority may recover such premiums from the Service Provider, together with all expenses incurred in procuring such Insurances as a debt.

A8 NOT USED

A9 NOT USED

A10 FURTHER CONFIDENTIALITY REQUIREMENTS

A10.1 The Service Provider shall:

A10.1.1 at the Authority's request and in any event upon the termination or expiry of the Contract, promptly deliver to the Authority or destroy as the Authority may direct, all documents and other materials in the possession, custody or control of the Service Provider (or the relevant parts of such materials) that bear or incorporate the whole or any part of the Confidential Information and if instructed by the Authority in writing, remove all electronically held Confidential Information, including the purging of all disk-based Confidential Information and the reformatting of all disks; and

A10.1.2 not, except where provided in Clause 37 (Confidentiality and Announcements) or with the prior written consent of the Authority, disclose to any person the nature or content of any discussions or negotiations between the Parties relating to the Confidential Information.

A10.2 The Service Provider acknowledges that damages would not be an adequate remedy for any breach of Clauses 37 (Confidentiality and Announcements) or A10 and that (without prejudice to all other rights, powers and remedies which the Authority may be entitled to as a matter of law) the Authority shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of Clauses 37 (Confidentiality and Announcements) and A10 and no proof of special damages shall be necessary for the enforcement of the provisions of Clauses 37 (Confidentiality and Announcements) and A10.

A11 EURO - CONTINUITY OF CONTRACT

A11.1 The Parties confirm that the occurrence or non-occurrence of an event associated with economic and monetary union in the European Union will not have the effect of altering any term of, or discharging or excusing performance under the Contract or any transaction, or give either Party the right unilaterally to alter or terminate the Contract or any transaction.

A11.2 The words "an event associated with economic and monetary union in the European Union" will include each and any combination of the following:

- A11.2.1 the introduction of, changeover to or operation of a single or unified European currency (whether known as the Euro or otherwise);
- A11.2.2 the fixing of conversion rates between a member state's currency and the new currency or between the currencies of member states;
- A11.2.3 the introduction of that new currency as lawful currency in a member state;
- A11.2.4 the withdrawal from legal tender of any currency which, before the introduction of the new currency, was lawful currency in one of the member states;
- A11.2.5 the disappearance or replacement of a relevant rate option or other price source for the national currency of any member state, or the failure of the agreed sponsor (or successor sponsor) to publish or display a relevant rate, index, price, page or screen; or
- A11.2.6 the withdrawal of any member state from a single or unified European currency.

A12 OPTION TO EXTEND SERVICES

A12.1 The Authority has an option, exercisable at its sole discretion, to extend the Services to include some or all of the services set out below:

- the provision of a parking payment platform and payment platform services
- permitting solution
- capital works for parking and non-parking assets
- the provision of site design and build services
- sourcing new sites
- the provision of new parking and non-parking technology solutions and/or customer facilities
- source and/or manage new commercial partners

("the Additional Services")

A12.2 If the Authority decides to exercise its option under this Clause, it shall give the Service Provider not less than one month's written notice of such decision and it shall inform the Service Provider of the Additional Services it requires, the date upon which it requires the Additional Services to be provided and any

additional requirements in relation to the Additional Services. The Service Provider shall provide the Additional Services from such date or from such other date as may be agreed by the Parties and at such rates as are specified in Schedule 4 (Charges).

A12.3 The Service Provider acknowledges and agrees that:

A12.3.1 the Authority shall be under no obligation to exercise an option under this Clause;

A12.3.2 the Service Provider shall not be entitled to and shall have no expectation of the right to perform the Additional Services; and

A12.3.3 the Authority may appoint a person other than the Service Provider to provide the Additional Services.

A12.4 Any extension of the Services to include the Additional Services shall be on the terms of this Contract and on such other terms as are agreed in writing between the Parties and references to "Services" in this Contract shall include the Additional Services.

A13 CRIME AND DISORDER ACT 1998

A13.1 The Service Provider acknowledges that the Authority is under a duty in accordance with Section 17 of the Crime and Disorder Act 1998:

A13.1.1 to have due regard to the impact of crime, disorder and community safety in the exercise of the Authority's duties;

A13.1.2 where appropriate, to identify actions to reduce levels of crime and disorder; and

A13.1.3 without prejudice to any other obligation imposed on the Authority, to exercise its functions with due regard to the likely effect of the exercise of those functions on, and the need to do all that it reasonably can to prevent, crime and disorder in its area,

and in the performance of the Contract, the Service Provider will assist and co-operate with the Authority, and will use reasonable endeavours to procure that its sub-contractors observe these duties and assists and co-operates with the Authority where possible to enable the Authority to satisfy its duty.

A14 STEP-IN

A14.1 If the Authority reasonably believes that it needs to take action in connection with the Services:

A14.1.1 because a serious risk exists to the health or safety of persons or property or to the environment; and/or

A14.1.2 to discharge a statutory duty,

then the following provisions shall apply.

A14.2 The Authority shall provide notice to the Service Provider in writing of the following:

A14.2.1 the action it wishes to take;

A14.2.2 the reason for such action;

A14.2.3 the date it wishes to commence such action;

A14.2.4 the time period which it believes will be necessary for such action;
and

A14.2.5 to the extent practicable, the effect on the Service Provider and its obligations to provide the Services during the period such action is being taken.

A14.3 Following service of the notice required in Clause A14.2, the Authority or a Third Party appointed by the Authority for the purpose shall take such action as is notified under these provisions and any consequential additional action as the Authority reasonably believes is necessary (the "**Required Action**") and the Service Provider shall give all reasonable assistance to the Authority or such Third Party while it is taking such Required Action (such assistance to be at the expense of the Authority).

A14.4 For so long as and to the extent that the Required Action is taken, and this prevents the Service Provider from providing any part of the Services, the Service Provider shall be relieved from its obligations to provide such part of the Services and the Authority shall not be liable to pay Charges for such part of the Services (except to the extent that the Authority shall pay the Service Provider for the assistance it provides in accordance with Clause A14.3).

A15 NOT USED

A16 AUTHORITY OBLIGATION OF CONFIDENTIALITY

A16.1 Notwithstanding Clause 38.6 (Freedom of Information and Transparency) the Authority shall have the same obligations as those imposed on the Service Provider under Clause 37 (Confidentiality and Announcements) in respect of those categories of confidential information set out in Schedule 2 ("**Service Provider Confidential Information**"), except that the Authority may:

A16.1.1 disclose the Service Provider Confidential Information where the Authority considers that it is obliged to do so under any of the legislation referred to in Clause 38 (Freedom of Information and Transparency);

A16.1.2 use the Service Provider Confidential Information to the extent necessary to obtain the benefit of the Service Provider's performance under this Contract;

A16.1.3 disclose the Service Provider Confidential Information to any member of the Authority Group; and

A16.1.4 disclose such Service Provider Confidential Information as may be required to be published in the Official Journal of the European Union.

FREEDOM OF INFORMATION APPENDIX – RESERVED INFORMATION

Contract/Tender/Document Reference Number: TfL 94125

Information Class/Type	Grounds for Exemption	12 months following termination or expiry of the Contract
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Financial Model	Commercially Sensitive	12 months following termination or expiry of the Contract
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Narrative to

Financial Model	Commercially Sensitive	12 months following termination or expiry of the Contract
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Technical Bid

Response	Commercially Sensitive	12 months following termination or expiry of the Contract
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A17 TRANSFER OF EMPLOYEES TO SERVICE PROVIDER

A17.1 Clause 15.1 (Service Provider's Personnel) shall be deleted and replaced with the following.

A17.2 For the purposes of this Clause A17 and Clause A18, unless the context indicates otherwise, the following expressions shall have the following meanings:

A17.2.1 **"Current Service Provider(s)"** means the provider or providers of services substantially similar to the Services immediately before the Service Commencement Date;

A17.2.2 **"Employment Costs"** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee or worker, taxation (including all income tax deductible under PAYE) and all other emoluments;

A17.2.3 **"Employment Liabilities"** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);

- A17.2.4 **"Final Staff List"** has the meaning set out in Clause A17.4;
- A17.2.5 **"Further Transfer Date"** means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when (assuming that TUPE applies) the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;
- A17.2.6 **"Relevant Period"** means the period starting on the earlier of:
- A17.2.6.1 the date falling 6 calendar months before the date of expiry of the Contract; or
 - A17.2.6.2 if the Contract is terminated by either Party in accordance with Clause 41.4 (Breach and Termination of Contract) or by the Authority in accordance with Clause 41, 41.3, 41.5 or 41.6 (Breach and Termination of Contract), the date of the relevant termination notice;
- and ending on the Further Transfer Date;
- A17.2.7 **"Replacement Service Provider"** means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;
- A17.2.8 **"Re-Transferring Personnel"** means any Service Provider's Personnel who are assigned (for the purposes of TUPE) to the relevant Services (or any part of them) immediately before the Further Transfer Date and whose employment contract or engagement (or part thereof) will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;
- A17.2.9 **"Staff List"** has the meaning set out in Clause A18.1;
- A17.2.10 **"Staffing Information"** has the meaning set out in Clause A18.1;
- A17.2.11 **"Sub-Contractor"** means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them) and includes the sub-contractor of any such sub-contractor;
- A17.2.12 **"Transfer of Services"** means the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;

A17.2.13 **"Transferring Staff"** means such employees and workers of the Current Service Provider(s) (and its Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services immediately before the Transfer of Services, the identities of whom as at the date of this Contract are listed in Appendix 1 to this Clause A17; and

A17.2.14 **"TUPE"** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

A17.3 It is understood and acknowledged by the Parties that TUPE applies to the Transfer of Service and accordingly, pursuant to TUPE, the contracts of employment or engagement (or any relevant part thereof) between the Current Service Provider and any Sub-Contractor and the Transferring Staff will have effect from the Contract Commencement Date as if originally made between the Service Provider (or its Sub-Contractor(s)) and the Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of Clause A17.4).

A17.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Contract Commencement Date.

A17.5 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:

A17.5.1 the Current Service Provider(s) will be responsible for any Employment Costs relating to the period up to the Contract Commencement Date; and

A17.5.2 the Service Provider will be responsible for any Employment Costs relation to the period on and after the Contract Commencement Date (provided that if any contract of employment or engagement transfers in part, this shall only apply to the Employment Costs relating to the transferred part),

and Employment Costs will if necessary be apportioned on a time basis between the Current Service Provider(s) and the Service Provider, regardless of when such sums fall to be paid.

A17.6 The Authority warrants to the Service Provider that none of the Authority's employees or workers will transfer to the Service Provider under TUPE as a result of the Transfer of Service.

A17.7 The Service Provider will indemnify and keep indemnified the Authority and the Current Service Provider(s) (and its Sub-Contractors) from and against all Employment Liabilities which the Authority or the Current Service Provider(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:

A17.7.1 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of any person employed or engaged by

it (or its Sub-Contractors) (including the Transferring Staff) on or after the Contract Commencement Date;

- A17.7.2 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services;
- A17.7.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the Service Provider (or its Sub-Contractors) before the Contract Commencement Date;
- A17.7.4 the employment or engagement or termination of employment or engagement by the Service Provider (or its Sub-Contractors) of any Transferring Staff on or after the Contract Commencement Date;
- A17.7.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of employment or engagement or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.

For the avoidance of doubt, the Service Provider (and/or its Sub-Contractors) shall have full liability under this paragraph A17.7 if it is held or alleged that: (a) the contract of employment or engagement as at immediately prior to the Contract Commencement Date of any of the Transferring Staff does not transfer in its entirety to the Service Provider (and/or its Sub-Contractors) and/or (b) liability for any such contract of employment or engagement of any such Transferring Staff does not transfer in its entirety to the Service Provider (and/or its Sub-Contractors).

- A17.8 The Service Provider will provide the Current Service Provider(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Contract Commencement Date with all information which the Current Service Provider (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority.
- A17.9 The Service Provider warrants and undertakes to the Authority that all information given to the Current Service Provider(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.
- A17.10 Clause 47.1 (Rights of Third Parties) shall be amended so that benefits conferred on the Current Service Provider or its Sub-Contractors under this Clause A17 shall be enforceable by them.

APPENDIX 1 TO CLAUSE A17

List of Transferring Staff

The Parties acknowledge and agree that the below list of Transferring Staff is subject to change during the Mobilisation Period as consultations between the incumbent supplier and potentially transferring staff are ongoing.

A18 TRANSFER OF EMPLOYEES ON EXPIRY OR TERMINATION

A18.1 The Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than twice in any 12 month period) and not more than 7 days after the date of any notice to terminate this Contract given by either Party, the following information to the Authority:

A18.1.1 an anonymised or pseudonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the "**Staff List**");

A18.1.2 such of the information specified in Appendix 1 to this Clause A18 as is requested by the Authority in respect of each individual included on the Staff List;

A18.1.3 in the situation where notice to terminate this Contract has been given, an anonymised or pseudonymised list of any persons who are materially engaged or have been materially engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Service Provider thinks such persons will not transfer,

such information together being the "**Staffing Information**".

A18.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and any changes to any Staffing Information already provided.

A18.3 The Service Provider warrants to the Authority and any Replacement Service Provider that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

A18.4 Subject to Clause A18.5, the Service Provider will provide the Authority and any Replacement Service Provider with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.

A18.5 If the Contract is terminated by either Party in accordance with Clause 41.4 (Breach and Termination of Contract) or by the Authority in accordance with Clause 41.1, 41.3, 41.5 or 41.6 (Breach and Termination of Contract), then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than fourteen (14) days after the date of termination of the Contract.

A18.6 The Service Provider warrants that as at the Further Transfer Date:

- A18.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
- A18.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
- A18.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority and any Replacement Service Provider.

A18.7 During the Relevant Period the Service Provider will not and will procure that its Sub-Contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):

- A18.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
- A18.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List other than temporarily and in the ordinary course of business;
- A18.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
- A18.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel other than temporarily and in the ordinary course of business; or
- A18.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment or engagement) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.

A18.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the Relevant Period regardless of when such notice takes effect.

A18.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this Clause A18 in anonymised or pseudonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any Third Party engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.

A18.10 If TUPE applies on the expiry or termination of the Contract, on the termination or variation of any Service or any part of such a Service, or on the appointment of a Replacement Service Provider, the following will apply:

A18.10.1 The contracts of employment or engagement of the Re-Transferring Personnel (or relevant parts thereof) will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (or its Sub-Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).

A18.10.2 During the Relevant Period the Service Provider will:

A18.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment or engagement of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);

A18.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;

A18.10.2.3 provide all original employment or engagement records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate) when required in order to facilitate the transfer; and

A18.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment or engagement of the Re-Transferring Personnel which may include, without limitation:

(a) re-allocating the time spent on the Services by any person on the Staff List, in each case before the Further Transfer Date (so that they are or are not (as required by the Authority and/or Replacement Service Provider) then Re-Transferring Personnel), where the role of any such person would otherwise become fragmented between two (or more) employers on the Further Transfer Date and, in the reasonable opinion of the Authority or the Replacement Service Provider, such

fragmentation would not be workable and/or would result, or would be deemed by such relevant person on the Staff List to result, in the worsening of working conditions of that person or adversely impact upon the protection afforded to that person by TUPE; and

- (b) permitting the Authority or Replacement Service Provider upon reasonable request to consult with the Re-Transferring Personnel or their representatives before the Further Transfer Date in relation to measures connected to the transfer of their employment or engagement (or any part thereof).

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such Sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access, information and cooperation.

A18.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

A18.10.3.1 is under notice of termination;

A18.10.3.2 is on long-term sick leave;

A18.10.3.3 is on maternity, parental or adoption leave;

A18.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;

A18.10.3.5 is entitled or subject to any additional terms and conditions of employment or engagement other than those disclosed to the Authority or Replacement Service Provider (as appropriate);

A18.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;

A18.10.3.7 has received a written warning (other than a warning that has lapsed);

A18.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or

A18.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment or engagement (or part thereof) transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.

A18.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):

A18.10.4.1 continue to perform and observe all of its obligations under or in connection with the contracts of employment or engagement of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;

A18.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;

A18.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days of the Further Transfer Date any apportioned sum in respect of Employment Costs as set out in Clause A18.10.5; and

A18.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.

A18.10.5 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:

A18.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to the Further Transfer Date;

A18.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period on and after the Further Transfer Date (provided that if any contract of employment or engagement transfers in part, this shall only apply to the Employment Costs relating to the transferred part),

and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid).

A18.10.6 The Service Provider will indemnify and keep indemnified each of the Authority and any Replacement Service Provider from and against all Employment Liabilities which the Authority or the Replacement Service Provider incurs or suffers arising directly or indirectly out of or in connection with:

- A18.10.6.1 any failure by the Service Provider to comply with its obligations under this Clause A18.10;
- A18.10.6.2 any act or omission (whether alleged or actual) by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;
- A18.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Replacement Service Provider to comply with Regulation 13 of TUPE);
- A18.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Contract Commencement Date to the Further Transfer Date;
- A18.10.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE; and
- A18.10.6.6 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any Re-Transferring Personnel who continues to be employed or engaged in part by the Service Provider after the Further Transfer Date and which arises directly or indirectly out of or in connection with that retained employment or engagement or its termination.

For the avoidance of doubt, the Service Provider shall have full liability under this Clause A18.10.6 if it is held or alleged that: (a) the contract of employment or engagement as at immediately prior to the Further Transfer Date of any of the Re-Transferring Personnel does not transfer in its entirety to the Authority and/or any Replacement

Service Provider (and/or its/their Sub-Contractors) and/or (b) liability for any such contract of employment or engagement of any such Re-Transferring Personnel does not transfer in its entirety to the Authority and/or any Replacement Service Provider (and/or its/their Sub-Contractors).

A18.11 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider's Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or engagement or its termination of any of the Service Provider's Personnel or former Service Provider's Personnel.

A18.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

A18.12.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

A18.12.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider or its employees or Sub-Contractors on such consultation. The Service Provider will use all reasonable endeavours to procure that such persons co-operate with the Authority's requests.

A18.13 Clause 47.1 (Rights of Third Parties) shall be amended so that benefits conferred on the Replacement Service Provider under this Clause A18 shall be enforceable by them.

A18.14 For the purposes of this Clause A18, any reference to the Authority shall also include any member of the Authority Group to which any Re-Transferring Personnel or liability relating thereto does or is alleged to transfer under TUPE. For the avoidance of doubt, any such member of the Authority Group shall be able to enforce the terms of this Clause A18 in accordance with Clause 47.1.

Appendix 1 to Clause A18

Information to be provided in respect of those on the Staff List

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Organisational chart and such other information about the organisation of the workforce involved in the Services (and any part thereof) as the Authority may require
- Age
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Permanent/Temporary
- Geographical Area Of Work/Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional information on:
 - who were originally employees of the Authority;
 - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme;
 - whose employment transferred from the Authority to the Service Provider under TUPE; and

- who were entitled to broadly comparable benefits under the Current Service Provider's Scheme
- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday/Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
- Details of any other benefits provided, whether contractual or non-contractual
- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigration status and all documentation required by law to demonstrate a right to work in the United Kingdom
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
- Department and place on organisation chart
- Average absence due to sickness
- Training and competency records

A19 COST SUMMARY

Clauses 9.2, 9.3 and 9.4 (Payment Procedures and Approvals) shall be deleted and replaced with the following:

A19.1 At the end of each 4-week period (or such other period as may be specified in accordance with Clause 9.1 (Payment Procedures and Approvals)) (the "**Payment Period**"), the Service Provider shall submit to the Contract Manager a cost summary in respect of the Charges for that Payment Period ("**Cost Summary**").

A19.2 Each Cost Summary shall:

A19.2.1 contain all information required by the Authority including the Contract Reference Number, SAP order number, the Authority account details, the Service Provider's name and address and a brief description of the Services provided during the Payment Period to which such Cost Summary relates;

A19.2.2 be clear, concise, accurate and adequately descriptive to avoid delays in processing and subsequent payment;

A19.2.3 identify any additional charges by virtue of a variation pursuant to Clause 48 (Contract Variation); and

A19.2.4 show VAT separately.

A19.3 If the Authority considers that the Charges claimed by the Service Provider in any Cost Summary (or revised Cost Summary) have:

A19.3.1 been correctly calculated and that such Cost Summary is otherwise correct, the Authority shall notify the Service Provider of its approval within 10 Business Days of receipt of such Cost Summary and the Service Provider shall submit an invoice in respect of such Cost Summary. Each invoice shall contain the SAP order number and any other information reasonably required by the Authority in respect of such invoice. The Service Provider shall send each invoice to the address set out in Schedule 1 (Key Contract Information) and (subject to the provisions of any related guarantee and Clause 30 (Set-Off)) payment of the approved amount 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 thirty (30) days of receipt of such invoice or such other time period as may be specified in Schedule 1 (Key Contract Information);

A19.3.2 not been calculated correctly and/or if the Cost Summary contains any other error or inadequacy, the Authority shall notify the Service Provider within 10 Business Days of receipt of such Cost Summary and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised Cost Summary to the Authority. Any loss and/or additional expenses incurred by the Service Provider in correcting and/or re-

submitting any Cost Summary shall be at the Service Provider's expense.

A20 SUB-CONTRACTOR WARRANTY

A20.1 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall, if so required by the Authority, procure that a permitted sub-contractor enters into a warranty agreement with the Authority substantially in the form specified in Schedule 9 below or in such other form as has been previously approved in writing by the Authority.

A21 SPECIFIC STANDARDS

In this Clause A21, unless the context indicates otherwise, the following expressions shall have the following meanings:

"Standards"	the mandatory requirements in force on TfL Stations from time to time that the Service Provider must comply with in the provision of the Services, comprising mandatory standards, applicable rules, procedures, codes, standards and safety agreements in relation to, without limitation, health and safety, environment, security, operational, engineering and ambience standards and other customer service delivery standards;
"TfL Stations"	the stations and depots, assets, systems, track and other buildings which are used in the maintenance and provision of rail services known as "TfL Stations".

Without prejudice to any other provisions of the Contract:

A21.1 The Service Provider acknowledges its awareness of the Authority's statutory duty to provide or secure a safe, economic and efficient public passenger transport services by railway for Greater London and shall at all times during this Contract have regard to the Authority's statutory duties. The Service Provider shall not, in the performance of the Services, in any manner endanger the safety of or interfere with the operation of the Authority Network or endanger the public and shall minimise any disruption to both the Authority Network and the public.

A21.2 In providing the Services, the Service Provider shall comply with Standards.

A22 OFFERS OF EMPLOYMENT (NON-SOLICITATION)

A22.1 For the duration of the Contract and for a period of six (6) months after expiry or termination of the Contract, the Service Provider shall not employ or offer employment to any Authority Group employees who have been associated with the provision of the Services by the Service Provider without the Authority's prior written consent. Any breach of this Clause shall render the Service Provider liable to pay to the Authority a sum equal to the basic salary payable to the

employee by the Service Provider during the first six (6) months of new employment.

A23 CONSULTANCY - DISCLAIMER CLAUSE

A23.1 For the purpose of Clause A23.2, **"Report"** means any report, paper or document prepared by the Service Provider for the Authority as part of or in the course of providing the Services or as otherwise requested by the Authority in connection with the Services.

A23.2 The Service Provider agrees that it shall not restrict, or attempt to restrict, its liability or include, or attempt to include, any exclusion, limitation or disclaimer of any or all of its liability in relation to its responsibility for the Report, either in the Report or elsewhere. The Service Provider expressly acknowledges that any exclusion, limitation, disclaimer or restriction of its liability in relation to its responsibility for the Report or any attempt to exclude, limit, disclaim or restrict its liability in relation to its responsibility for the Report will not have any effect.

A24 WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT REGULATIONS 2013

A24.1 For the purposes of this Clause A24, unless the context indicates otherwise, the following expressions shall have the following meanings:

"WEE Equipment" means any Equipment which falls within the scope of the WEEE Regulations; and

"WEEE Regulations" means Waste Electrical and Electronic Equipment Regulations 2013 (as amended by the Waste Electrical and Electronic Equipment and Restriction on the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (Amendment) Regulations 2014 and the Waste Electrical and Electronic Equipment (Amendment) Regulations 2015).

A24.2 When procuring any WEE Equipment for use in accordance with the Services whether by direct purchase by the Service Provider, purchase on behalf of the Authority, lease or otherwise the Service Provider will ensure that in accordance with the WEEE Regulations that the producer of the WEE Equipment (whether that be the Service Provider or a Third Party) shall assume responsibility for financing the costs of the collection, treatment, recovery and environmentally sound disposal of:

A24.2.1 all Waste Electrical and Electronic Equipment arising from the WEE Equipment; and

A24.2.2 all Waste Electrical and Electronic Equipment arising from equipment placed on the market prior to 13 August 2005 where such equipment is to be replaced by the WEEE Equipment and the WEEE

Equipment is of an equivalent type or is fulfilling the same function as the equipment.

- A24.3 The Service Provider shall indemnify and keep indemnified the Authority as a result of any Losses which it incurs as a result of any failure on the part of the Authority or the relevant producer to comply with the terms of this Clause A24.

A25 ETHICAL SOURCING

- A25.1 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. In the course of complying with this Contract, the Service Provider shall:

A25.1.1 adhere to the principles of and shall procure that its subcontractors (as applicable) adhere to the principles of the Ethical Trading Initiative ("**ETI**") Base Code as set out in Appendix 1 to this Clause A25; and

A25.1.2 implement an Ethical Sourcing and Modern Slavery Action Plan designed to protect workers from labour exploitation and human rights abuses and ensure compliance with the Modern Slavery Act 2015 and the GLA Group Responsible Procurement Policy in accordance with the requirements of Appendix 2 to this Clause A25.

- A25.2 The Service Provider will, within 90 days of the Service Commencement Date, produce an Ethical Sourcing and Modern Slavery Action Plan identifying the main risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in its supply chain, highlighting the main products and countries involved and the steps to be taken by the Service Provider to mitigate the risks in the short, medium and long term. The costs of the creation and implementation of the Ethical Sourcing and Modern Slavery Action Plan shall be borne by the Service Provider.

- A25.3 The Service Provider will update the Ethical Sourcing and Modern Slavery Action Plan annually for the duration of this Contract. More regular updates will be provided when risks of modern slavery, human trafficking, forced and bonded labour and human rights violations in its supply chain are assessed as imminent either by the Service Provider or the Authority.

- A25.4 The Service Provider shall, where relevant, train its employees and subcontractors to ensure compliance with this Clause A25. The Service Provider shall keep a record of all training completed by its employees and subcontractors and shall make a copy of the record available to the Authority on request.

- A25.5 During the course of this Contract, if the Authority has reasonable cause to believe that the Service Provider is not complying with any provision of Clause A25, then the Authority shall notify the Service Provider and the Parties shall agree a remediation plan with appropriate timeframes for compliance by the Service Provider, such remediation plan to be agreed by the Parties by no later than 30 days from the date of the Authority's notification to the Service Provider

that remedial action is required or such other period as the Parties may otherwise agree in writing. The costs of the creation and implementation of the remediation plan shall be borne by the Service Provider.

- A25.6 Following agreement of the remediation plan described in Clause A25.5, the Authority reserves the right to conduct, or require to be conducted, one or more audits, (either itself or via a third-party auditor approved by the Authority) in relation to compliance by the Service Provider with the remediation plan.
- A25.7 For the avoidance of doubt, the right of audit contained in this Clause A25 shall include without limitation the right of the Authority (or an auditor appointed by the Authority) acting reasonably to undertake physical inspections of relevant sites/factories, to conduct interviews with relevant personnel and to inspect relevant documents. The Service Provider shall co-operate and shall procure that its subcontractors (as applicable) co-operate with the Authority and the Authority's auditor in relation to all aspects of any audit.
- A25.8 The Service Provider shall make the audit reports required pursuant to Clause A25.7 available to the Authority through the Suppliers Ethical Data Exchange ("**Sedex**"), or an equivalent process.

APPENDIX 1 TO CLAUSE A25 - ETHICAL SOURCING APPENDIX: THE ETI BASE CODE

1.1 EMPLOYMENT IS FREELY CHOSEN

- 1.1.1 There is no forced, bonded or involuntary prison labour.
- 1.1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

1.2 FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- 1.2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- 1.2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- 1.2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 1.2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

1.3 WORKING CONDITIONS ARE SAFE AND HYGIENIC

- 1.3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 1.3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 1.3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 1.3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 1.3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

1.4 CHILD LABOUR SHALL NOT BE USED

- 1.4.1 There shall be no new recruitment of Child Labour.

- 1.4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any Child found to be performing Child Labour to enable her or him to attend and remain in quality education until no longer a Child.
- 1.4.3 Children and Young Persons under 18 shall not be employed at night or in hazardous conditions.
- 1.4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

1.5 LIVING WAGES ARE PAID

- 1.5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 1.5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- 1.5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

1.6 WORKING HOURS ARE NOT EXCESSIVE

- 1.6.1 Working Hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.
- 1.6.2 In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

1.7 NO DISCRIMINATION IS PRACTICED

- 1.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

1.8 REGULAR EMPLOYMENT IS PROVIDED

- 1.8.1 To every extent possible, work performed must be on the basis of recognised employment relationship established through national law and practice.

- 1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED

- 1.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

1.10 NOTE ON THE PROVISIONS OF THE ETI BASE CODE

- 1.10.1 The provisions of the ETI Base Code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this ETI Base Code are expected to comply with national and other Applicable Law and, where the provisions of law and this ETI Base Code address the same subject, to apply that provision which affords the greater protection.

1.11 DEFINITIONS

- 1.11.1 In this Appendix 1 to Clause A25:

"Child" shall mean any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 11, the lower will apply.

"Young Person" shall mean any worker over the age of a child as defined above and under the age of 18.

"Child Labour" shall mean any work by a child or Young Person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or Young Person's education, or to be harmful to the child's or Young Person's health or physical, mental, spiritual, moral or social development.

APPENDIX 2 TO CLAUSE A25 - 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

The Service Provider shall provide the Supply Chain Action Plan during the Mobilisation Period.

A26 EQUALITY, DIVERSITY AND INCLUSION

A26.1 For the purposes of this Clause A26, 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 A26 and the adoption and implementation of an EDI Action Plan, by each subcontractor and, where applicable, subject to the provisions of Clause A26.4, indirect subcontractor, of the Service Provider.

EDI Policy

A26.2 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

A26.3 The Service Provider will, within 90 days of the Service Commencement Date, produce an EDI Action Plan.

A26.4 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:

A26.4.1 adopts and implements; and

A26.4.2 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

- A26.5 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 A26.

- A26.6 Subject to Clause A26.3, 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:

- A26.6.1 an annual report on performance and compliance with the equality, diversity and inclusion provisions as set out in Clause A26.3. The annual report should set out:

- A26.6.1.1 the performance of the Service Provider over the past 12 months in relation to the EDI Action Plan;

- A26.6.1.2 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;

- A26.6.1.3 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.

- A26.7 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.
- A26.8 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 A26.6.

EDI Audit

- A26.9 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 A26. 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 A26.3, indirect subcontractors, and shall include the Minimum Records.
- A26.10 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 A26.3, 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 A26.3, 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 A26.
- A26.11 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.
- A26.12 The Service Provider shall promptly provide, and procure that its subcontractors and, where applicable subject to the provisions of Clause A26.3, 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:
- A26.12.1 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;
 - A26.12.2 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 A26.3, wherever situated and whether the Service Provider's own equipment or otherwise; and

A26.12.3 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

A26.13 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 A26 - 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
Chinese or other Ethnic Group	Chinese Any other ethnic group

	<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 A26 – EDI ACTION PLAN

The Service Provider shall provide the EDI Action Plan within 90 days of the 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						

A27 PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

A27.1 For the purposes of this Clause A27, unless the context indicates otherwise, the following expressions shall have the following meanings:

"PCI DSS" has the meaning given to it in Clause A27.2;

"QSA" has the meaning given to it in Clause A27.2.1.

A27.2 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:

A27.2.1 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;

A27.2.2 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

A27.2.3 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.

A28 STRATEGIC LABOUR NEEDS

A28.1 In this Clause A28.1, the following term shall have the corresponding meaning:

"Quarterly SLNT Monitoring Report" means the report to be prepared by the Service Provider in the form set out at Appendix 1 (*Quarterly SLNT Monitoring Report Template*) to this Clause A28 and submitted to the Authority in accordance with Clause A28.3.

A28.2 TfL is committed to the recommendations in the Department for Transport's Transport Infrastructure Skills Strategy (TISS) https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/495900/transport-infrastructure-strategy-building-

[sustainable-skills.pdf](#). The strategy outlines the need to build sustainable skills in the transport and infrastructure sector, and commits to:

- A28.2.1 delivering 30,000 new apprenticeships by 2020, reflecting the government's overall apprenticeship target and funding from the apprenticeship levy;
 - A28.2.2 ensuring the right mix of apprenticeships is on offer for the sector, including many at higher levels;
 - A28.2.3 meeting the challenge of new technologies by upskilling the existing workforce;
 - A28.2.4 promoting transport and engineering as a career of choice for the brightest and best;
 - A28.2.5 encouraging greater diversity in the workforce, setting an ambition for 20% of new entrants to engineering and technical apprenticeships in the transport sector to be women by 2020, and to achieve parity with the working population at the latest by 2030; and
 - A28.2.6 a 20% increase in the number of BAME candidates undertaking apprenticeships by 2020.
- A28.3 The Service Provider shall provide the Authority with a Quarterly SLNT Monitoring Report within ten (10) Business Days of the quarter end date in order to report any relevant skills and employment activity in connection with the Contract using the Quarterly SLNT Monitoring Report.
- A28.4 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 (as may be amended) and Clause 33 of the Contract in the collection and reporting of the information to the Authority pursuant to Clause A28.3 above.

NOTE: The DfT is revising its skills strategy in line with emerging priorities e.g. from the Covid-19 pandemic and Brexit. Until this strategy is published, TfL continue to align to the targets within the TISS and expect suppliers with SLNT contract conditions to do the same. Therefore, any reference to 2020 target dates should be considered as current until otherwise communicated by TfL.

2.3 - Forecast Outputs: Please indicate in the table below forecasted SLNT outputs											
	Apprentices						Completion	Job Creation Social Mobility (FTE)	Educational / Career Support		
	Job Start (FTE)		Workless (FTE)		Existing Staff (FTE)				Targeted Placement (Days)	Placement (Days)	Educational Engagement (Days)
	Level 2 - 3	Level 4+	Level 2 - 3	Level 4+	Level 2 - 3	Level 4+					
Previous Year											
June											
July											
August											
September											
October											
November											
December											
January											
February											
March											
April											
May											
June											
Annual Total	0	0	0	0	0	0	0	0	0	0	0
Future Years											
TOTAL											

2.4 - Milestones: Please detail key milestones related to the delivery of your SLNT outputs	
Milestone 1	Milestone 6
Milestone 2	Milestone 7
Milestone 3	Milestone 8
Milestone 4	Milestone 9
Milestone 5	Milestone 10

2.5 - Partners: Please detail any partner organisations that will assist you in your SLNT delivery (Organisation and Key Contact)	
Partner 1	Partner 6
Partner 2	Partner 7
Partner 3	Partner 8
Partner 4	Partner 9
Partner 5	Partner 10

APPENDIX 1 TO CLAUSE A28

Quarterly SLNT Monitoring Report Template

Sheet 1

SLNT Reporting Table						
Organisation						
TfL Contract / Project						
Date						
SLNT Reporting Period (Quarter)						
SLNT Activity Area	Priority Output	Outputs this Period	Total Outputs to date	Cross Check		Additional Detail / Information
				SLNT Value	SLNT Totals	
Apprentices (monitoring data to be provided on Sheet 3)						
New Entrant - Level 2-3 (FTE)	Y			1	0	
New Entrant - Level 4+ (FTE)	Y			1.5	0	
Social Mobility - Level 2-3 (FTE)	Y			1	0	
Social Mobility - Level 4+ (FTE)	Y			1.5	0	
Exisiting Employee - Level 2-3 (FTE)	Y			1	0	
Exisiting Employee - Level 4+ (FTE)	Y			1.5	0	
Apprenticeship Success (monitoring data to be provided on Sheet 2)						
Completion (FTE)				1	0	
Job Creation (monitoring data for placements to be provided on Sheet 2)						
Social Mobility (FTE)				1	0	
Job Creation (monitoring data to be provided on Sheet 2)						
Targeted Placement Position (Days)				10	0	
Placement Positions (Days)				20	0	
Educational Engagement (Days)				20	0	
				Total SLNT Activity	0	
				Priority Activities	0	

SCHEDULE 3 – SPECIFICATION



Contract for the Provision of Car Park Management Services

Schedule 3 Specification

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Appendix 2: Inventory – All Locations

Appendix 3: London Overground – Location Plans

Appendix 4: Elizabeth Line – Location Plans

Appendix 5: London Underground – Location Plans

Appendix 6: Authority's Financial Periodic Calendar

Appendix 7: Equipment

Appendix 8: Authority's Consent

1. Introduction

1.1. Overview

This Specification forms defines the Authority's requirements for a comprehensive range of parking operation and site management services, including:

- Car park management, staffing and administration
- Revenue generation, including the provision of site-specific strategies to maximise revenue performance and supporting the implementation of ancillary (non-parking) services
- Revenue collection, reconciliation, and settlement
- Operating and capital investment cost management
- Enforcement of car park terms and conditions
- Provision of a 24/7 remote CCTV control centre and customer service functions
- Car park facilities management and maintenance
- Integration with existing and future hardware and software infrastructure and Payment Platform
- Data collection, analysis, and insight to support the Authority's commercialisation strategy
- Car park analytics, reporting and liaison

The Authority has appointed a separate service provider for the provision of a cashless digital payment platform ("the Payment Platform"). The Service Provider and the service provider of the Payment Platform are required to 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 78 car parks at London Underground, Overground and Rail for London stations, providing a total of 10,473 parking bays.

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

These reports provide site addresses, space numbers, plans, details of the Authority's assets present (CCTV cameras, P&D machines, EV Charge Points etc.) and site plans.

The London Housing Strategy sets out the Mayor's plans to tackle the capital's housing crisis and his vision to provide all Londoners with a good quality home they can afford. To support this Mayoral priority, the Authority's is working with leading housing developers to use its land to create much-needed new homes. Designed with sustainability in mind, these new homes will help tackle the housing crisis alongside generating long-term income to invest in the public transport network. The car park portfolio plays a part in supporting this Mayoral objective as the Authority's are progressing the potential development of a number of car parking sites (potentially representing around 35 per cent of parking bays).

1.3. The Authority's 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

B) Supercharge non-parking revenue growth	3. Ensure high quality of service to the Authority's customers
	4. Grow ancillary revenue from car park customers
	5. Transform low-return space as new commercial opportunities
C) Future-proof operations and reduce costs	6. Prioritise lower value sites for redevelopment/ Mayoral priorities
	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 Service Provider to support and advise as set out throughout this Specification.

The Service Provider will be expected to collate data and provide comprehensive insight on the current and forecast future performance of the car parks, assisting the Authority in its decision-making, particularly with respect to the goals above (see s. 15.3.).

1.4. Summary of Responsibilities

The proposed division of roles/responsibilities between the Authority and the Service Provider are summarised as follows. Note that the Authority reserves the right to alter, add or subtract to these throughout the duration of the contract, subject where appropriate to the provisions of 10.4.

Theme	Function	Responsibility
Portfolio Management	1. Set size, outcomes, and delivery model	The Authority
	2. Manage suppliers and interfaces with the Authority	The Authority
Parking Operations	3. Set customer offer and parking strategy	The Authority to lead Service Provider to advise
	4. Parking operations and site management	Service Provider
	5. Manage and maintain parking assets	Service Provider
Core Asset Management	6. Set core asset strategy	The Authority
	7. Manage and maintain assets	Shared (see table at Section 4.1.)

Theme	Function	Responsibility
Alternative Uses	8. Set alternative use strategy	The Authority
	9. Source and manage alternative uses	The Authority to source and manage. Service Provider to

10. Deliver and operate alternative uses

manage site and
operational changes
needed
3rd Parties

1.5. The Authority's Expected Outcomes

Considering 1.3. and 1.4., the Authority's expected outcomes/objectives for the contract include:

- Clean, well maintained sites, with inspections carried out in line with the appropriate Service Provider standards and any wants of repair/maintenance and/or health and safety matters identified and escalated quickly
- Improved parking revenue performance and growth
- High levels of customer compliance with car park terms and conditions through the use of technology, clear communication, and a flexible range of parking products
- A robust but customer-centric enforcement regime in which the issuance of a PCN is considered a failure of operation in the majority of circumstances
- Creation of flexible, innovative parking products to drive revenue growth
- Continuous Improvement (not at the expense of service levels)
- Detailed analytics and recommendations to support the Authority's strategic decision-making processes
- A culture of innovation across all aspects of operation

1.6. Service Provider Proposals

The Service Provider shall be responsible for defining some aspects of the operation, including:

- Staffing and rotas, to include both customer-facing and management staff, with the latter to include an account manager (or equivalent) who shall act as the Authority's primary point of contact with the Service Provider
- Staff responsibilities, conduct and training procedures
- Frequency of site visits (both enforcement and maintenance), based on size, location, revenue performance, compliance history etc. Advise as to the frequency of site visits for both ANPR and non-ANPR enabled car parks.
- Asset inspection procedures and standards,
- Process for the capture of data on asset condition (including details of what data will be captured)
- Process and thresholds for escalation of faults to the Authority's maintenance teams, including provision of evidence to the Authority.
- Process for reporting on works undertaken and supplying relevant data to the Authority.
- Payment channels
- Processes for monitoring and advising the Authority on the replacement/removal of revenue collection and/or parking control equipment

- Solution for performance monitoring and the reporting/transfer of data to the Authority with this to include revenue/transaction data, vehicle numbers/occupancy, dwell times and parking products sold
- Processes for monitoring and recommending adjustments to tariff/range of parking products
- Data analysis and insight processes
- Integration with Payment Platform Provider systems
- Incentive fee structure (see 17.1.)

The Service Provider shall provide proposals with respect to the above areas of operation as part of the bid process. The Authority shall review and approve/request amendments to these proposals as appropriate, at its discretion.

The Service Provider shall formalise proposals as part of the Operational Manual, to be produced during the mobilisation period (see 10.2.) The Service Provider shall be responsible for reviewing and proposing refinements to the proposals throughout the contract.

2. Revenue

2.1. Revenue Management

- 2.1.1. The Service Provider shall be responsible for all parking-related revenue generation, collection, banking, reconciliation, and settlement.
- 2.1.2. The Authority shall at all times remain in control of all tariffs and parking products. The Service Provider shall review tariffs and parking products regularly and advise the Authority on tariff optimisation or the implementation of new parking products.
- 2.1.3. The Service Provider shall be required to maximise revenue performance at the car parks at all times, in line with the Authority's key objectives for the contract outlined at 1.1.
- 2.1.4. The Service Provider shall be incentivised to grow revenue year-on-year via the incentive payment structure described at 17.1.

2.2. Revenue Settlement

- 2.2.1. The Service Provider shall procure the transfer to the Authority of all revenue actually received, with no deduction for operating costs, management fees, or any other expenditure, into dedicated bank account(s), within 28 days of the end of each four week period.
- 2.2.2. 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.

2.3. Customer Payment Options

- 2.3.1. Customers will be provided with the option of payment through either the existing payment terminals or the cashless Payment Platform (Lot 2).
- 2.3.2. The Payment Platform shall be operated by a nationally recognised brand, the contract for which shall be procured as part of a separate contract undertaken by TfL on behalf of the Authority and shall offer a range of payment options including phone, smartphone app, web, registered account, and automatic billing (for those sites in which ANPR equipment is present).
- 2.3.3. The Service Provider shall be responsible for ensuring that the existing payment terminals, any future revenue collection equipment, and the Payment Platform integrate with its own back-office systems to provide seamless customer experience, reporting and support operational activities such as enforcement.

2.4. Season Tickets & Other Parking Products

- 2.4.1. The Authority shall determine all parking tariffs across the portfolio, including those for season tickets and other non-standard rate parking products.
- 2.4.2. The Service Provider shall advise the Authority with respect to the range and pricing of parking products across the portfolio. This advice shall be provided on a location-by-location basis with regard to the individual demand-side characteristics of each car park.

2.4.3. Products for consideration shall include (this list being by no means definitive):

- Flexible season tickets: a flexible season ticket regime to accommodate changing working patterns, i.e. duration linked to number of days used as opposed to a fixed period
- Contract parking for the staff of local businesses
- Flexible tariffs to optimise revenue
- Emissions-based tariffs: a variable tariff linked to a vehicle's emissions status (at ANPR enabled car parks)
- Service bundles, e.g., parking and EV charging

3. Operating Costs

3.1. Operating Cost Management

- 3.1.1. The Service Provider shall operate the car parks in a cost effective manner at all times, realising cost savings where possible without detriment to the quality of the operation, particularly customer service levels.
- 3.1.2. The Service Provider shall invoice the Authority for all costs incurred within 28 days of the end of each four week period, for settlement by the Authority within 28 working days.
- 3.1.3. Accruals, reversals, and actual incurred/invoiced costs must be clearly outlined.
- 3.1.4. The Service Provider shall maintain a record of all items of expenditure and shall keep copies of all corresponding receipts and/or invoices.
- 3.1.5. The Authority shall reserve the right to audit the Service Provider's stated costs at any point during the Contract at its own expense.
- 3.1.6. The Service Provider shall be responsible for managing any relationships with third party service providers that may be required, subject to the Authority's approval. The Authority reserves the right to contract directly with any third party service providers at its discretion and to require the replacement of any service provider.

3.2. Operating Cost Budget

- 3.2.1. Prior to contract start the Service Provider shall propose an annual operating cost budget for years 1 to 5 for approval by the Authority, by populating the Financial Model template provided to the Service Provider as part of the tender documents.
- 3.2.2. Budget lines shall include, but not be limited to:
 - Management Fee
 - Staffing
 - Administrative, Contract Management and Payroll
 - Health and Safety
 - Utilities
 - Cleaning
 - Planned and Reactive Maintenance
 - Insurance – building/product, professional indemnity, public liability, employer's liability
 - Payment Processing Fees
 - IT and Licenses
 - Consumables
 - Signage, Marketing, and Advertising
- 3.2.3. Should any variance or additional spend to the annual budget be required, above a pre-agreed threshold, this will be reported and presented to the Authority by the Service Provider for approval.

4. Facilities Management & Maintenance

4.1. Maintenance

- 4.1.1. The Service Provider shall be responsible for inspecting and monitoring the condition of the car parks, with specific areas for consideration to include (but not be limited to):
- All car park surfaces and coatings, including bay lining
 - Car park ramps
 - All parking equipment including payment machines, ANPR, and all related IT, M&E and physical infrastructure
 - CCTV cameras and all related infrastructure
 - Cycle racks
 - Lighting
 - Signage and VMS
 - Landscaping and vegetation
 - Fences, crash barriers and other perimeter treatments
 - Drainage
 - Waste bins and salt grit bins
 - Existing Attendant Cabins
 - Posts/Bollards
 - Height Restrictor Barriers (where applicable)
 - Access Gates (Adjacent to entrances where applicable)
 - Padlocks (where applicable)
 - Any additional structures or assets added during the contract term (e.g. staff accommodation)
- 4.1.2. Depending on the nature of the maintenance requirement, works shall be undertaken by the Authority's framework suppliers, the Service Provider itself or, where the subject equipment is subject to a maintenance agreement with a third party (i.e., P&D machines), the maintenance contractor.
- 4.1.3. During the Mobilisation Period, the Service Provider shall provide details of proposed procedures for inspection, assessment, recording and reporting of the condition of the car parks and physical assets within, and escalation of major faults/wants of repair/maintenance to the Authority's maintenance team, as part of the Operational Manual.
- 4.1.4. The Service Provider may be required to update the Authority's asset condition database following repair/maintenance works, or alternatively be required to supply the Authority with relevant data to enable the database to be updated
- 4.1.5. The division of responsibility for individual areas of maintenance is summarised below.

<i>Category</i>	<i>Maintenance By</i>
Car Park Surface (Major resurfacing, collapsed surface)	The Authority

Car Park Surface (Minor potholes, cracks)	Service Provider
Car Park Painting & Lining	Service Provider
Car Park Structure	The Authority
Payment Kiosks	Service Provider
ANPR Equipment	Service Provider
Cabling and IT Infrastructure	The Authority
EV Charging Points	Maintenance Contractor
CCTV Cameras	Service Provider
Cycle Racks	Service Provider
Lighting (Minor – bulb and head replacement, electrical faults)	Service Provider
Lighting (Major – column replacement, re-cable)	The Authority
Signage (Standard)	Service Provider
Signage (VMS)	Service Provider
Landscaping and Vegetation	Service Provider
Fences (Trackside)	The Authority
Fences (All Other)	Service Provider
Drainage (Light – Surface gullies, aco drainage channels)	Service Provider
Drainage (Major – Infrastructure, below surface)	The Authority
Waste and Salt Bins	Service Provider
Existing Attendant Cabins	Service Provider
Posts/bollards	Service Provider
Height Restrictor Barriers (where applicable)	Service Provider
Access Gates (Adjacent to entrances where applicable)	Service Provider
Padlocks (where applicable)	Service Provider
Additional Assets -	TBC

- 4.1.6. The Service Provider is to inform the relevant party of any maintenance issues or wants of repair that fall under either the Authority's or the maintenance Contractor's jurisdiction immediately once known to the Service Provider (the threshold for such escalation being defined in the Operational Manual).
- 4.1.7. All works that fall under the Service Provider's jurisdiction shall be undertaken in a timely manner in line with the relevant KPI requirements (see s.14.).
- 4.1.8. The Service Provider shall ensure that all of the items that fall under its own jurisdiction are maintained to the standard inherited at the start of the Contract, save for those locations/items where immediate want of maintenance is identified as part of 4.1.9.
- 4.1.9. The Service Provider shall develop and implement a costed planned and preventative maintenance programme, covering all sites within the portfolio. This shall be submitted to the Authority for approval within two months of contract start.
- 4.1.10. The Service Provider is responsible for updating the site plans included at Appendices 3, 4, 5 throughout the contract term when there is any change to car park layouts, assets, or the designation of car park spaces.
- 4.1.11. The Service Provider shall have no obligation to inspect or maintain Obsolete Equipment.

4.2. Cleaning

- 4.2.1. The Service Provider shall be responsible ensuring high standards of cleanliness and tidiness at all times and shall manage all cleaning throughout the car parks, including but not limited to:
- Litter picking
 - Removal of rubbish (including any fly tipping)
 - Surface sweeping and washing
 - Cleaning of lighting and signage
 - Cleaning of payment machines and barriers
 - Cleaning of CCTV/ANPR
 - Graffiti removal
 - Twice yearly deep cleaning
- 4.2.2. The Service Provider shall, as necessary, procure the services of any specialist third party cleaning company required to fulfil the obligations of 11.2., subject to the Authority's approval.
- 4.2.3. The Contractor shall ensure that all materials or products used to fulfil its obligations under 11.2. meet current environmental standards and its ISO 14001 accreditation.

4.3. Winterisation

- 4.3.1. The Service Provider shall be responsible for ensuring that the car parks are safe during inclement weather, including where necessary the removal of snow, ice and standing water.
- 4.3.2. The above shall include any access roads, footways, and footpaths (where these fall under the Authority's ownership), to ensure safe access/egress to and from the car parks.
- 4.3.3. The Service Provider is to undertake gritting at all car parks and will be responsible for ensuring that the grit bins are fully stocked.
- 4.3.4. The Service Provider is to prioritise customer walkways, Blue Badge spaces and other high footfall areas within the car parks for gritting.

4.4. Management of Third Party Contractors

- 4.4.1. The Service Provider shall be responsible for the day-to-day management of any third party equipment maintenance agreements, including 'full ownership' of the repair/maintenance process audit trail.
- 4.4.2. The Service Provider shall be responsible for remote management of parking equipment through back office software, and for notifying the equipment maintenance contractor of any impending or actual faults.
- 4.4.3. All faults or wants of repair shall be reported to the Authority and the Maintenance Contractor

- 4.4.4. The Service Provider shall be responsible for ensuring that any third party equipment maintenance agreements have maximum 4 hour response times, including at weekends.
- 4.4.5. The Service Provider shall provide recommended maximum fix times for parking equipment faults as part of the Operational Manual (per s. 10.2), to include ANPR and Payment Machines.

5. Parking Enforcement

5.1. General Enforcement & Mobile Patrols

- 5.1.1. The Service Provider is responsible for developing for the Authority's approval conditions of use of the Car Parks which apply to Customers, which comply with all Applicable Laws, reflect Good Industry Practice and the provisions of this Agreement. The Service Provider shall ensure such conditions of use are, once approved prominently displayed at the Car Parks in order to ensure that such conditions apply to the use of the Car Parks by Customers. The Service Provider shall from time to time in accordance with Good Industry Practice review those conditions of use,
- 5.1.2. The Authority shall sign a letter confirming that the Service Provider is operating the Car Parks (including issuing PCNs) on behalf of the Authority in the form required to comply with Applicable Laws and on terms reasonably acceptable to both parties.
- 5.1.3. The Service Provider shall undertake parking enforcement duties across the car parks, to include the issuance of Parking Charge Notices (PCN) and the removal of vehicles.
- 5.1.4. The Service Provider shall ensure high levels of compliance with car park terms and conditions through the effective patrolling of the car parks and, where present, the operation of ANPR systems.
- 5.1.5. The Service Provider shall implement a mobile patrol system, whereby the car parks are visited at regular intervals.
- 5.1.6. The Service Provider shall keep a log of intended frequency of patrols and shall adjust the frequency of visits as required to ensure high levels of compliance are maintained.
- 5.1.7. During patrols, the Service Provider's employees shall identify any contraventions of car park terms and conditions and issue PCNs as required.
- 5.1.8. The Service Provider's handheld device/system will be required to connect the Payment Platform (Lot 2) systems to validate if a vehicle has made payment for a parking session.
- 5.1.9. PCNs to be issued via electronic handheld device/printer, or via post at ANPR enabled sites.
- 5.1.10. The Service Provider shall photograph any parking contraventions in accordance with British Parking Association (BPA) Approved Operator Scheme (AOS) guidance.
- 5.1.11. The Service Provider shall keep records of all PCNs and supply to the Authority upon request.
- 5.1.12. The Service Provider shall manage the PCN process from issuance to completion, including any appeals, management of payments and reconciliation, debt recovery and reporting to the Authority.
- 5.1.13. The Service Provider shall provide details of its proposed PCN management process as part of the Operational Manual (s.10.2). This must include details of each step in the PCN process, with quantifiable trigger points and a demonstrable logic.

5.2. ANPR

- 5.2.1. The Service Provider shall operate and manage the in situ fixed ANPR systems present at 28 of the car parks.

- 5.2.2. The Service Provider shall conduct analysis of the data generated by the ANPR systems in order to ensure high levels of compliance with car park terms and conditions at the ANPR-equipped sites.
- 5.2.3. The Service Provider's duties with respect to ANPR shall include:
- Collating and analysing ANPR data to produce a periodic contravention report
 - Requesting vehicle keeper data from DVLA and issuing either a Customer Notice (for initial offences) or PCN to customers by post
 - Managing the PCN process through appeals, management of payments and reconciliation, debt recovery and reporting to the Authority.
- 5.2.4. The Service Provider shall ensure that the ANPR back office system integrates with its own systems to allow the performance of the duties in 5.2.2. and 5.2.3.
- 5.2.5. The Service Provider shall ensure that the ANPR back-office system can integrate/connect to the Payment Platform (Lot 2) systems to allow the performance of the duties in 5.2.2. and 5.2.3
- 5.2.6. The Service Provider shall support the Authority as required in the expansion of the ANPR regime to cover any additional sites within the portfolio. 5.2.2. to 5.2.4. above shall apply to any sites at which ANPR equipment is installed throughout the life of the contract.

5.3. Parking on Private Land Appeals (POPLA)

- 5.3.1. In addition to its own internal complaints/appeals process, the Service Provider shall administrate the POPLA regime
- 5.3.2. The Service Provider shall report all POPLA appeals to the Authority , alongside details of resolution
- 5.3.3. The Service Provider shall analyse any POPLA appeal failures to identify areas for improvement
- 5.3.4. POPLA appeal costs are not a recoverable operating expenditure item. Any operational deficiencies uncovered via the POPLA process shall be rectified at the Service Provider's cost

5.4. Enforcement Culture & PCN Recovery

- 5.4.1. The Authority require the enforcement regime at its car parks to be preventative rather than punitive, with a culture that views the issuance of a PCN as a failure of operation.
- 5.4.2. The Service Provider shall seek to maximise parking revenue through compliance with the car park terms and conditions, the provision of flexible and varied parking products and multiple payment channels.
- 5.4.3. The Authority will not set targets for the number of PCNs issued or incentivise the Contractor to issue PCNs.
- 5.4.4. The Authority reserves the right for first offences at ANPR-enabled car parks to be treated as a customer relationship opportunity. In these instances, DVLA registered keeper details will be used to contact the registered keeper, noting failure to pay, and offering an opportunity to register for a parking account and pay the tariff owed plus an administrative fee (to cover DVLA costs).
- 5.4.5. Notwithstanding points 5.4.1. to 5.4.3., the Authority recognises that the issuance of PCNs can be an important tool to ensure compliance where other methods fail.

5.4.6. In order to maintain the efficacy of the PCN as a deterrent, the Authority requires a PCN revenue recovery rate of 60%.

5.4.7. The Service Provider shall maintain a PCN aged debt record.

5.5. Management of Staff & Blue Badge Spaces

5.5.1. The Service Provider shall be responsible for the management of designated staff and blue badge spaces.

5.5.2. During patrols, the Service Provider's employees shall ensure that all cars parking within staff or blue badge spaces are displaying a valid staff permit, blue badge or are included within the exceptions list.

5.5.3. The Service Provider's handheld device/system will be required to connect the Payment Platform (Lot 2) systems to validate if a vehicle is on the exceptions list.

5.5.4. The Service Provider shall issue PCNs to any non-authorised vehicle parked in a designated staff or blue badge space.

5.5.5. Staff parking in non-staff spaces shall be issued with a warning notice, followed by a PCN on second offence.

5.5.6. The Service Provider shall manage a staff permit database and exceptions list.

6. Signage & Traffic Management

6.1. Signage

- 6.1.1. The Service Provider is responsible for the installation and maintenance of all signage in the car parks, including welcome signs, tariff boards, CCTV, directional and wayfinding signs, Park Mark signs and any other signs required by the Authority to address changing circumstances (e.g. legislation, new equipment). All signage design shall be subject to the Authority's approval and shall adhere to the Authority's design standards per: <https://tfl.gov.uk/info-for/suppliers-and-contractors/design-standards?intcmp=5837>
- 6.1.2. Tariff boards must clearly display the car park terms and conditions and limitations of liability and must be capable of being frequently updated without additional cost.
- 6.1.3. Signage must be kept clean (including free of graffiti), current and securely fixed to posts or other fixtures.
- 6.1.4. Signage must be compliant with any changes to relevant legislation, regulations, or standards.
- 6.1.5. The Service Provider's logo must appear on the signage but not be overly prominent, so that it is clear that the car parks are Authority owned but operated in partnership with the Service Provider.
- 6.1.6. The Service Provider shall ensure that Variable Messaging Signage, where present, is integrated with its back office systems and is capable of being updated to reflect any changes in tariff, terms and conditions, traffic management policy, legislation, regulations, or standards as may be required.

6.2. Traffic Management

- 6.2.1. The Service Provider shall be responsible at all times for the management of traffic within the car parks, ensuring that proactive measures are taken to minimise congestion and queuing and to maximise dynamic capacity.
- 6.2.2. The Contract must react quickly to any acute problems caused by, say, a broken-down car in an exit lane.
- 6.2.3. The Service Provider shall work responsibly and cooperatively with the Highway Authority and other relevant third parties to facilitate access to and egress from the car park, as well as taking proactive measures to ensure that congestion on the local road network is minimised.

7. Customer Service

7.1. Customer Service

- 7.1.1. The Service Provider and its employees shall at all times endeavour to provide the highest possible standard of customer service to the Authority's service users and stakeholders.
- 7.1.2. The Service Provider's employees are required to maintain at all times a professional, approachable, and helpful demeanour and to proactively assist customers during enforcement patrols and site visits, and in all other interactions with service users and stakeholders.

7.2. Customer Surveys

- 7.2.1. The Service Provider shall be required to undertake an independent customer satisfaction survey carried out by a specialist provider.
- 7.2.2. The survey shall cover a sample of car parks within the portfolio (to be decided by the Authority) and be undertaken on an annual basis.
- 7.2.3. The organisation and timing of the survey shall be at the Service Provider's discretion, though results must be provided to the Authority by the first anniversary of the contract term.
- 7.2.4. The survey must provide the following information:
 - Customer postcode
 - Frequency of car park usage
 - Customer satisfaction with car park operation
 - Customer satisfaction with car park condition
 - Customer satisfaction with the range and type of parking products and payment channels offered
 - Customer perception of tariff
 - Customer perception of app
 - Customer perception of safety and security
 - Open text: any changes customer would like to see

7.3. Control Centre: CCTV & Customer Helpdesk

- 7.3.1. The Service Provider shall operate a 24/7 Control Centre, which shall fulfil two purposes: the monitoring and operation of CCTV systems and provision of a remote customer service helpdesk.
- 7.3.2. The Service Provider shall provide details of its proposed CCTV monitoring procedure as part of the Operational Manual (s. 10.2).
- 7.3.3. An inventory of CCTV equipment is provided at Appendix 2.
- 7.3.4. The Service Provider shall be responsible for ensuring that the CCTV system is linked from the interface provided or procured by the Authority to the Control Centre, and any other relevant back-office systems.

- 7.3.5. The Service Provider shall provide a comprehensive CCTV management service, to include the recording of CCTV data and monitoring and maintenance of cameras and any related Authority assets.
- 7.3.6. All data collection, storage and analysis must be undertaken in compliance with the relevant legislation.
- 7.3.7. Provision must be made for data to be extracted at the car park level and to be made available upon request to the Authority, the British Transport Police and other relevant authorities.
- 7.3.8. Any CCTV faults or wants of maintenance must be rectified within 24 hours.
- 7.3.9. The Service Provider shall also be required to provide remote customer support via a Customer Helpdesk.
- 7.3.10. The Helpdesk shall be available to the Authority's customers during working hours (say 6am – 9pm, to be discussed and agreed by the Authority).
- 7.3.11. The Service Provider shall provide details of its proposed out of hours customer service strategy as part of the Operational Manual (s. 10.2).
- 7.3.12. The Service Provider shall ensure that the Authority's customers are able to contact the Customer Helpdesk via a range of appropriate channels, to include at a minimum phone, text, and email.
- 7.3.13. The Service Provider's staff must provide prompt, professional assistance to any customers that use the Customer Helpdesk service.
- 7.3.14. The Service Provider shall keep a record of all customer contacts. These records shall include details of:
- Number of customer contacts
 - Details of reason for contact, e.g. asset condition, pricing, lighting, payment machines or other parking equipment, payment methods
- 7.3.15. The Service Provider shall report all customer contacts to the Authority on a periodic basis, enabling the actioning of appropriate response (if required).
- 7.3.16. The Service Providers obligations to monitor and operate the CCTV systems are subject to the Authority procuring access for the |Service Provider to the online link to those CCTV systems.

8. Marketing & Communications

8.1. Branding

- 8.1.1. All car park signage will follow the Authority's general branding conventions per <https://tfl.gov.uk/info-for/suppliers-and-contractors/design-standards?intcmp=5837>
- 8.1.2. The Service Provider's logo shall appear on all signage, but shall not be overly prominent, as to make it clear that the car parks are the Authority's car parks operated in partnership with the Service Provider.
- 8.1.3. Employee uniforms shall be jointly branded with the Contractor name in partnership with the Authority.
- 8.1.4. All marketing materials shall follow the Authority's branding guidelines and the conventions set out in this section, with design subject to the Authority's approval.

8.2. Marketing & Advertising

- 8.2.1. Prior to the start of the contract and every anniversary thereafter, the Service Provider shall produce an annual marketing and communications plan for approval by the Authority.
- 8.2.2. The marketing and communications plan shall set out a comprehensive strategy for the promotion and marketing of the car parks, including the design of promotional material, customer communication strategy and the use of marketing to drive revenue growth.
- 8.2.3. The Service Provider shall proactively advertise and market the car parks through any appropriate channels in line with the strategy set out in the marketing and communications plan, with potential channels including but not limited to print, digital, social media etc.
- 8.2.4. The Service Provider shall seek and implement (subject to the Authority's approval) partnerships and cross-promotional agreements with local and national businesses.
- 8.2.5. Subject to the Authority's approval, the Service Provider shall administer and actively promote various types of parking product and rates.
- 8.2.6. The Service Provider may use data obtained via the Payment Platform (prebooking and customer account details) to undertake targeted marketing, subject to this complying with GDPR or any other relevant legislation pertaining to the use of personal data.

9. Management, Staffing & Administration

9.1. Staffing

- 9.1.1. The Service Provider shall be responsible for the recruitment of all staff, with these staff being the direct employees of the Service Provider.
- 9.1.2. The Service Provider shall at all times maintain the agreed staffing levels and rota (unless varied in agreement with the Authority), and for keeping the staffing model under review throughout the contract.
- 9.1.3. The Service Provider shall ensure that no persons employed would present a threat to the security of the car parks, equipment, the Authority's staff or customers.
- 9.1.4. The Service Provider shall ensure that all staff are competent to perform the duties for which they are employed and shall provide its staff with all equipment necessary to perform their duties.
- 9.1.5. The Service Provider shall manage TUPE regulations in transferring staff from the existing Service Provider.
- 9.1.6. The Service Provider shall ensure that it maintains sufficient staffing levels to provide sickness and holiday cover, and to respond to a request for attendance at a car park within 1 hour, if made by the Authority, British Transport Police or the emergency services.
- 9.1.7. The Service Provider shall ensure that it retains sufficient operational flexibility to respond to changes in the Authority's hours of operation, altering staff presence as required, subject to the provisions of 10.4.
- 9.1.8. The Service Provider shall operate a system of Quality Management that is accredited to ISO9001 or an equivalent standard.

9.2. Staff Supervision & Management

- 9.2.1. The Service Provider shall ensure that, where possible and appropriate, staff are subject to supervision throughout the duration of the contract.
- 9.2.2. Per 1.6., the Service Provider shall propose a staff and contract management structure. The latter shall include the provision of an account manager to act as the Authority's nominated contact, assist the Authority in monitoring compliance with KPIs and provide strategic guidance with respect to the portfolio.

9.3. Staff Relations

- 9.3.1. The Service Provider shall use best endeavours to ensure that good staff relations are maintained, and a positive working environment is created for all employees, at all times during the period of the contract.
- 9.3.2. The Service Provider must use its best endeavours to ensure that staff turnover is minimised whilst still maintaining the highest standards of professionalism in relation to the provisions of the contract.
- 9.3.3. The Service Provider is to regularly review the performance of each employee and provide all necessary training.

9.4. Staff Role & Duties

- 9.4.1. Per 1.6., the Service Provider shall provide proposals with respect to both staff roles and duties and the frequency of car park patrols, for the Authority's approval. The Authority shall reserve the right to require the Contractor to increase or decrease frequency of patrols at any site during any time in the contract.
- 9.4.2. Duties that may be included within the Service Provider's proposals include::
- Providing a human presence for reasons of customer service and safety/security
 - Enforcing terms and conditions and issuing PCN's
 - Checking the condition and functionality of the Authority's assets and either undertaking maintenance or escalating maintenance requirements to the Authority (see Appendix 2 – Inventory – All Locations).
 - Maintaining the cleanliness of the car parks
 - Ensuring that the agreed winterisation procedures have been followed
- 9.4.3. The Service Provider shall ensure than an accurate record of all site visits is maintained, to include:
- The name of the staff member(s)
 - Time of arrival and departure
 - Actions undertaken while on site

9.5. Staff Conduct

- 9.5.1. The Service Provider shall provide proposals on staff conduct as per the requirements of 1.6., to include required behavioural standards and attitude.

10. Contract Management

10.1. Mobilisation

10.1.1. Following contract award but prior to contract start, the Contractor shall be required to liaise with the Authority, the Payment Platform provider and/or any other relevant stakeholders, attending workshops/meetings as required.

10.1.2. During the mobilisation period the Service Provider shall, working with the Authority and any member of the Authority's group, develop a comprehensive Mobilisation Plan, with areas for consideration to include, (but not being limited to):

- Recommendations on tariff structure and parking products
- Integration with Payment Platform, ANPR, existing hardware and the Authority's systems
- Control Centre mobilisation and integration with CCTV
- Staff recruitment (including TUPE) and training
- Site inspection and rectification of any acute issues that will impact on operability of site
- Health and safety
- Traffic management
- Marketing and communications
- Operation during transition phase, including timeline

10.2. Operational Manual

10.2.1. 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
- Patrol schedule and procedures for inspection, recording and reporting of asset condition
- Enforcement procedures, including PCN policy and process for issuing PCNs, demonstrating a clear logic and quantifiable trigger points
- Maintenance and cleaning schedules, including planned and preventative maintenance programme
- Maximum repair times for parking equipment faults
- CCTV monitoring procedures
- Customer service and complaints handling policies
- Out of hours customer service offer/strategy
- Health and safety risk assessments
- Procedures for ensuring close communication, data sharing and operational alignment between the Authority, the Service Provider, the Payment Platform provider, and any other relevant stakeholder
- Use of technology to maximise operational efficiency and financial performance

- Reporting formats including Operating Cost Budget, Revenue Forecasts, Profit and Loss Accounts, Weekly, Monthly and Annual Financial Reports and KPI Reports
- Reporting procedures and processes
- Data handling, storage, and analysis
- Procedure for periodic review of usage data and ancillary services
- Year 1 Operating Cost Budget and Revenue Forecasts
- Business Continuity/Disaster Recovery Policy

10.3. Integration with the Authority's Activity

- 10.3.1. The Service Provider may be required to temporarily or permanently adjust its operations at specific sites or across the portfolio generally in order to support the Authority's wider service offer and operations.
- 10.3.2. The Service Provider may be required, for example, to alter its service provision in order for the Authority and/or its contractors to utilise space at the car parks in order to:
- Act as start/finish point for rail replacement buses
 - Allow staff and vehicles access for trackside works
- 10.3.3. 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 10.4., the Authority will engage the Service Provider in discussion around integration with the proposed activity or initiative.

10.4. Contract Variation

- 10.4.1. 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 Contractor's management
 - Increasing or decreasing the number of public or staff spaces at any car park
 - Closing all or part of any car park temporarily or permanently
 - Redeveloping all or part of any car park to provide an alternative land use
 - Requesting an increase or decrease in staffing numbers
 - Requesting an increase or decrease in patrol frequency at any or all sites
 - Adding or removing maintenance responsibilities with respect to any of the Authority's asset
 - Temporarily or permanently repurposing all or part of any car park to provide ancillary services or to support the provision of the Authority's wider service
- 10.4.2. The Authority shall provide the operator with reasonable notice if it seeks to undertake any of the variations listed above.
- 10.4.3. 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 Authority's Base Management Fee.

10.5. Exit Strategy

- 10.5.1. The Service Provider shall produce an Exit Strategy following the first anniversary of contract start, to include details of proposed processes for handover to an incoming Service Provider/Authority department on contract expiry/termination.

11. Safety, Health & Environment

11.1. Health & Safety

- 11.1.1. The Service Provider is to be responsible for health and safety at the car parks and will be the custodian of the audit trails for all Health and Safety related matters
- 11.1.2. The Service Provider must put in place and maintain all Health and Safety policies and risk assessments as required by law.
- 11.1.3. The Service Provider and all employees are to comply with all Health and Safety legislation and procedures.
- 11.1.4. All employees are to be trained and are to be competent in any operation they are undertaking, including but not limited to the use of chemicals and all machinery and equipment.
- 11.1.5. All PPE is to be supplied by the Service Provider and is to be appropriate for the work employees are undertaking, in line with Health and Safety legislation and associated risk assessments.
- 11.1.6. In all areas under their control, the Service Provider shall ensure that non-trained personnel are protected, access is restricted as required all appropriate signage is displayed.
- 11.1.7. The Service Provider shall work directly with any other parties operating from/trading in the car parks in order to ensure the safety of all staff or members of the public.

11.2. Environmental Management

- 11.2.1. The Service Provider shall be accredited to ISO 14001 or equivalent standard for the duration of the contract.
- 11.2.2. If not already in place, the Service Provider shall achieve accreditation to ISO 14001 within 12 months of contract start, with all associated costs to be borne by the Service Provider.
- 11.2.3. The Service Provider shall at all times ensure compliance with applicable environmental legislation and best practice environmental management processes.

11.3. Construction Design & Management

- 11.3.1. The Service Provider shall abide by the requirements of the Construction Design and Management Regulations 2015 where relevant.

12. Management of Data

12.1. Data Management

- 12.1.1. The Service Provider must have a dedicated Data Protection Officer (DPO) for the duration of the contract.
- 12.1.2. 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.
- 12.1.3. The DPO shall be responsible for conducting periodic data audits and risk assessments, considering access rights, purpose of storage and the data landscape.
- 12.1.4. The DPO shall create and undertake periodic review of a data breach response policy.
- 12.1.5. 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.
- 12.1.6. 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.

12.2. Data Storage

- 12.2.1. Per 15.3., the Service Provider shall ensure that the required data is available to the Authority upon request, whether via online reporting suite or by other means as set out in the Contractor's proposal (per 1.6.).
- 12.2.2. All data shall be stored securely, in an encrypted form.
- 12.2.3. The Service Provider shall ensure that there are digital backups and other redundancy measures in place to ensure no loss of data owing to system failure.
- 12.2.4. Wherever possible data shall be anonymised, provided this does not curtail the Authority /the Service Provider's ability to analyse and gain insight from the data.

13. Cyber Security

13.1. Risk Management

- 13.1.1. The Service Provider must have risk management policies, procedures and internal controls in place.
- 13.1.2. The Service Provider must have an established risk governance framework in place.
- 13.1.3. The Service Provider must have a lifecycle approach to cyber risk management program.

13.2. Incident Event and Communications Management

- 13.2.1. The Service Provider must have procedure in place to respond to a Cyber Security incident, with supporting policies and process documents.
- 13.2.2. The Service Provider must have an Incident Response Plan detailing actions to be taken in the event of an information security event

13.3. End User Device Security

- 13.3.1. The Service Provider must have End User Device security policies and procedures, with technical controls to manage end user working remotely within your organisation.

13.4. Network Security

- 13.4.1. The Service Provider must have network security controls and monitoring systems to protect your services, with supporting policies.
- 13.4.2. The Service Provider must have security and hardening standards for network devices, including Firewalls, Switches, Routers and Wireless Access Points.

14. KPIs

- 14.1.** The Service Provider shall report performance against the Key Performance Indicators every Authority period.
- 14.2.** The Periodic Report (15.1.3.) shall summarise performance against each KPI over the preceding period.
- 14.3.** Any representations made by the Authority following receipt of the Periodic Report must be actioned and implemented by the Service Provider as soon as reasonably practicable.
- 14.4.** If the Service Provider fails to comply with any of the Authority's representations, the Authority may enter the car park(s) in question and carry out all steps required to bring the service to the required quality level. All costs the Authority incurs in so doing will be deducted from the Service Provider's next Management Fee invoice.
- 14.5.** The Service Provider must achieve the Minimum KPI Level for every KPI in the Authority's financial period.
- 14.6.** If the Service Provider does not achieve the Minimum KPI Level for any of the KPIs for 3 consecutive Authority periods, the Service Provider may pay to the Authority a penalty fee, to be deducted from the Service Provider's next Management Fee payment, as follows:
1. 10% of the Quarter/3 period Management Fee in respect of the first occasion that the Service Provider fails to achieve the Minimum KPI Level for any KPI for any 3 consecutive Authority periods
 2. 15% of the Quarter/3 period Management Fee in respect of the second occasion that the Service Provider fails to achieve the Minimum KPI Level for any KPI for any 3 consecutive Authority periods
 3. 20% of the Quarter/3 period Management Fee in respect of the third occasion that the Contractor fails to achieve the Minimum KPI Level for any KPI for any 3 consecutive Authority periods
- 14.7.** If the Service Provider a) fails to achieve the Minimum KPI Level for any KPI for 6 consecutive Authority periods, or b) fails to achieve the Minimum KPI Level for any KPI for 6 or more non-consecutive Authority periods in a 9 period timeframe, the Authority may:
1. Terminate the Contract with immediate effect by formal notice to the Service Provider; and
 2. Enter, repossess, and enjoy the car parks as if the Contract had not been granted
- 14.8.** Obsolete Equipment is excluded from the calculation of KPI F2 and KPI F3
- 14.9.** Details of KPIs are provided below:

KPI Ref	Description	Minimum KPI Level
A1	Revenue transferred to the Authority in line with agreed schedule	90%
A2	All agreed actions taken to minimise loss of revenue	90%
A3	PCN recovery rates within minimum 60% level	60%
B1	Operating costs within budgeted levels	90%
B2	Cost overrun approval sought/explanation provided	90%
C1	All scheduled enforcement patrols undertaken	90%
C2	All car parks open during scheduled hours	100%
C3	Park Mark status maintained	100%

D1	Agreed staffing levels maintained	90%
KPI	Description	Minimum
Ref		KPI Level
D3	Staff training plans up to date	90%
E1	Overall customer satisfaction measured by survey. To apply from Year 2 onward after baseline customer satisfaction has been ascertained by survey.	95%
E2	Client facing contact available 24/7	95%
E3	Customer support available during operational hours	95%
E4	All health and safety policies followed	100%
F1	Agreed cleaning frequencies and standards met	95%
F2	Required inspection and maintenance escalation standards met	95%
F3	Contractor maintenance responsibilities undertaken within 48 hours	95%
G1	All agreed data accessible by the Authority	98%
G2	DPA 2018/UK GDPR processes adhered to and risk of data breach minimised	100%
G3	All third party data integration functions properly	100%
G4	All reports delivered within required timescales	100%
G5	All meeting actions completed within agreed timescales	100%

15. Reporting & Meetings

15.1. Reporting

15.1.1. The Authority require the Service Provider to undertake regular reporting on car park performance.

15.1.2. All reporting is to align with the Authority's Periods, the dates of which are provided at Appendix 6.

15.1.3. Required reports include:

Report	Content
Weekly Report	<ul style="list-style-type: none"> Revenue performance by car park and product PCN volumes by car park Benchmarking against previous year performance and budget High-level summary of issues (maintenance, staffing etc.) and actions taken
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 Analysis of parking usage characteristics (vehicle numbers, dwell times) Review of physical condition, with recommendations for planned maintenance
Annual Review	<ul style="list-style-type: none"> Detailed analysis of revenue and cost performance including of parking product types sold Benchmarking against previous year performance Analysis of parking usage characteristics (vehicle numbers, dwell times) Review of KPI performance Review of physical condition, with recommendations for planned maintenance for the coming year Details of customer surveys Strategic recommendations to support delivery of the Authority's parking strategy goals and key measures

15.1.4. Reporting formats and detailed content shall be agreed during the mobilisation period, with the Service Provider to supply suggested reporting templates as part of the draft operational manual for approval by the Authority.

15.1.5. The Authority shall reserve the right to audit the content of any of the Service Provider's reports, at its own expense, at any time.

15.1.6. The Authority require that, in addition to formal, written reporting, the Service Provider provides the Authority with means of accessing car park data on a short-notice, ad hoc basis, whether via the provision of a bespoke online reporting tool, via the Service Provider's existing online reporting system, or another means. The following data should be available to the Authority, at both the individual car park and portfolio level:

- Vehicle numbers
- Car park occupancy
- Dwell times
- Revenue

- Parking products sold/revenue per tariff band
- PCNs

Per 1.6., the Service Provider shall recommend to the Authority a means for the latter to access the above data as part of the bid submission.

15.2. Meetings

- 15.2.1. The Service Provider shall ensure that the Authority's nominated contact is available to attend regular meetings at the Authority's offices and/or at an agreed location.
- 15.2.2. Contract Review meetings will be held on a Periodic (aligned with the Authority periods), Quarterly and Annual basis.
- 15.2.3. 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.
- 15.2.4. The Service Provider shall minute all meetings and distribute the same and any actions.

15.3. Data Analysis & Insight

- 15.3.1. The Authority require the Service Provider to provide a comprehensive data analysis and insight service across all types of collected data, including but not limited to:
- Car Park Usage: vehicle numbers and occupancy levels and trends on daily (inc. entry/exit analysis), weekly, monthly, and annual bases, dwell time analysis, staff, and Blue Badge space usage
 - Customer Profiles: car park catchment areas, socio-economic profiles of customers, types of cars driven, reason for travel, customer survey results
 - Revenue Performance: total revenue, revenue per parking product/tariff band, revenue per day/week/month/year, revenue benchmarking
 - Cost Analysis: total operating costs, operating cost breakdown, trends, and benchmarking
- 15.3.2. The above shall be provided on both portfolio-wide and site-specific bases.
- 15.3.3. Results shall be reported in the Weekly, Periodic, Quarterly and Annual reports as set out at 15.1.

16. Innovation & Ancillary Uses

16.1. Innovation

- 16.1.1. A forward-thinking and innovative approach to car park management will be required throughout the life of the contract, with a view to future-proofing the Authority's car park portfolio given anticipated changes to private vehicle ownership, working patterns, urban living, technology, and legislation.
- 16.1.2. In consultation with the Authority and subject to approval, the Service Provider shall devise and implement an ongoing programme of innovation across all aspects of the services. For example, the Service Provider may consider and advise the Authority with respect to the following:

Parking Products and Tariffs

- Parking products including flexible season tickets, concessionary, and promotional rates
- Variable tariffs to optimise occupancy and/or increase yield per bay
- Emission-based tariffs at ANPR-augmented sites or for customer account holders
- Product bundles

Technology

- Continuing programme of ANPR roll-out, with the Service Provider to engage with the Authority to identify suitable candidate sites
- Payment channels and technology
- Innovation in parking control and payment equipment

Facilities and Environmental Management

- Recycling and waste management
- Use of bio-degradable and carbon-neutral materials
- Strategies to reduce carbon footprint across the portfolio
- Strategies to reduce and/or optimise energy usage across the portfolio
- Rewilding/planting/increasing green estate, biodiversity

Data and Analytics

- Data capture via ANPR, customer account registrations and direct engagement (surveys), subject to alignment with relevant legislation
- Use of data to identify trends in car park usage and customer behaviour
- Strategies and recommendations to exploit data insight with the objective of improving operation and revenue performance
- Real time performance monitoring and reporting

16.2. Ancillary Services

- 16.2.1. The Service Provider shall explore the provision of ancillary revenue-generating services across the portfolio.
- 16.2.2. The Service Provider shall consistently seek the most operationally efficient and highest revenue-generating use of space within each of the car parks.
- 16.2.3. The Service Provider shall monitor and analyse the usage of parking space at each of the sites and shall actively make itself aware of broader socio-economic and transport trends and opportunities in each locality.
- 16.2.4. The Service Provider shall advise the Authority on the optimal use of space at each site to fulfil the Authority's objectives as set out at 1.1., with this advice to be included in the Annual Report (see 15.1).
- 16.2.5. The Service Provider shall attend review meetings with the Authority as required, with the objective of discussing the implementation of ancillary uses at the car parks.
- 16.2.6. In the event that the Service Provider identifies an ancillary use that they themselves may provide and the Authority determines this to be the best option, the provisions of 10.4. will apply.
- 16.2.7. In the event that the Service Provider identifies an ancillary use that it cannot provide, the Authority may require the Service Provider to manage the resulting procurement process or to support the Authority in the running of such a process.
- 16.2.8. The Authority reserves the right to either contract directly with any third party ancillary service providers or require the Service Provider to enter into such a contract, subject to the provisions of 10.4.
- 16.2.9. In addition, the Service Provider shall undertake regular analysis of relevant local and national parking markets, determining the presence and behaviour of competing operators and where appropriate advising the Authority on strategies to optimise the competitive position of the portfolio.
- 16.2.10. Where the data required to undertake the analyses set out at 15.3. is collected and stored by the Payment Platform Service Provider or another third party, the Service Provider shall ensure that its own systems are integrated with that of the third party wherever practicable, allowing for the automatic collection and storage of this data by the Service Provider.
- 16.2.11. The Authority may from time-to-time request that the Service Provider undertake specific additional research projects with the aim of providing insight to support its strategic decision-making.

17. Incentive Model


17.1. The Service Provider shall propose an incentive fee model as part of the bid process to grow net revenue accruing to the Authority, with the following exemptions:

- Proposed incentive fee shall not factor the ongoing recovery from COVID-19, which is outside of the Service Provider's control
- Proposed incentive fee must be flexible and allow for the removal of sites and/or spaces within sites from the contract, and the reallocation of spaces to provide alternative uses
- Similarly, the effects of tariff increases, increases in spaces numbers, or the addition of new car parks to the contract shall not be factored into any incentive fee calculations

Appendix 1 Asset Profiles – All Locations



Station Layout Plan



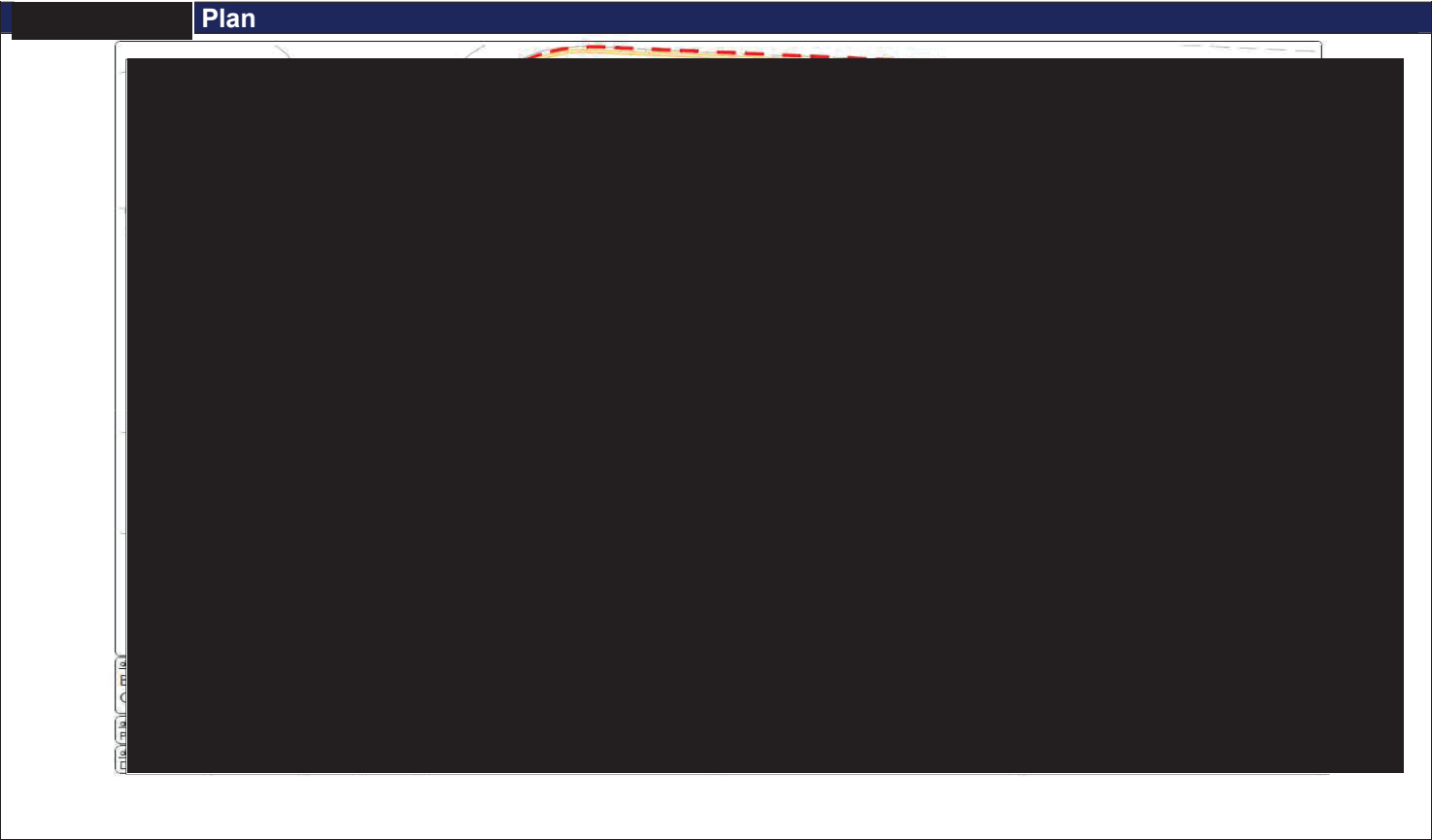
Plan	

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Plan





Plan



Plan

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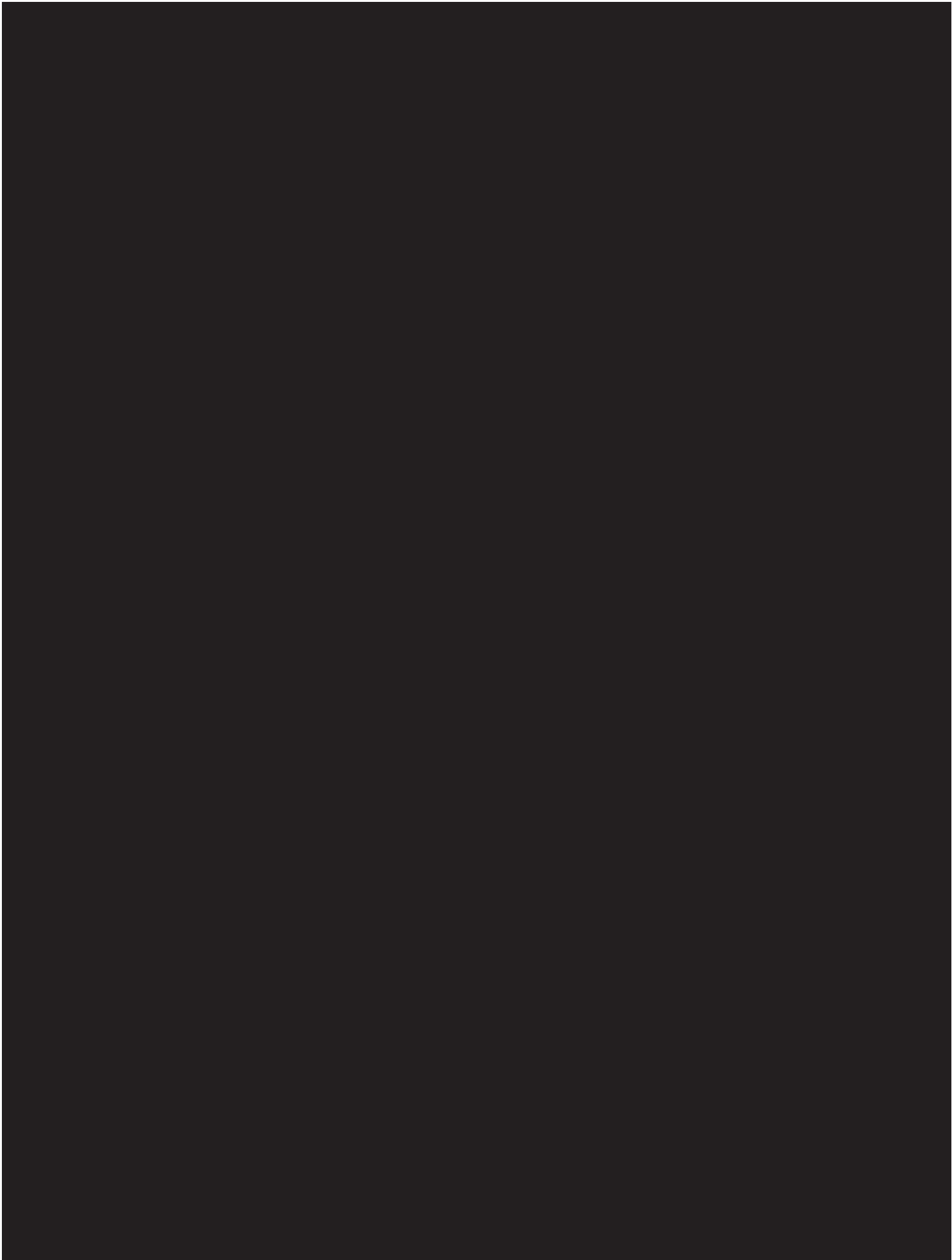




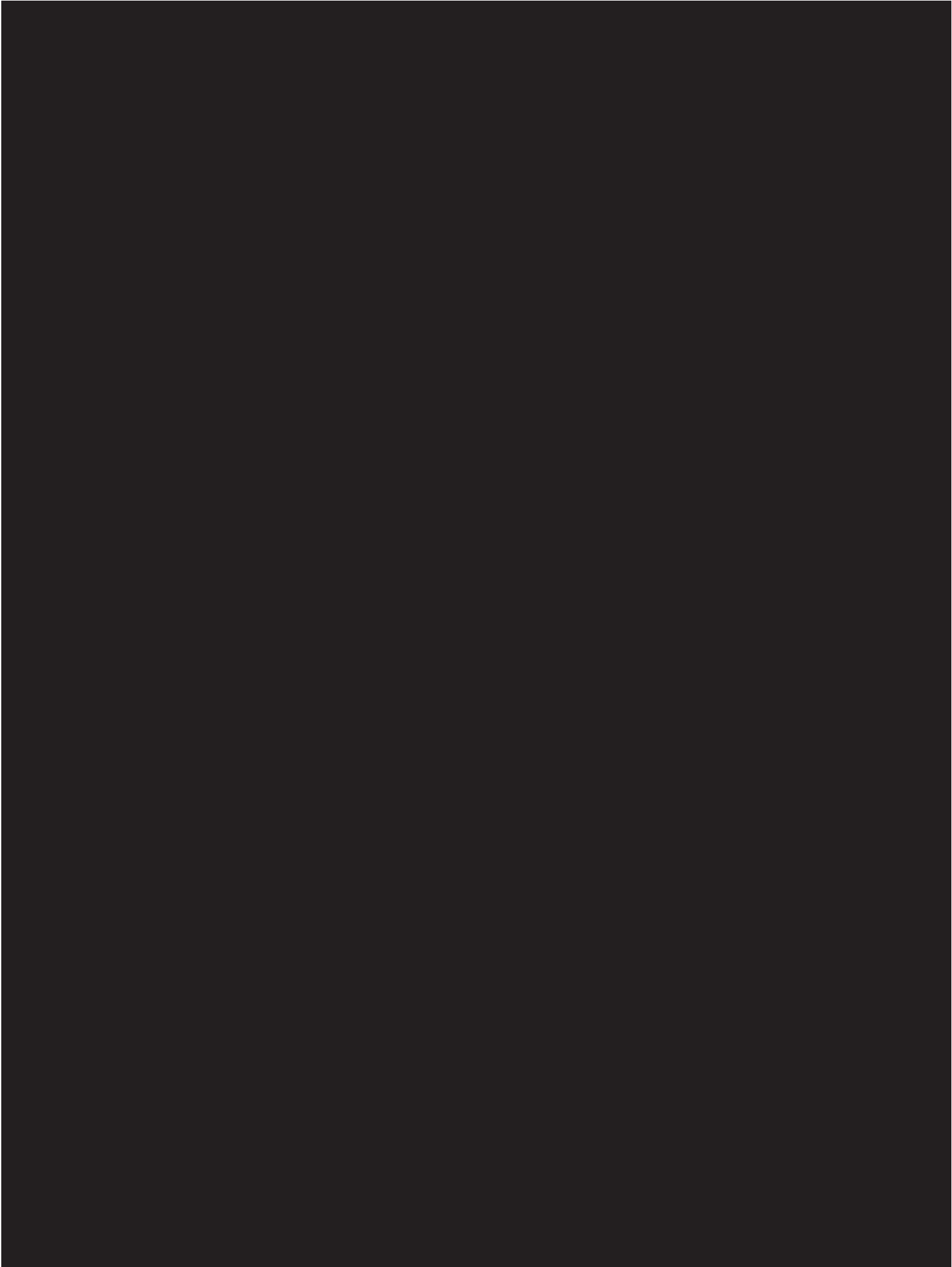


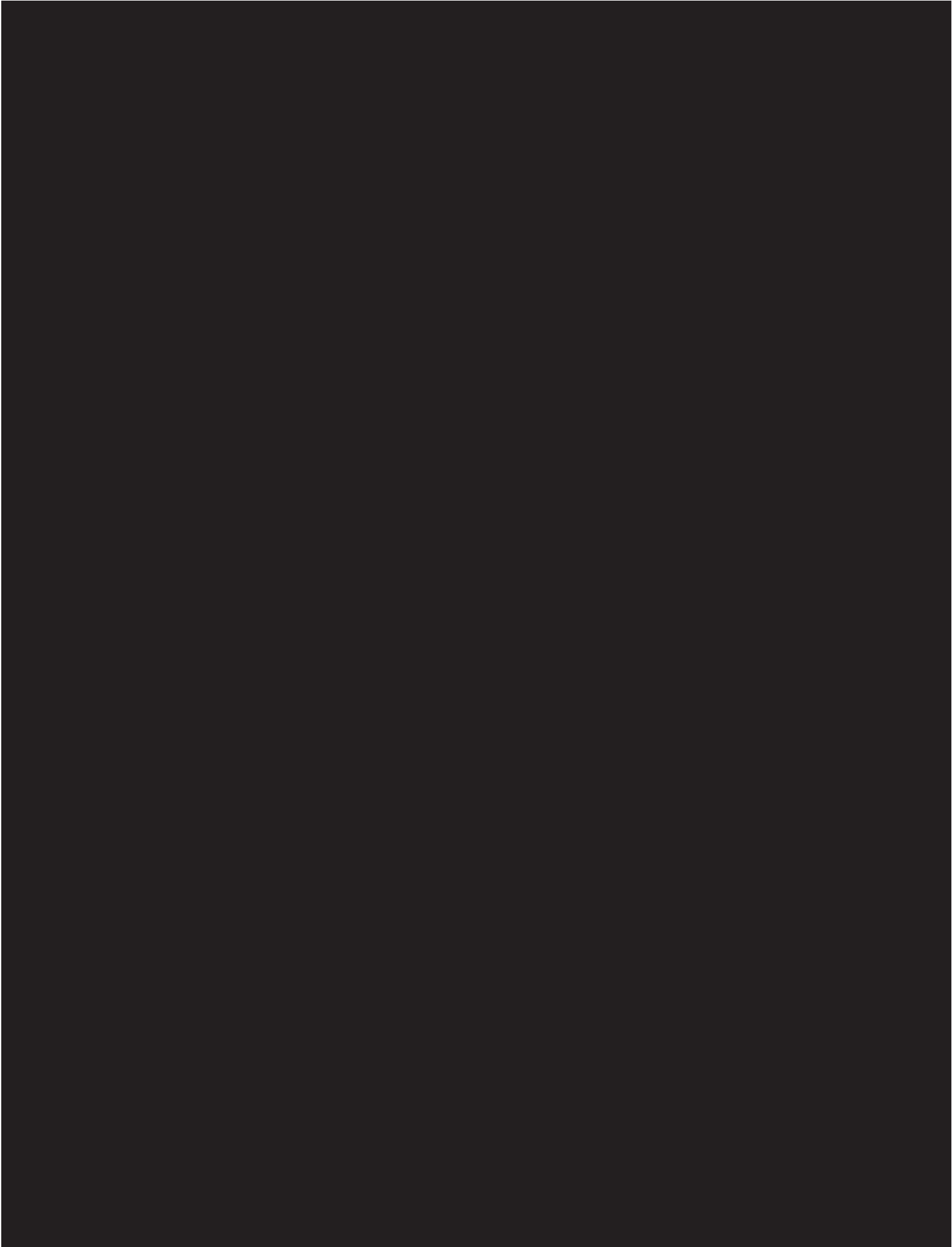






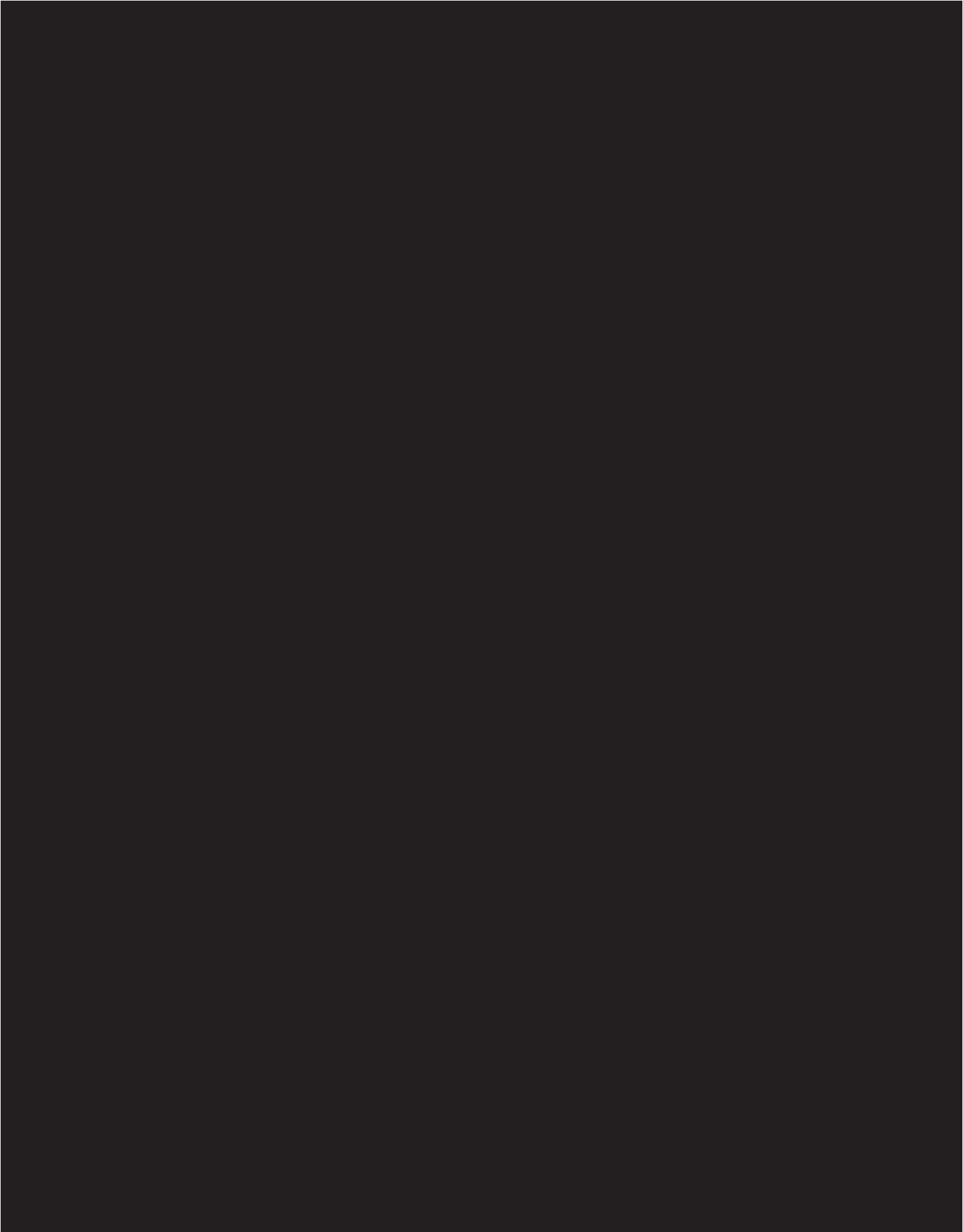






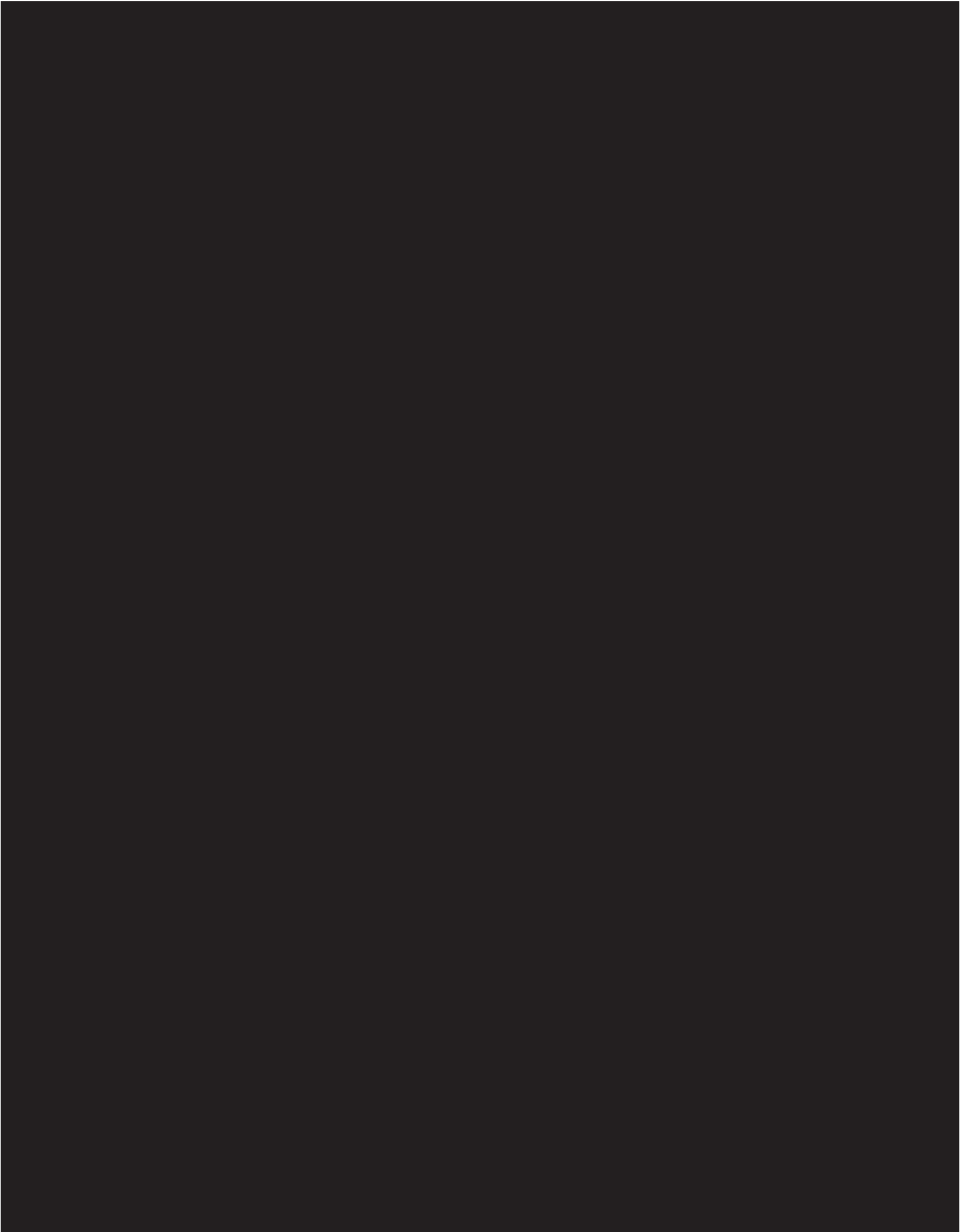


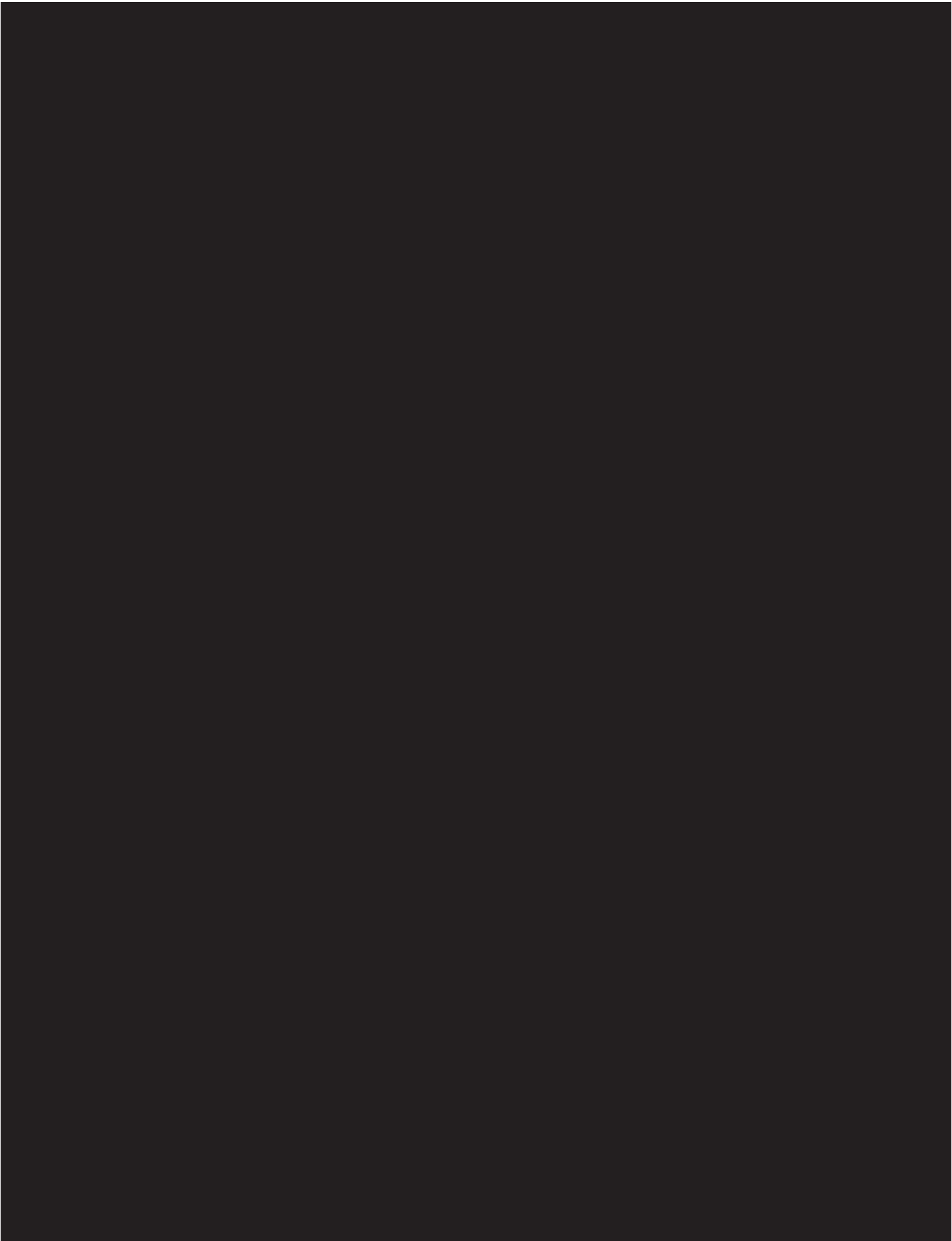


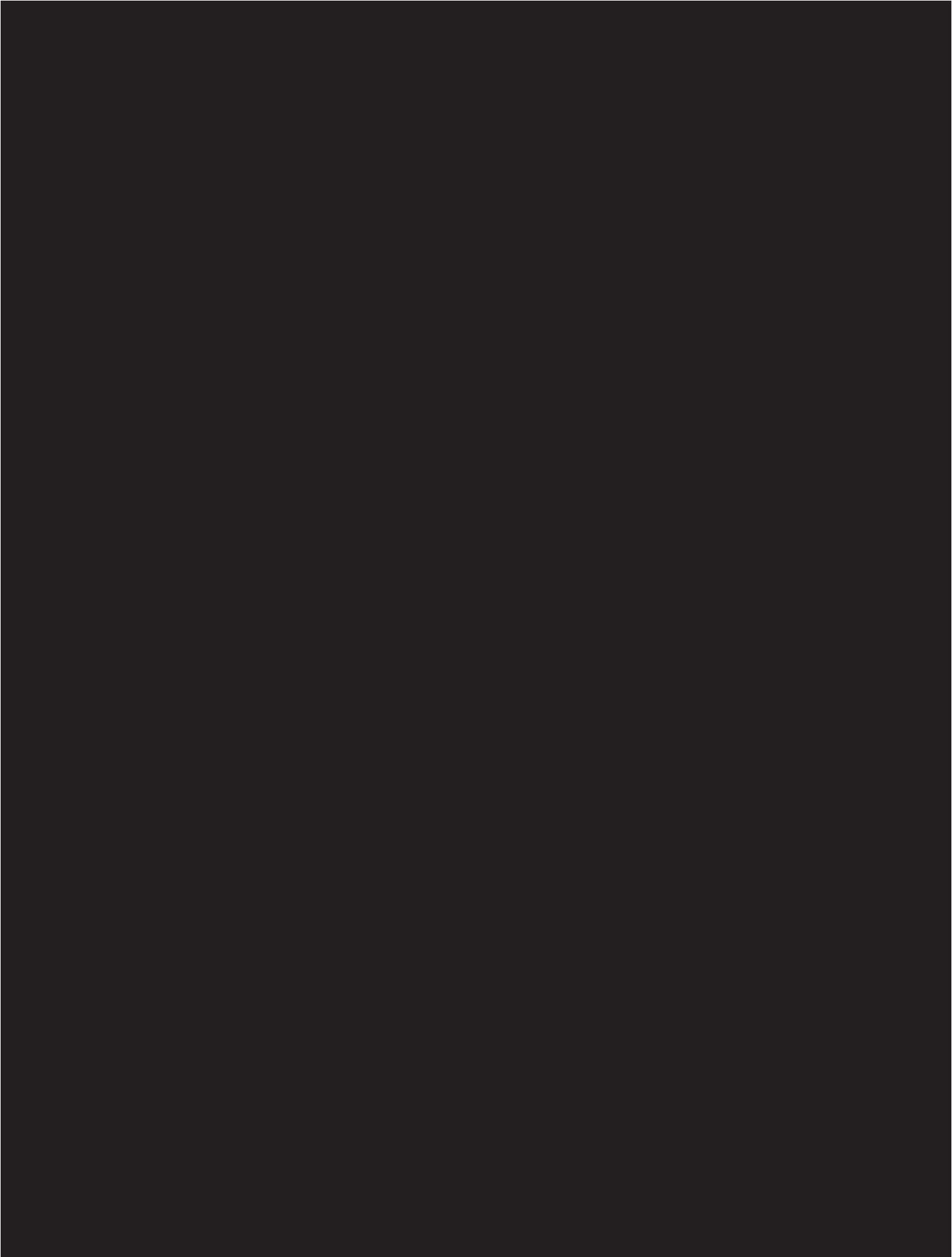






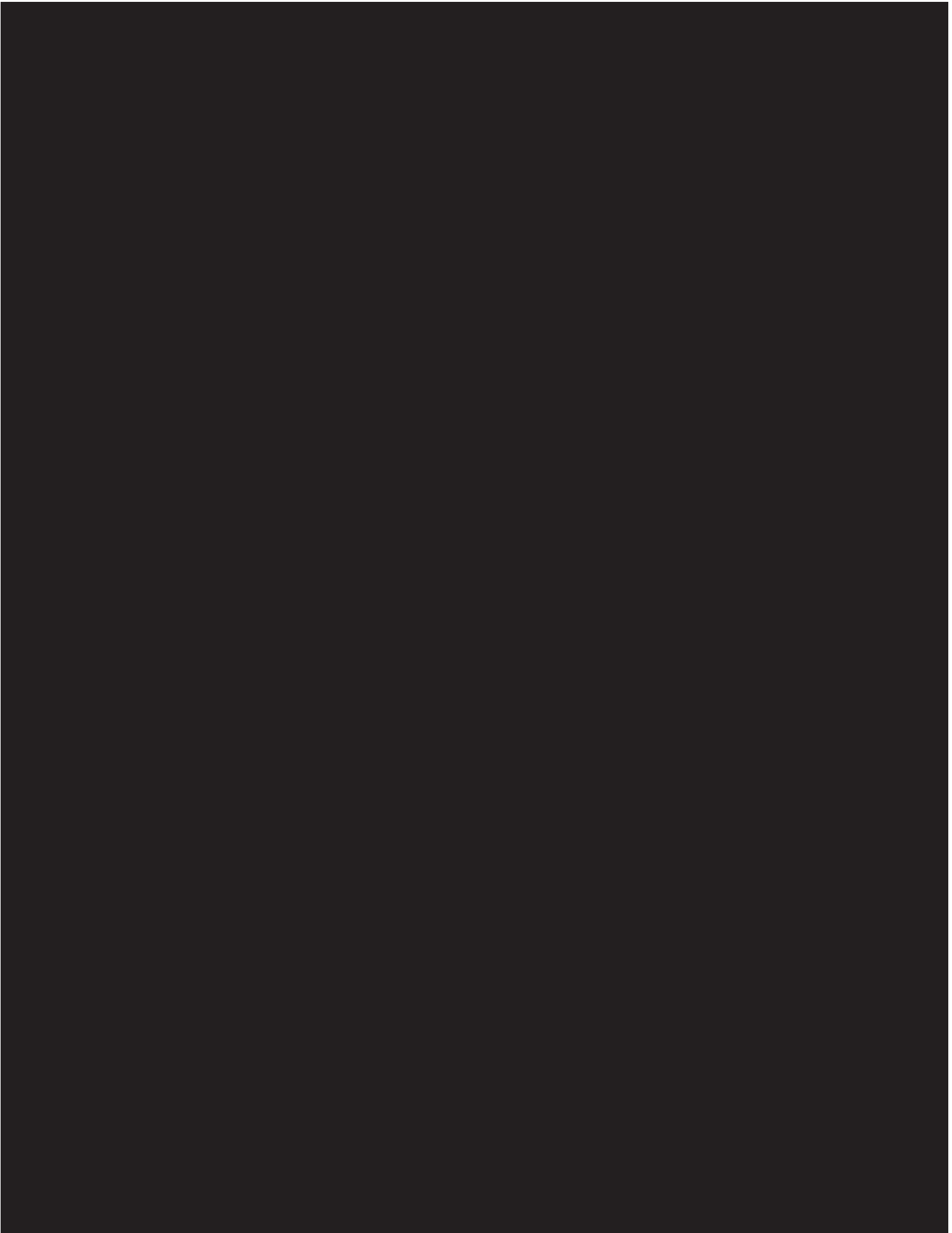




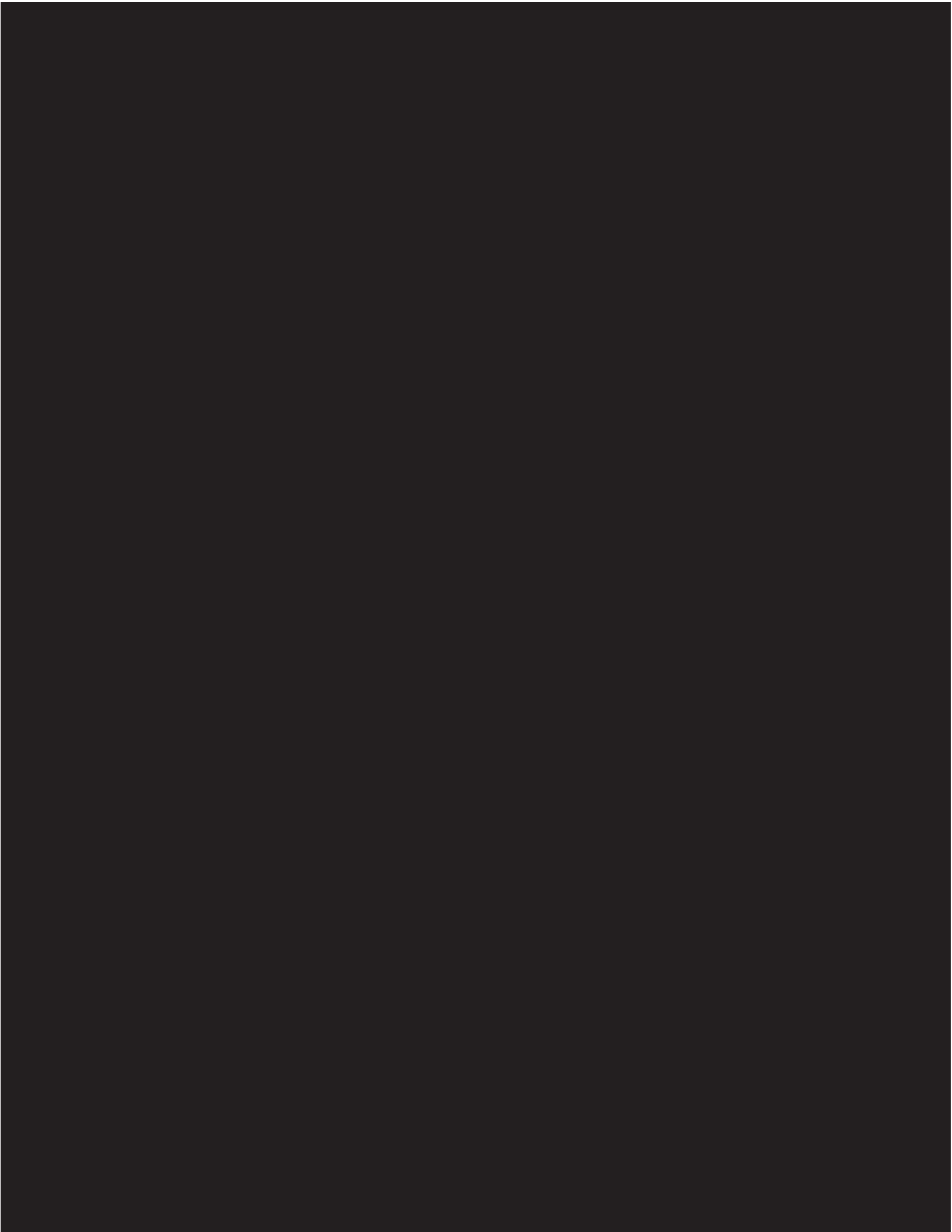






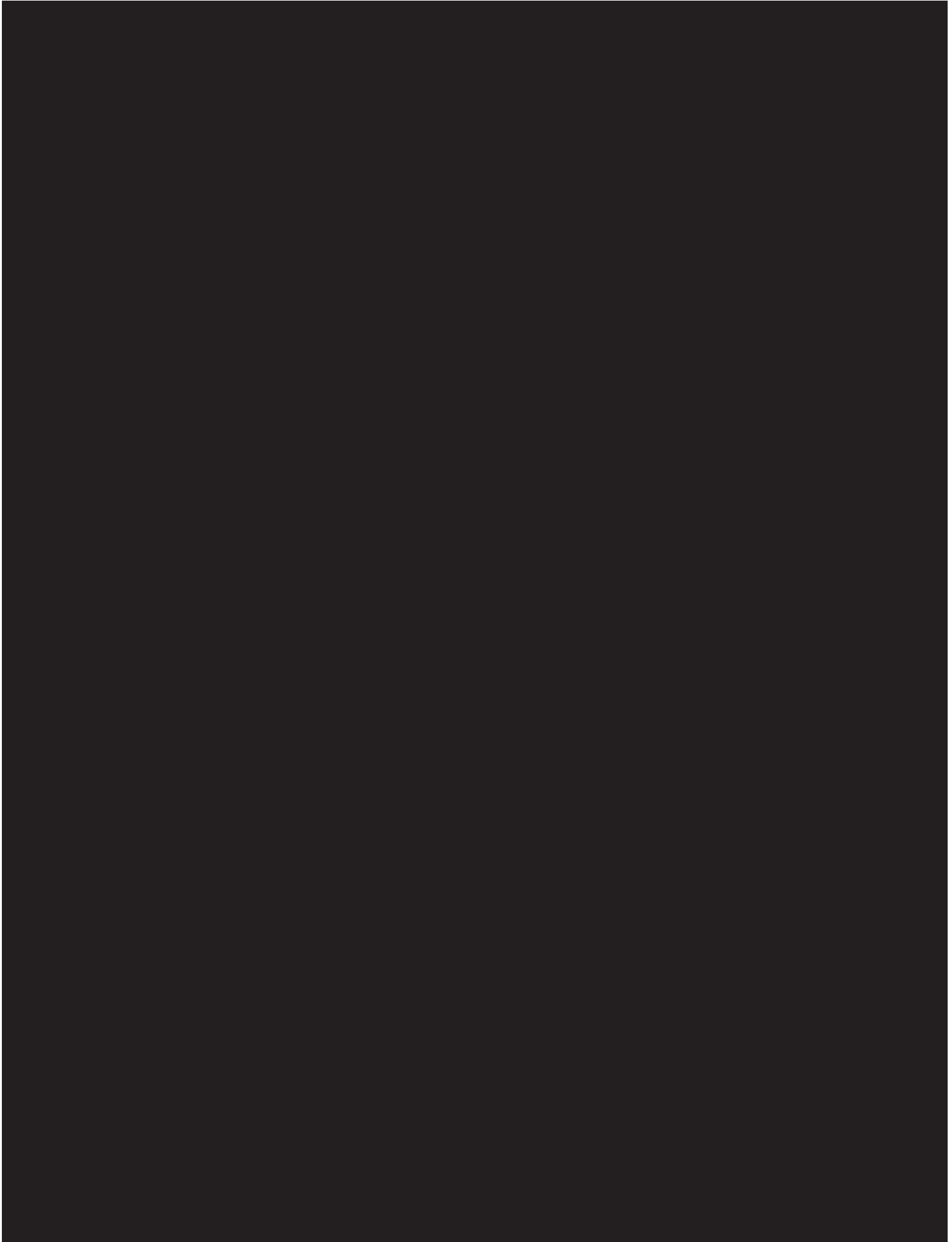






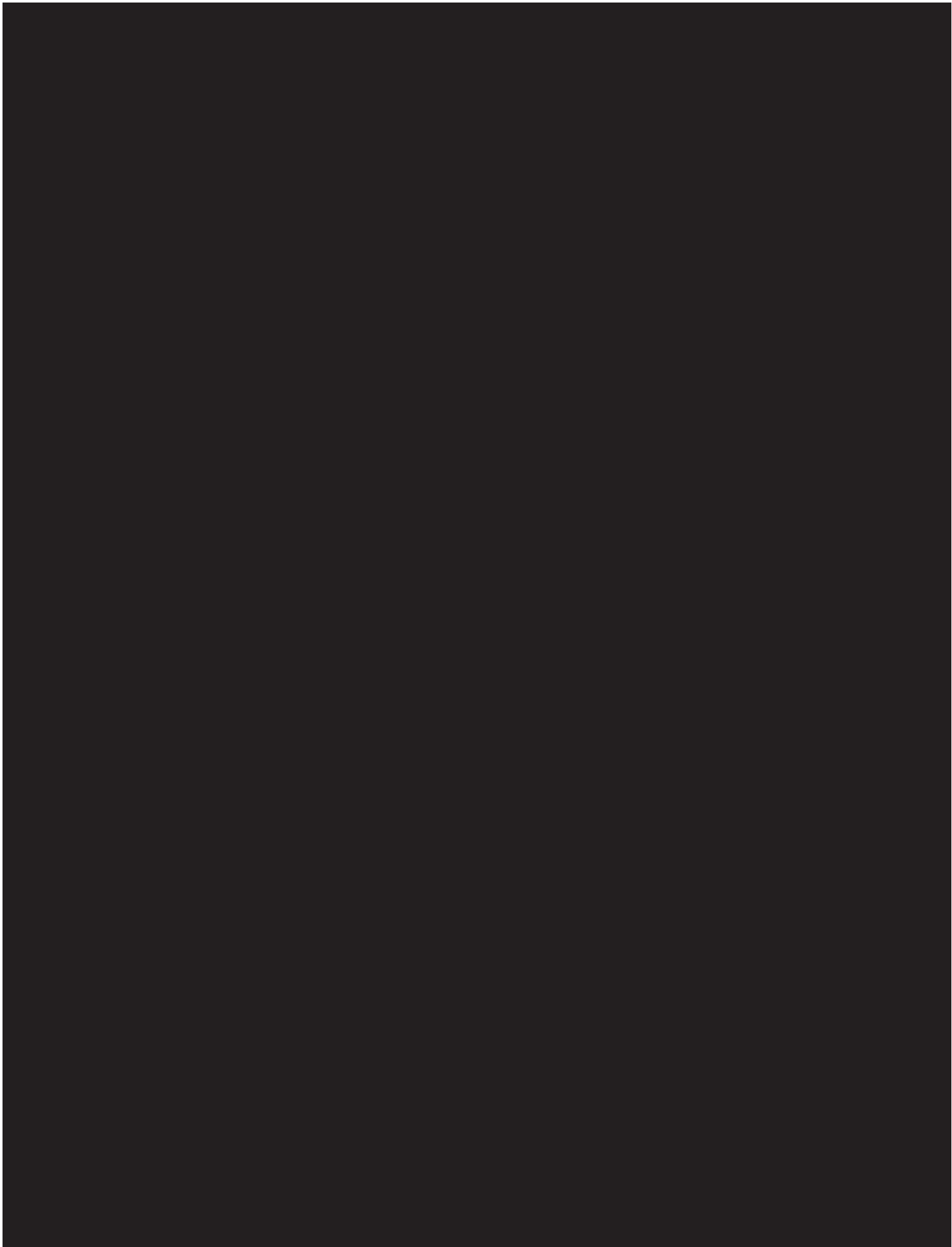














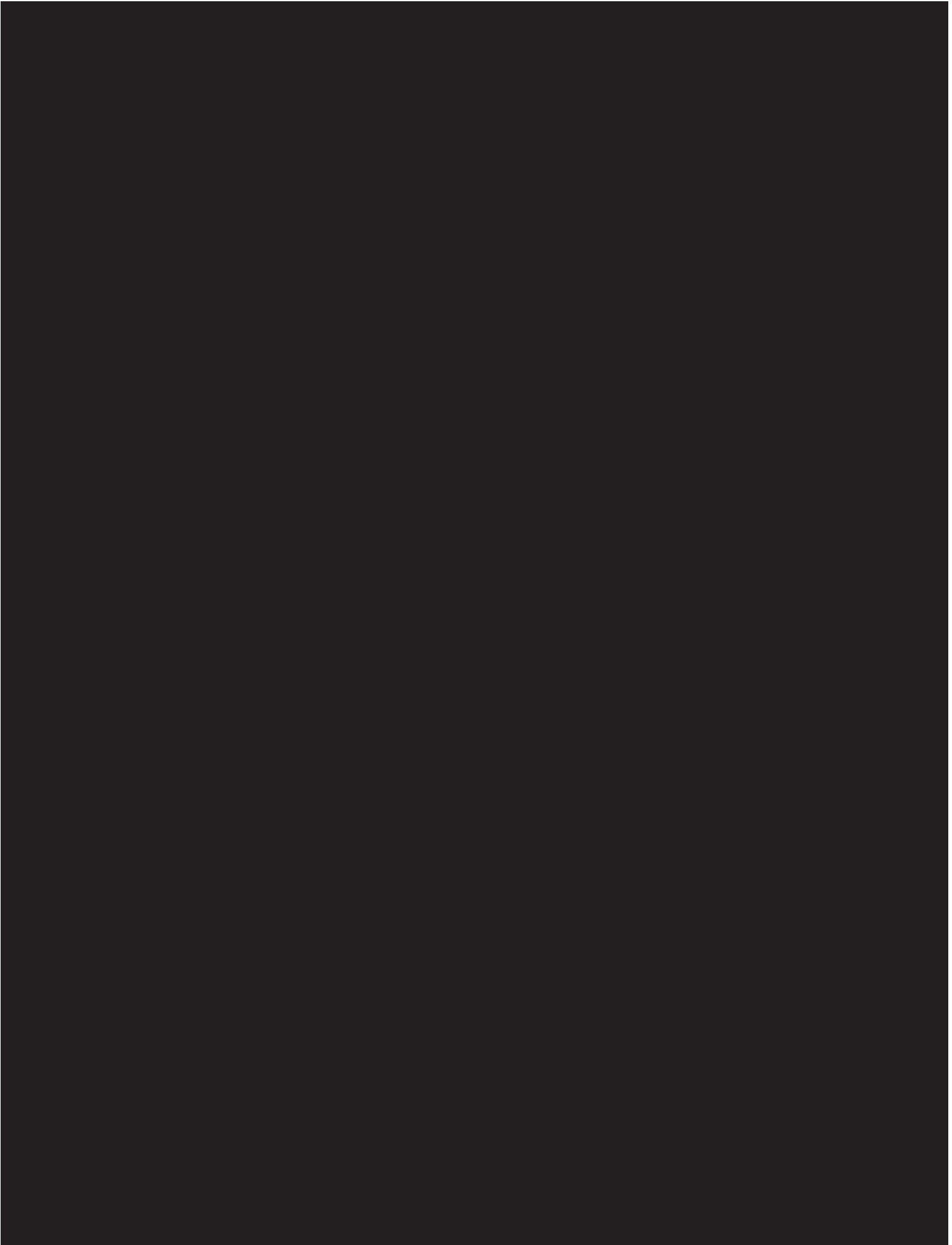






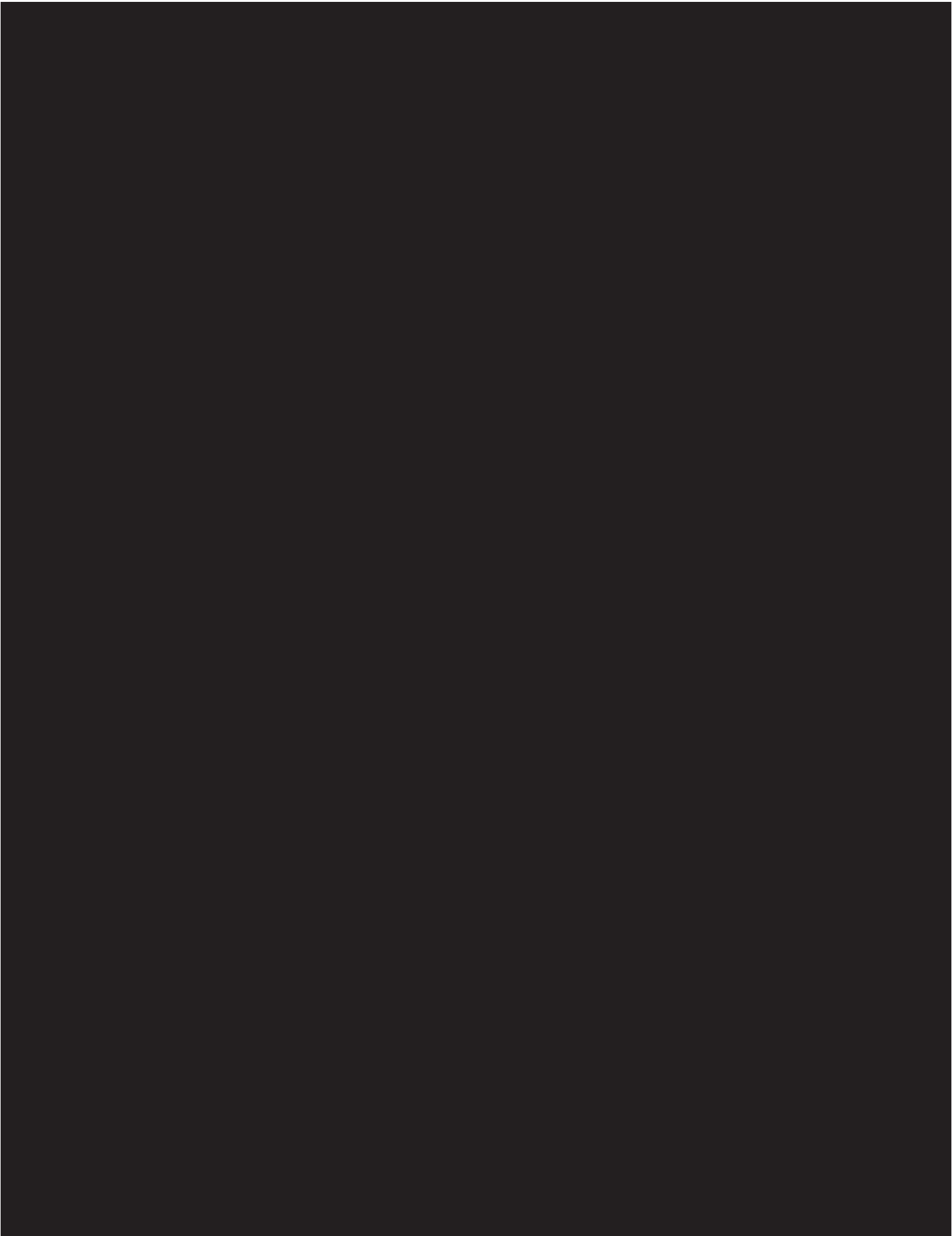


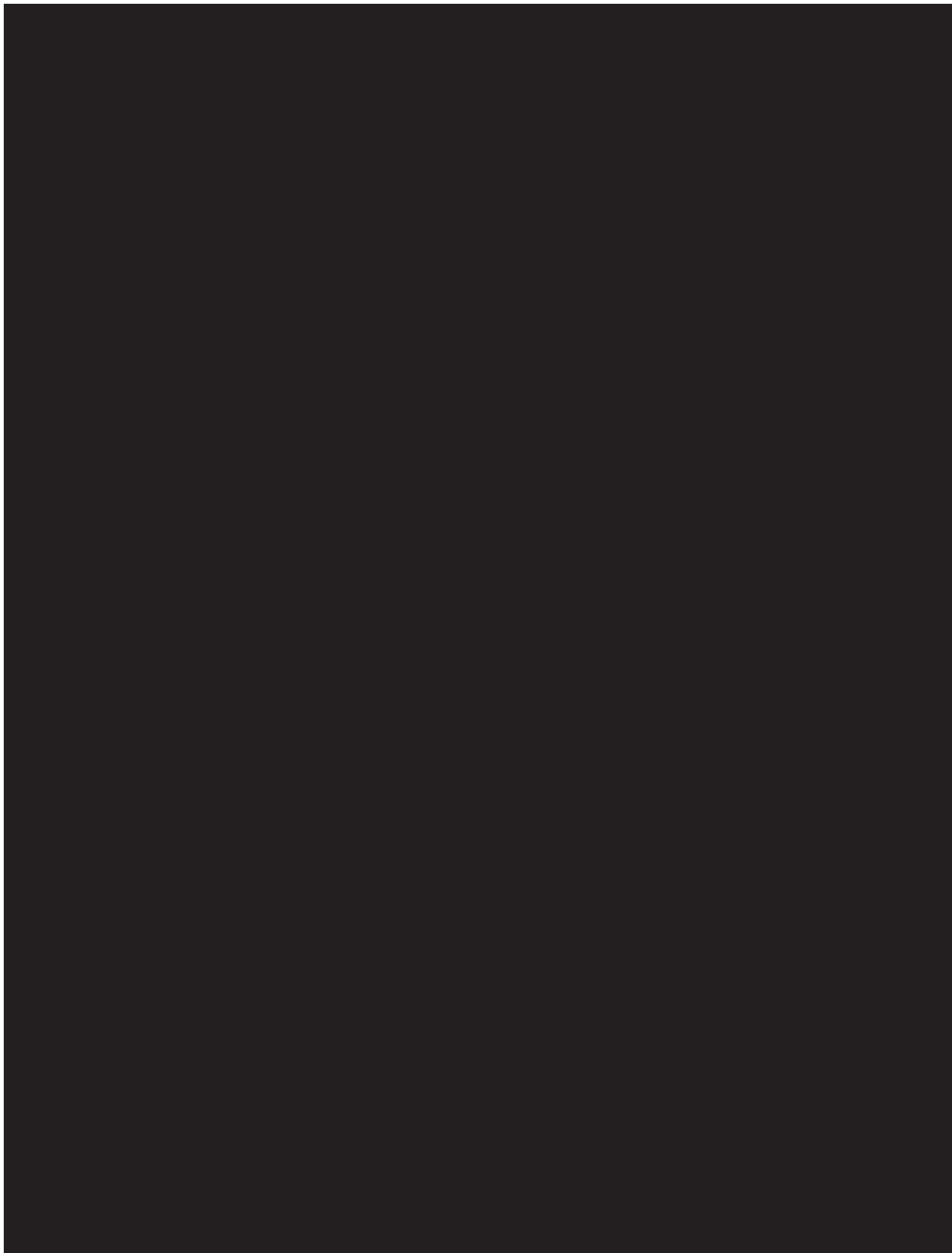


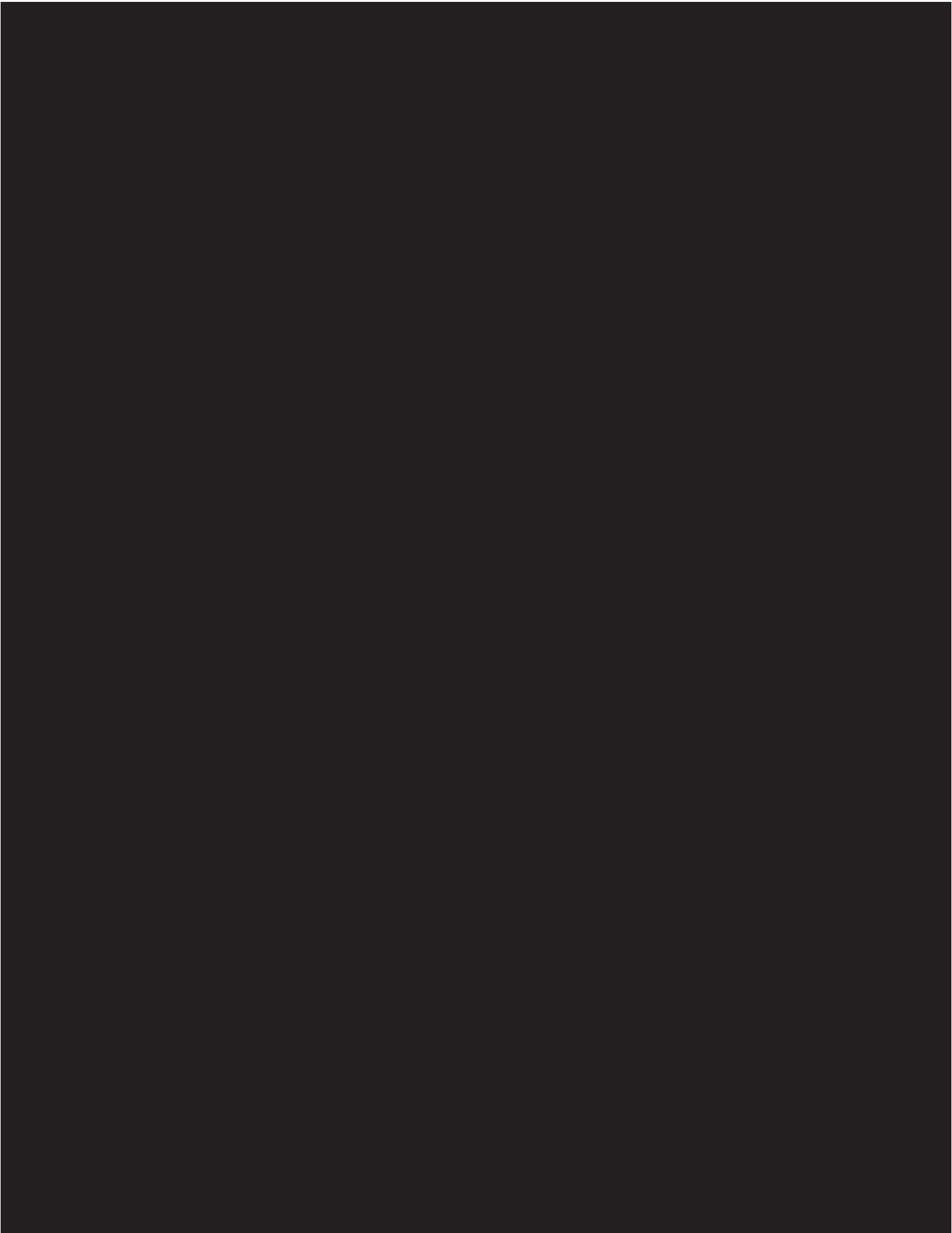


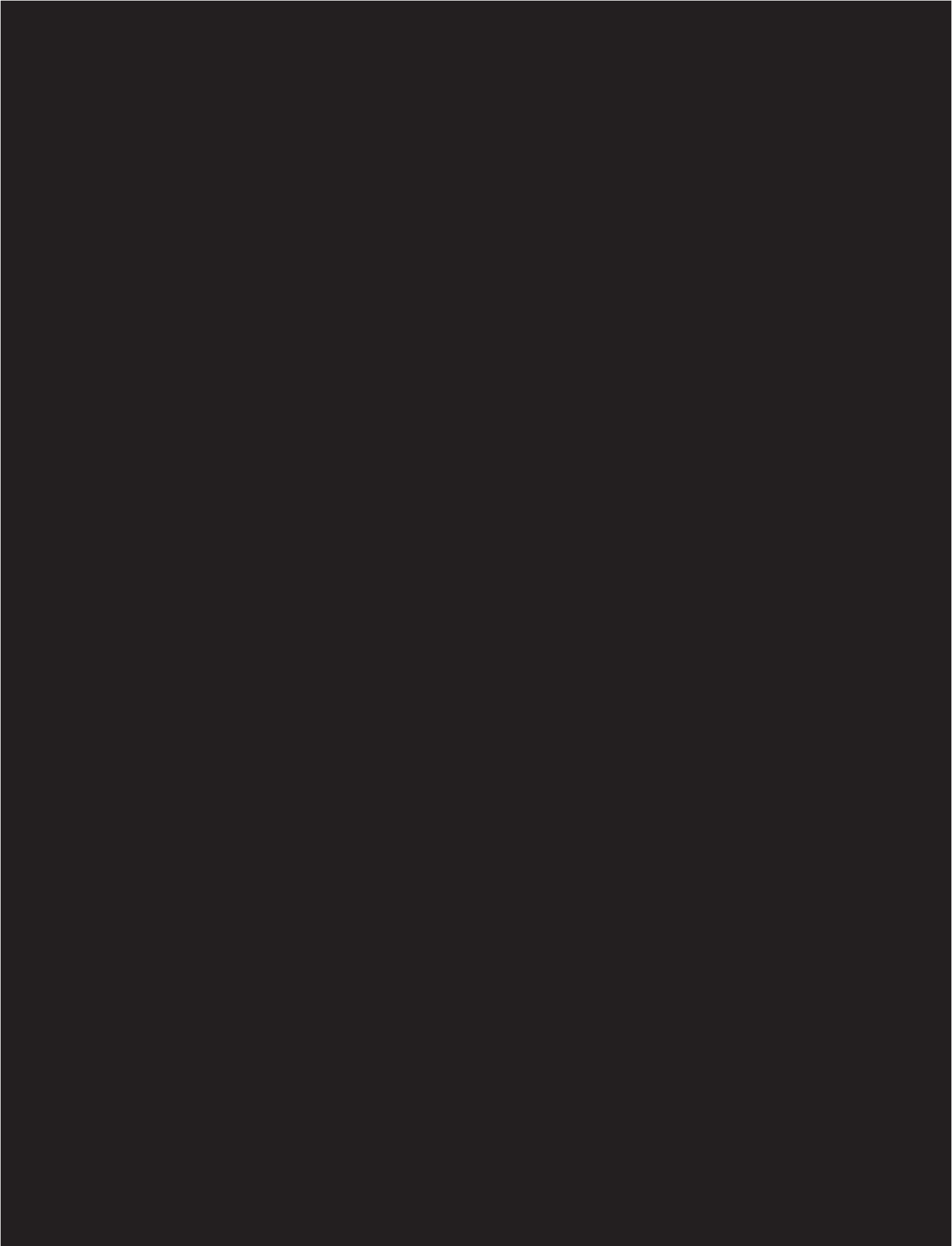












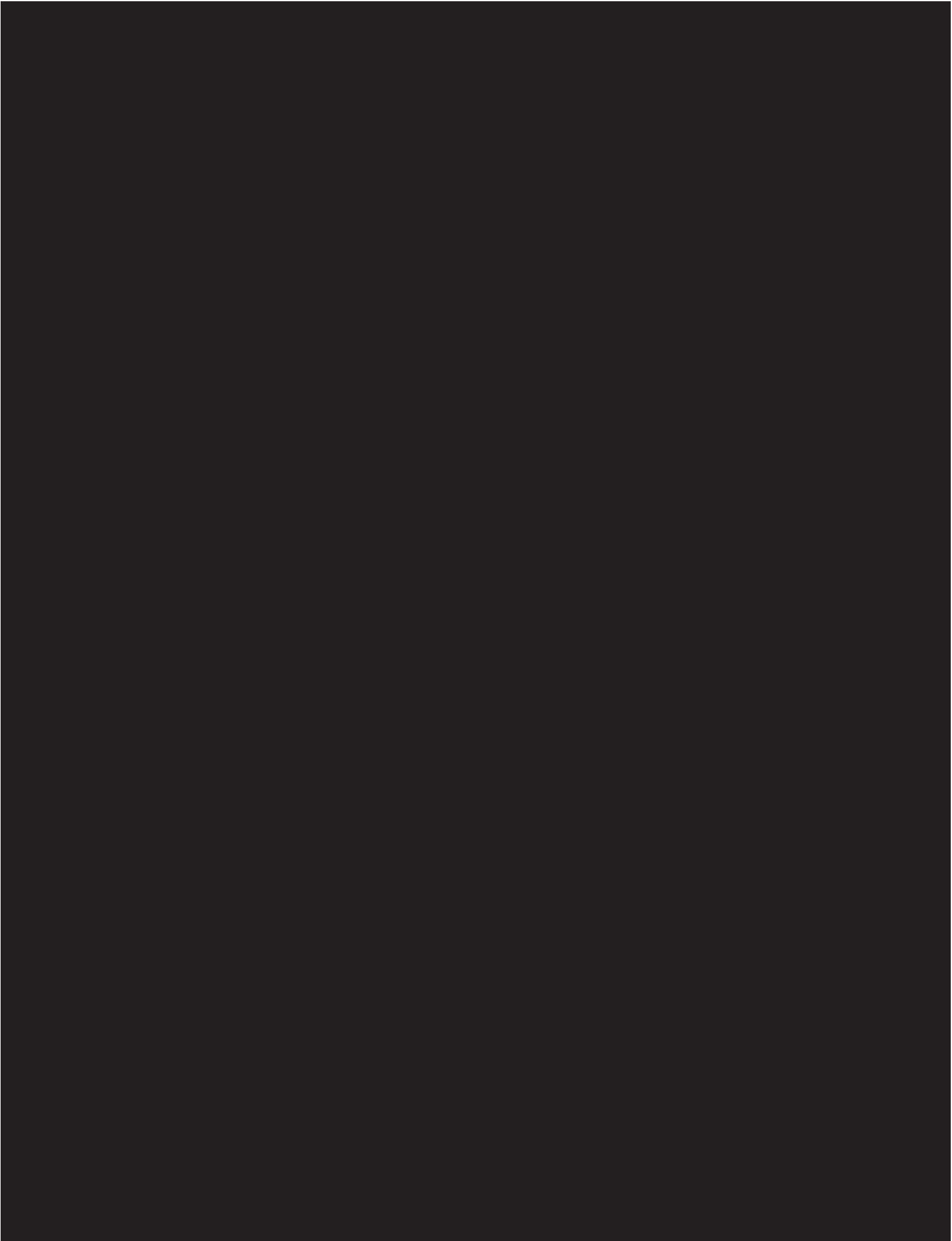










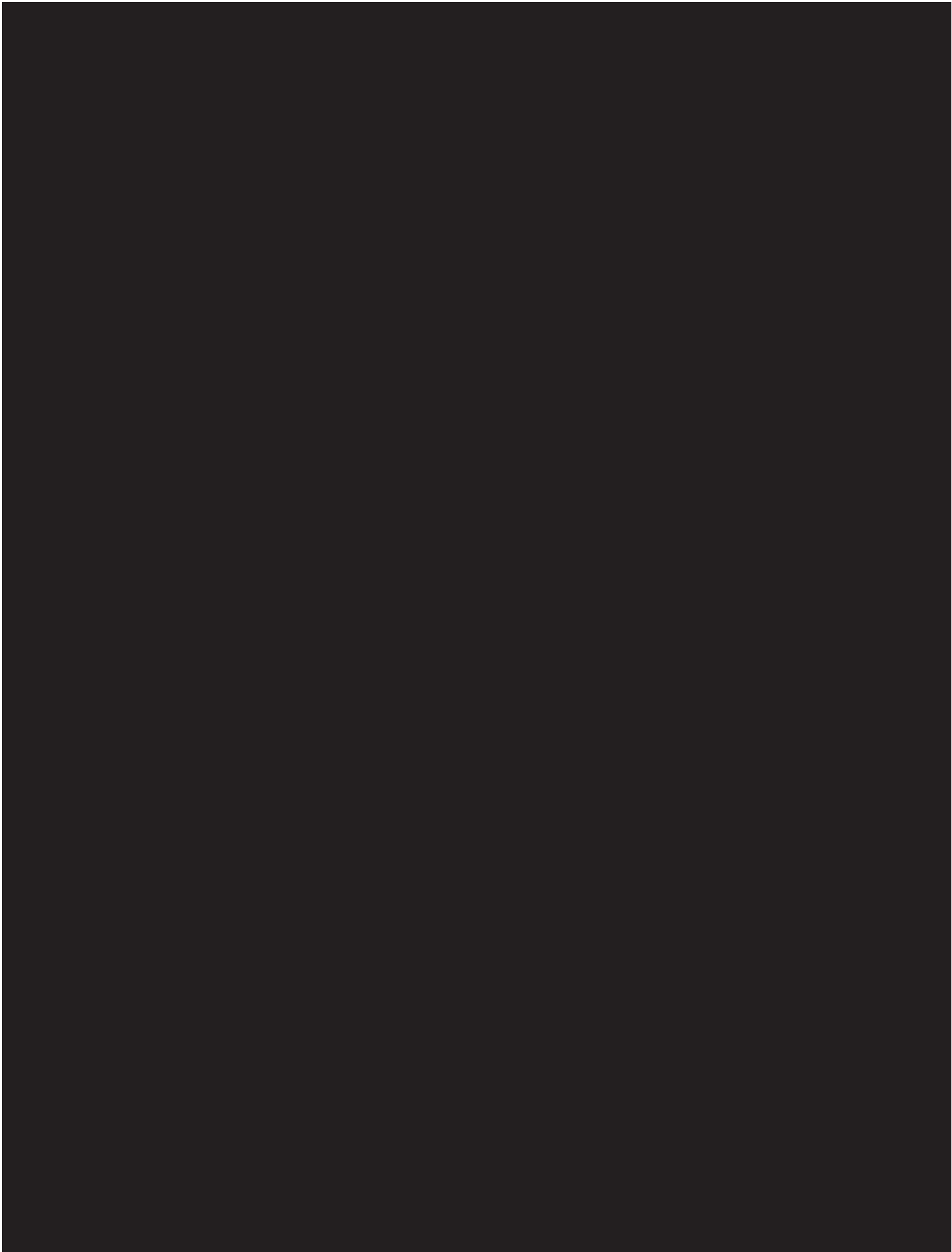




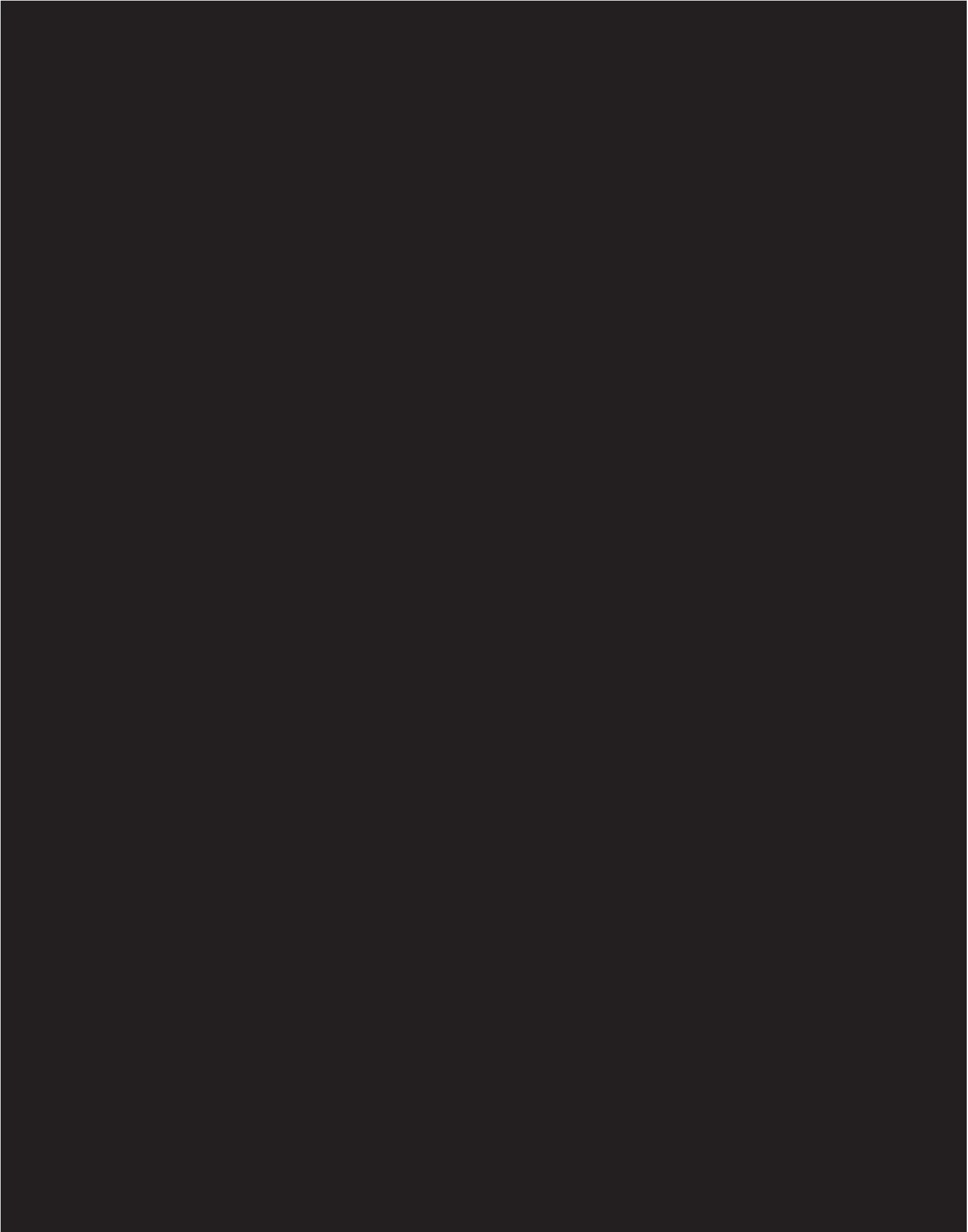










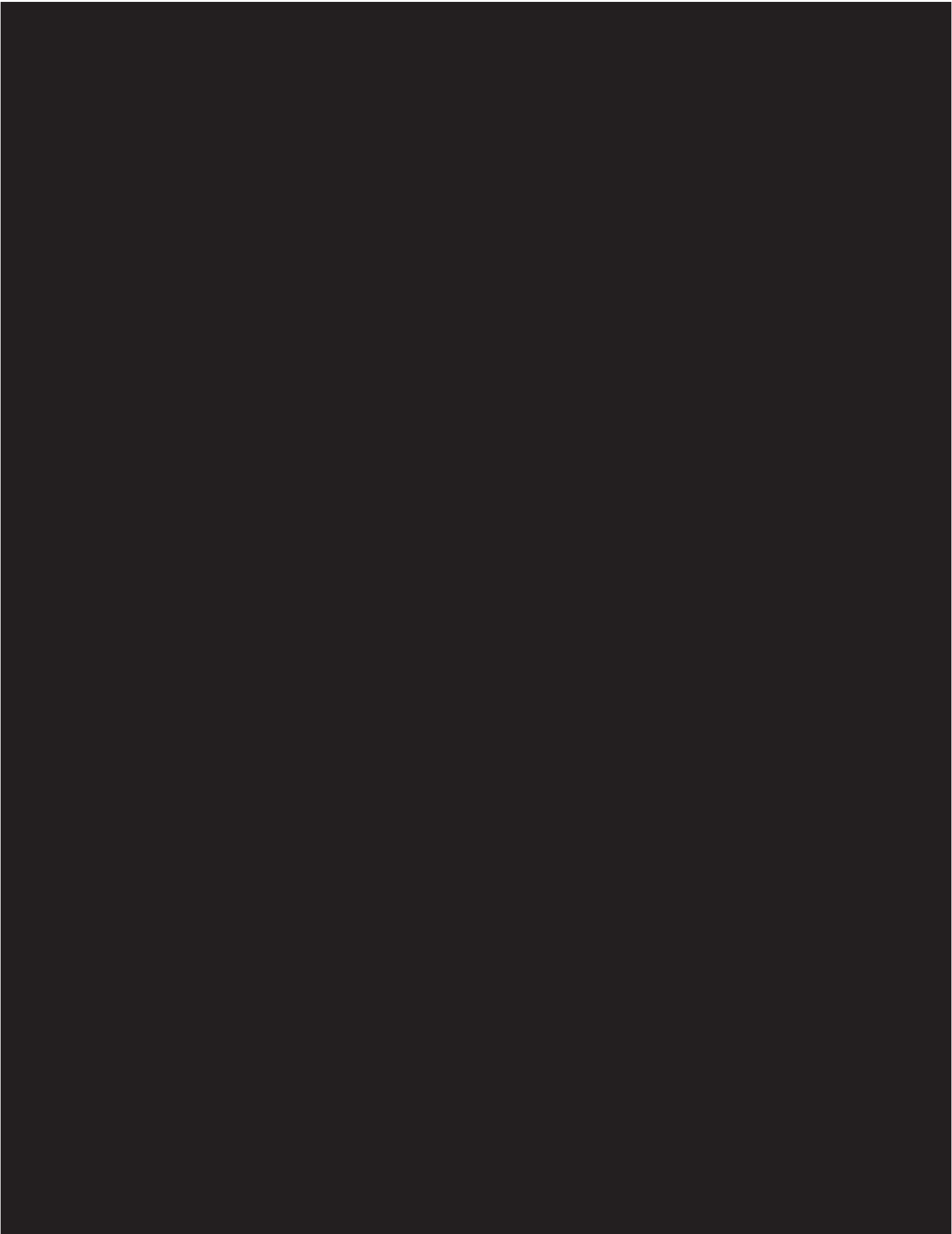


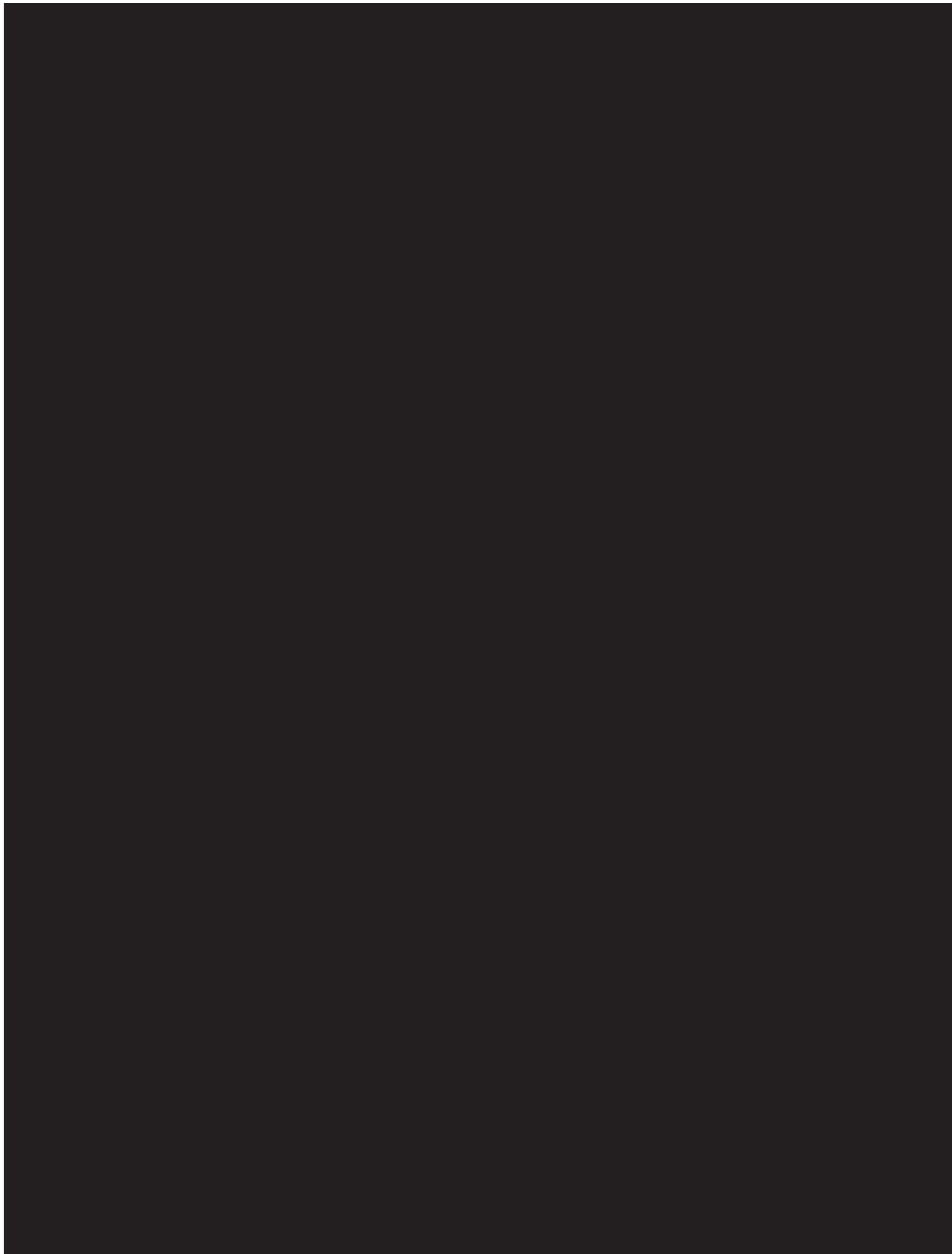










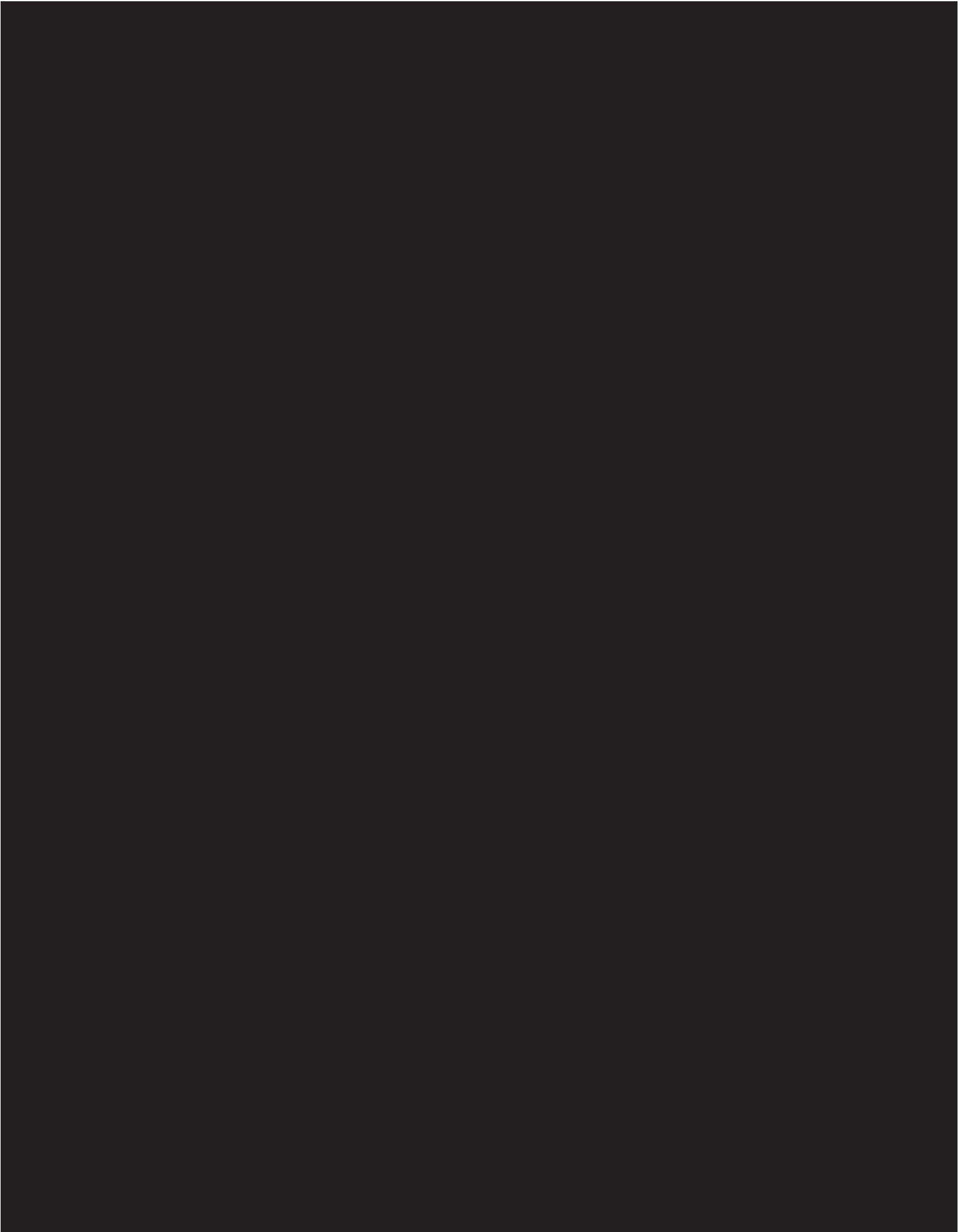












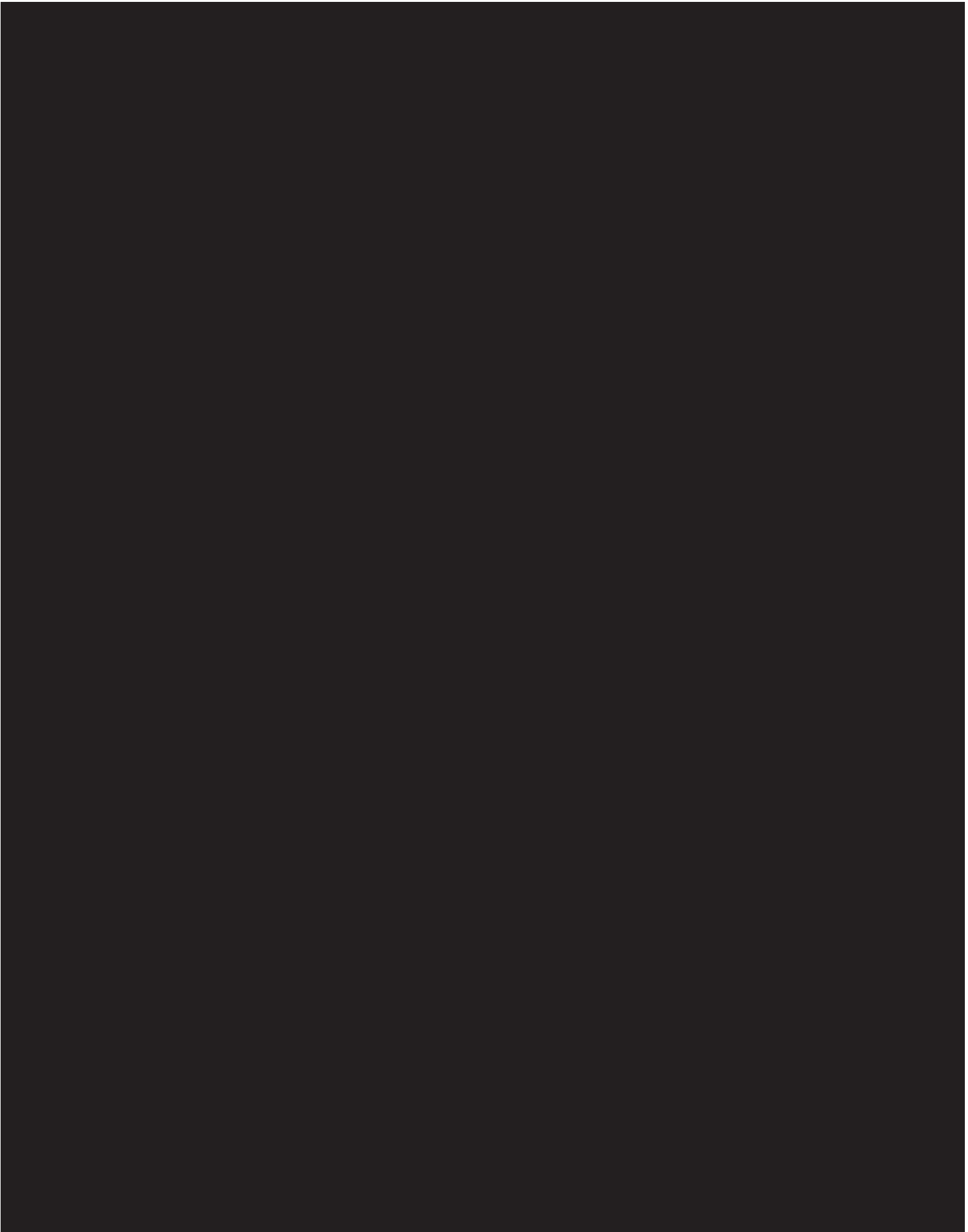


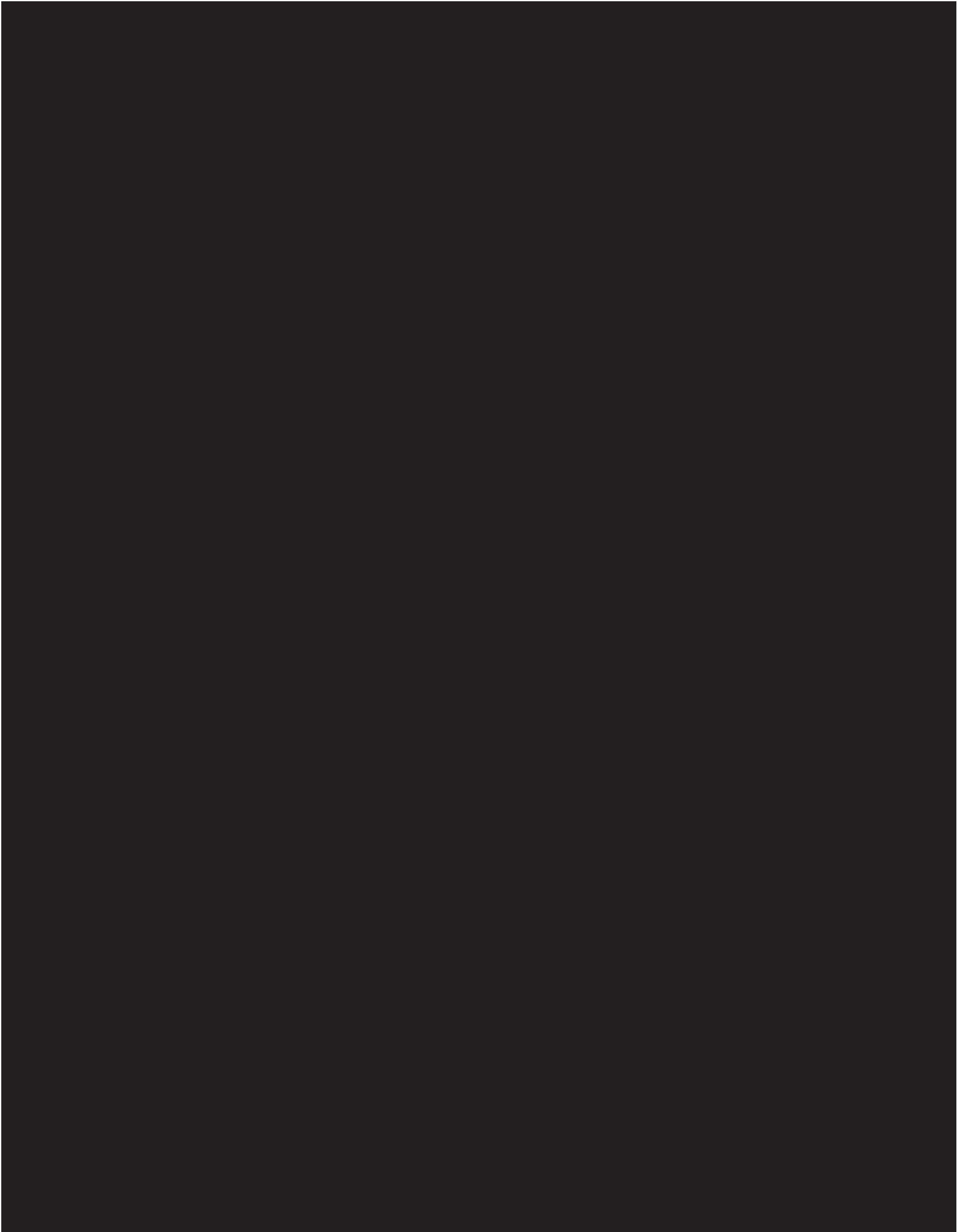






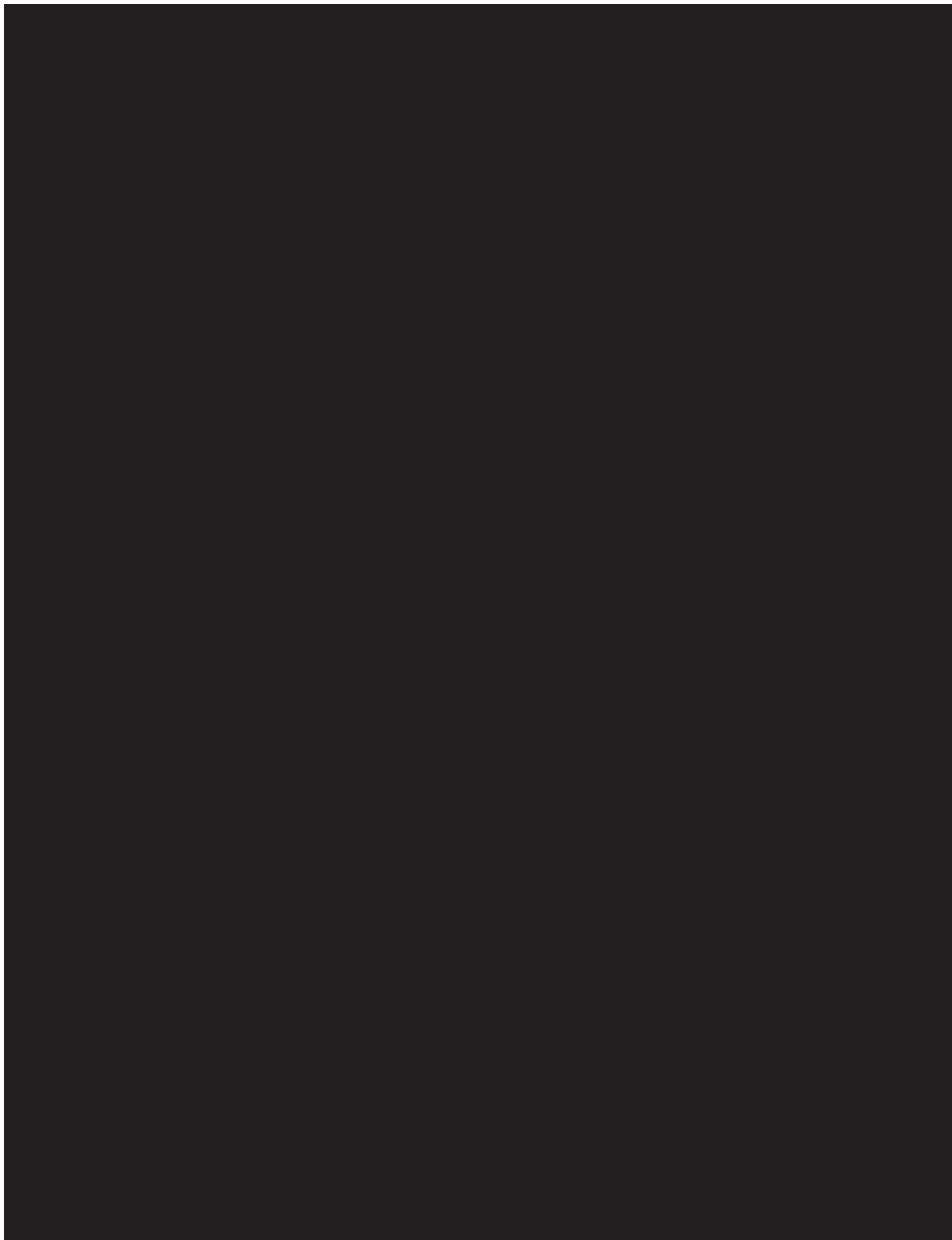
















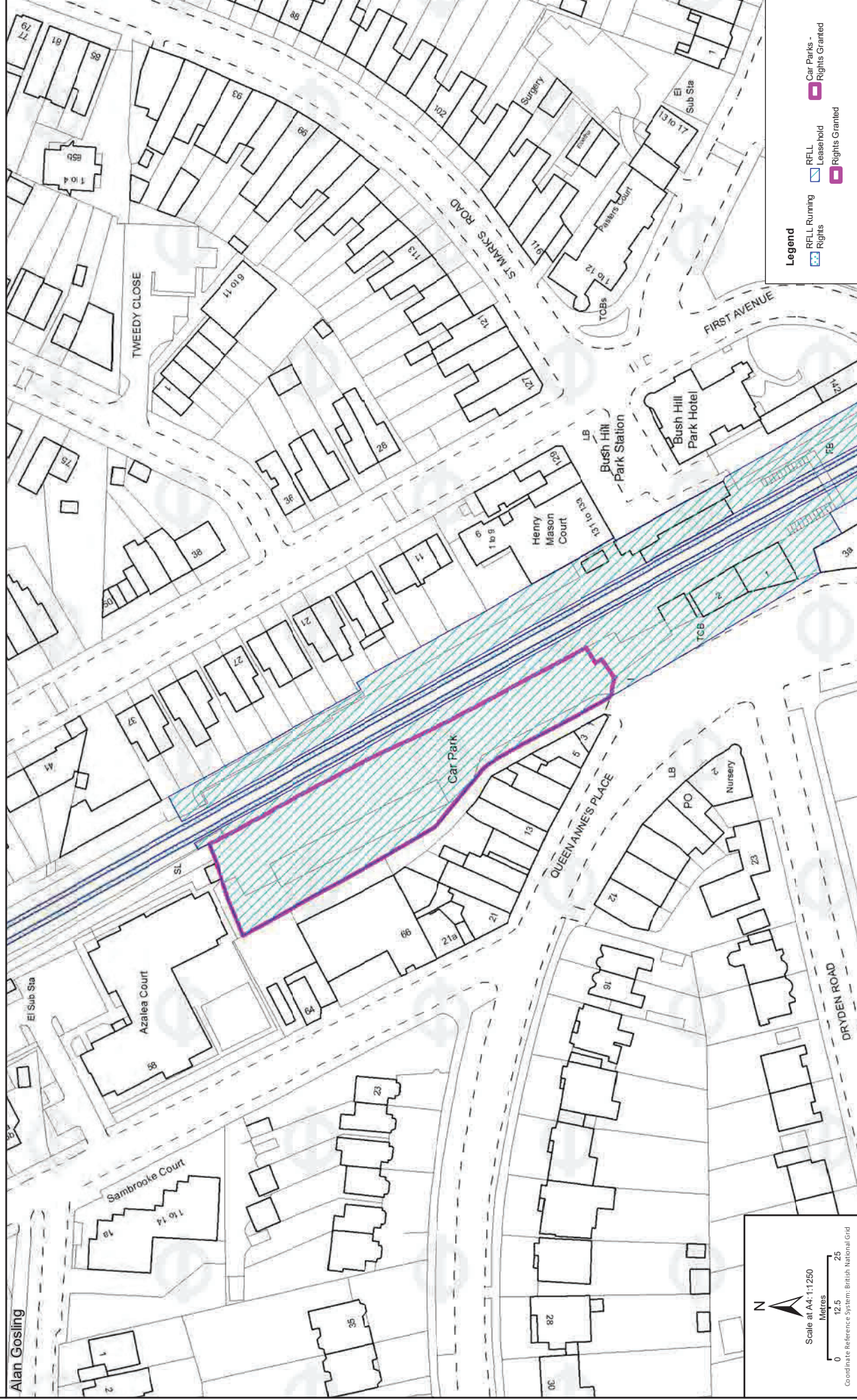
Appendix 2: Inventory – All Locations



Appendix 3: London Overground – Location Plans

Bush Hill Park

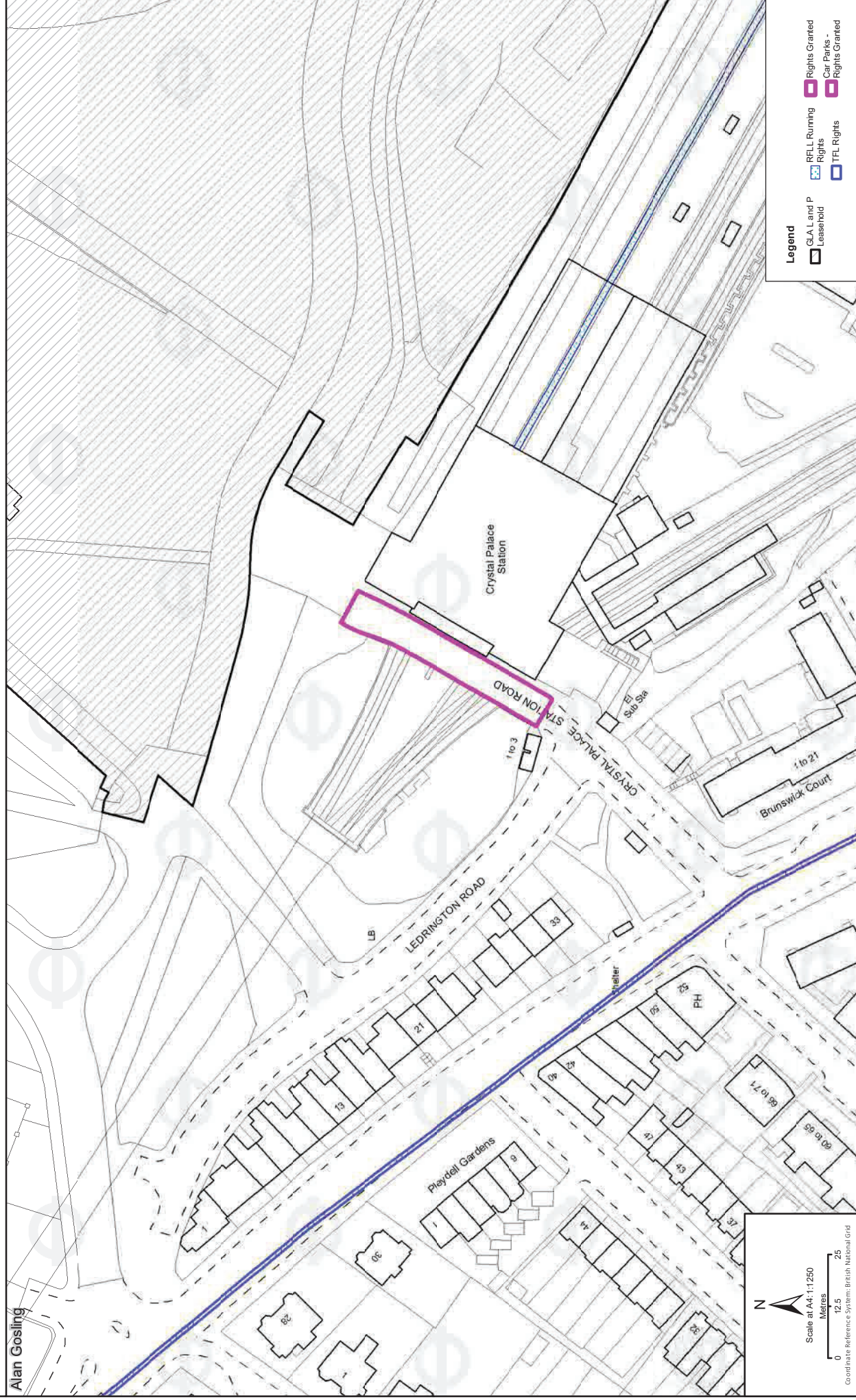
Date: March 2021
Author: Transport for London



Chingford

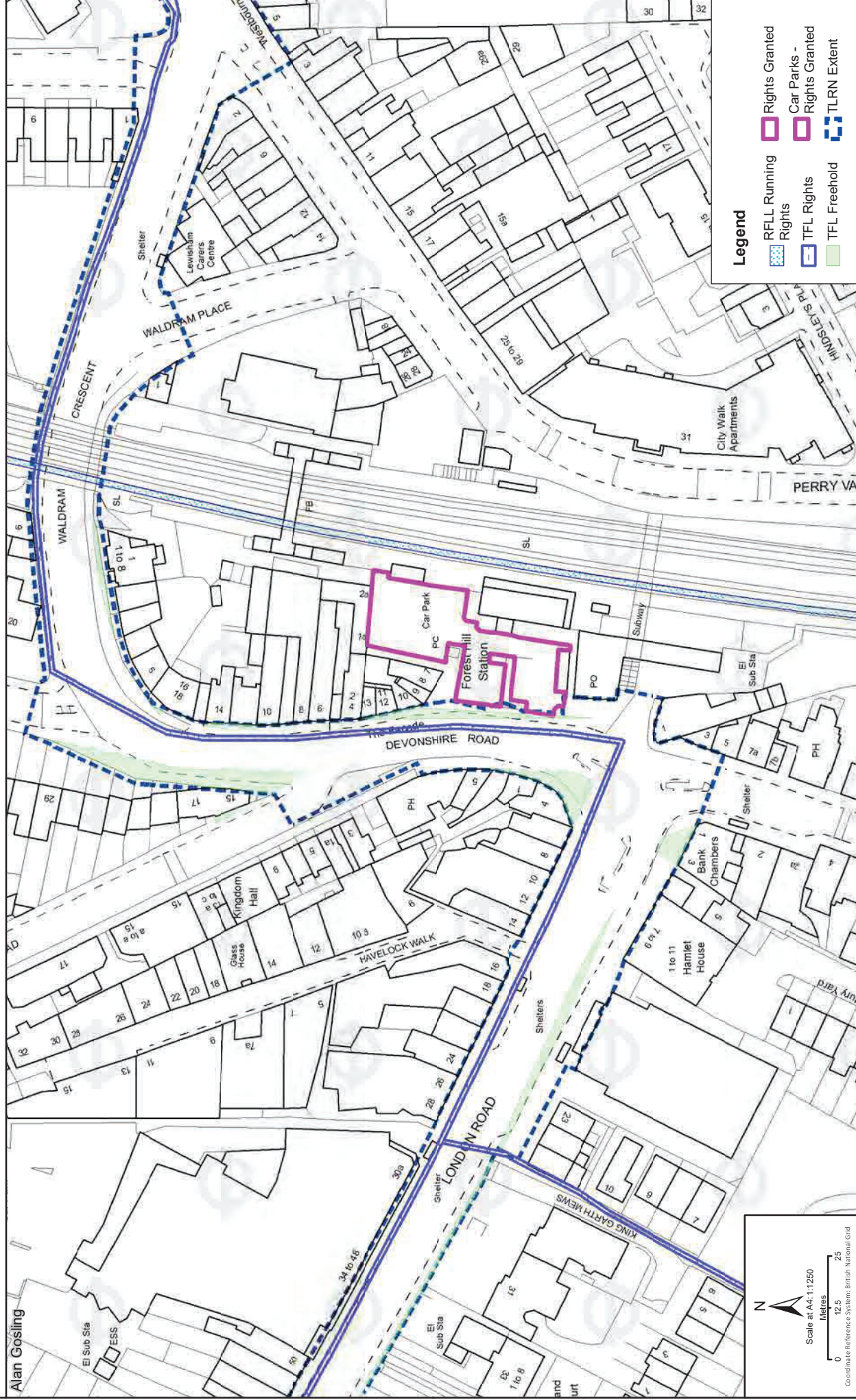
Date: March 2021
Author: Transport for London





Forest Hill

Date: March 2021
Author: Transport for London



Hatch End

Date: March 2021
Author: Transport for London



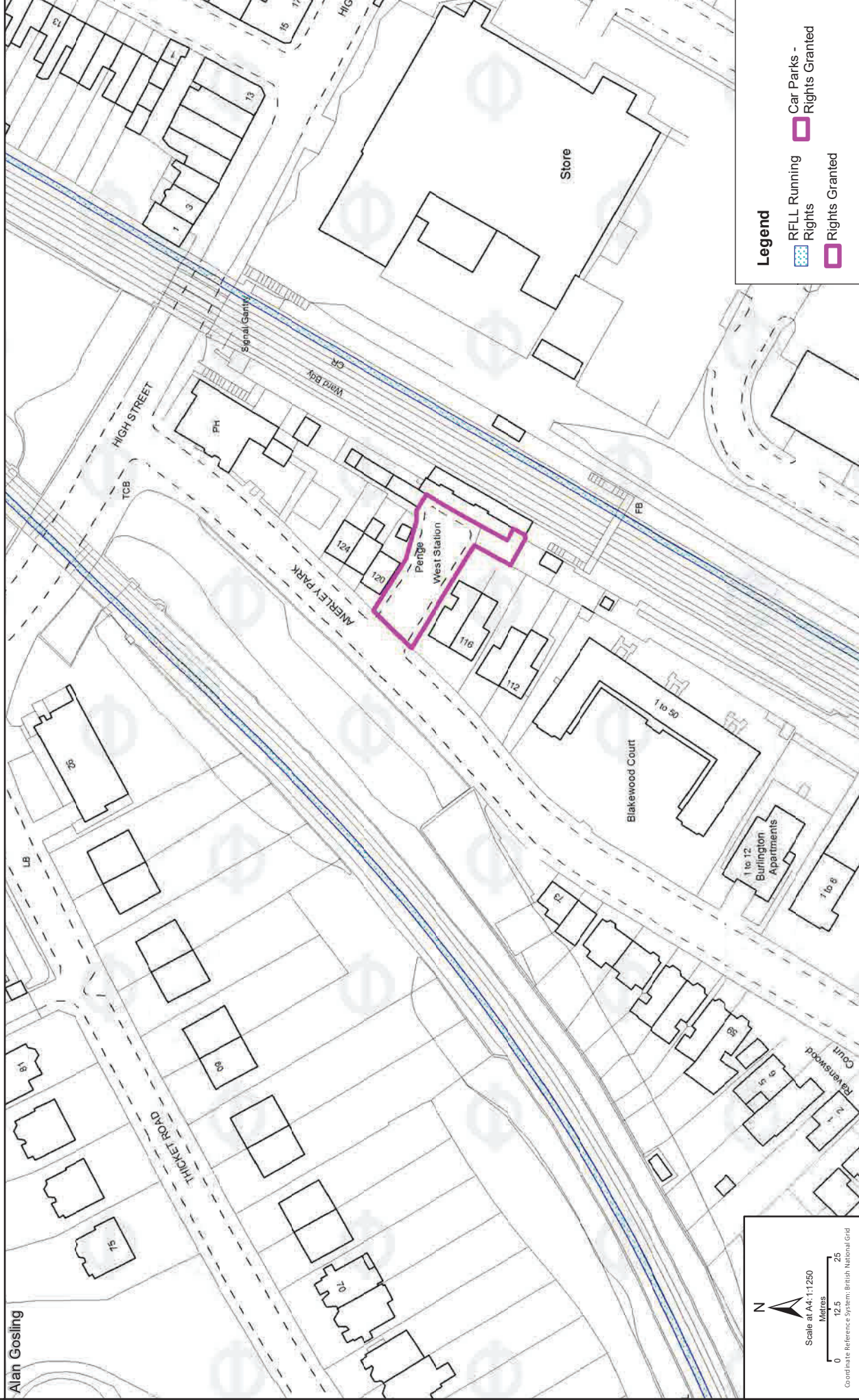
Highams Park

Date: March 2021
Author: Transport for London



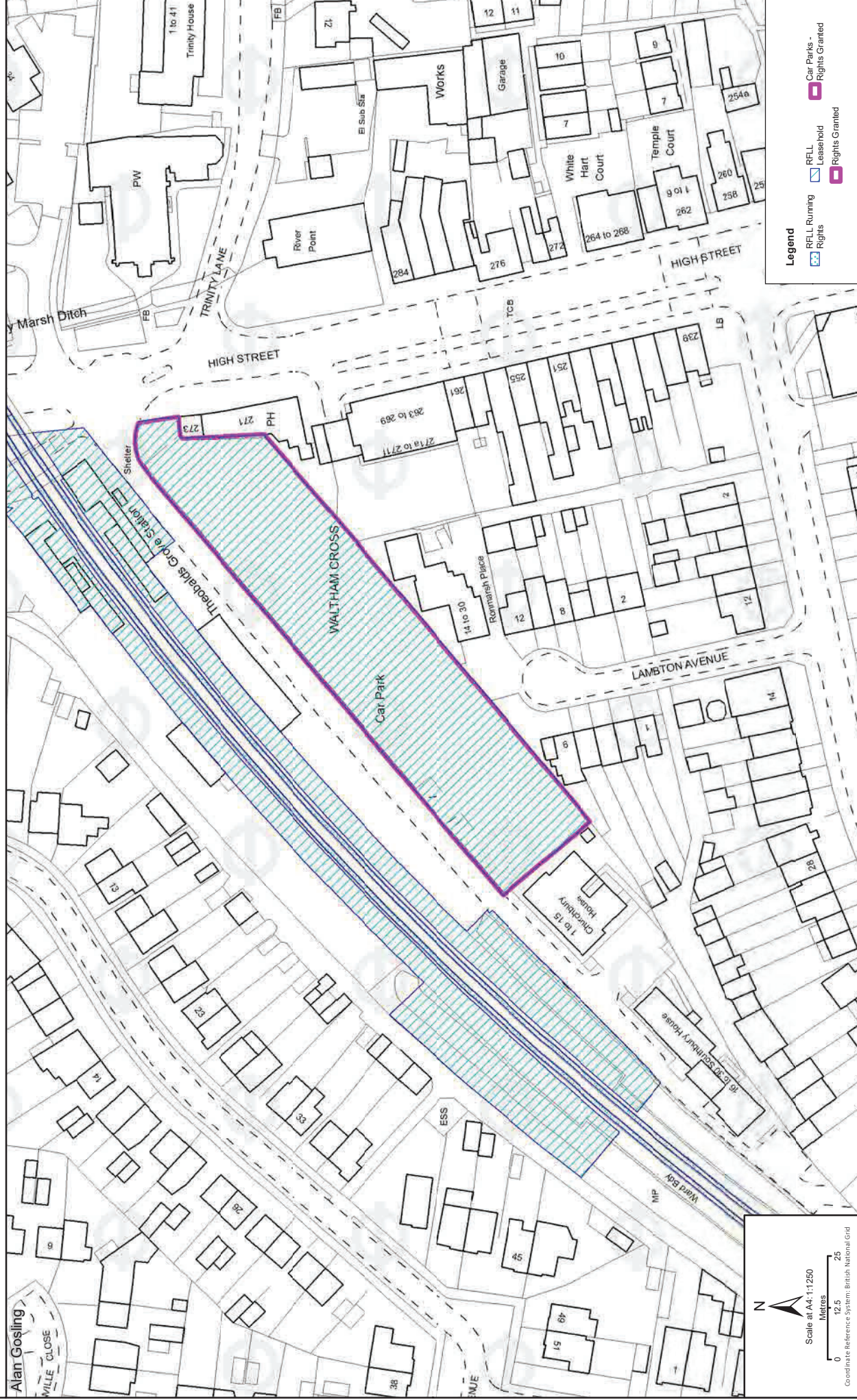
Penge West

Date: March 2021
Author: Transport for London



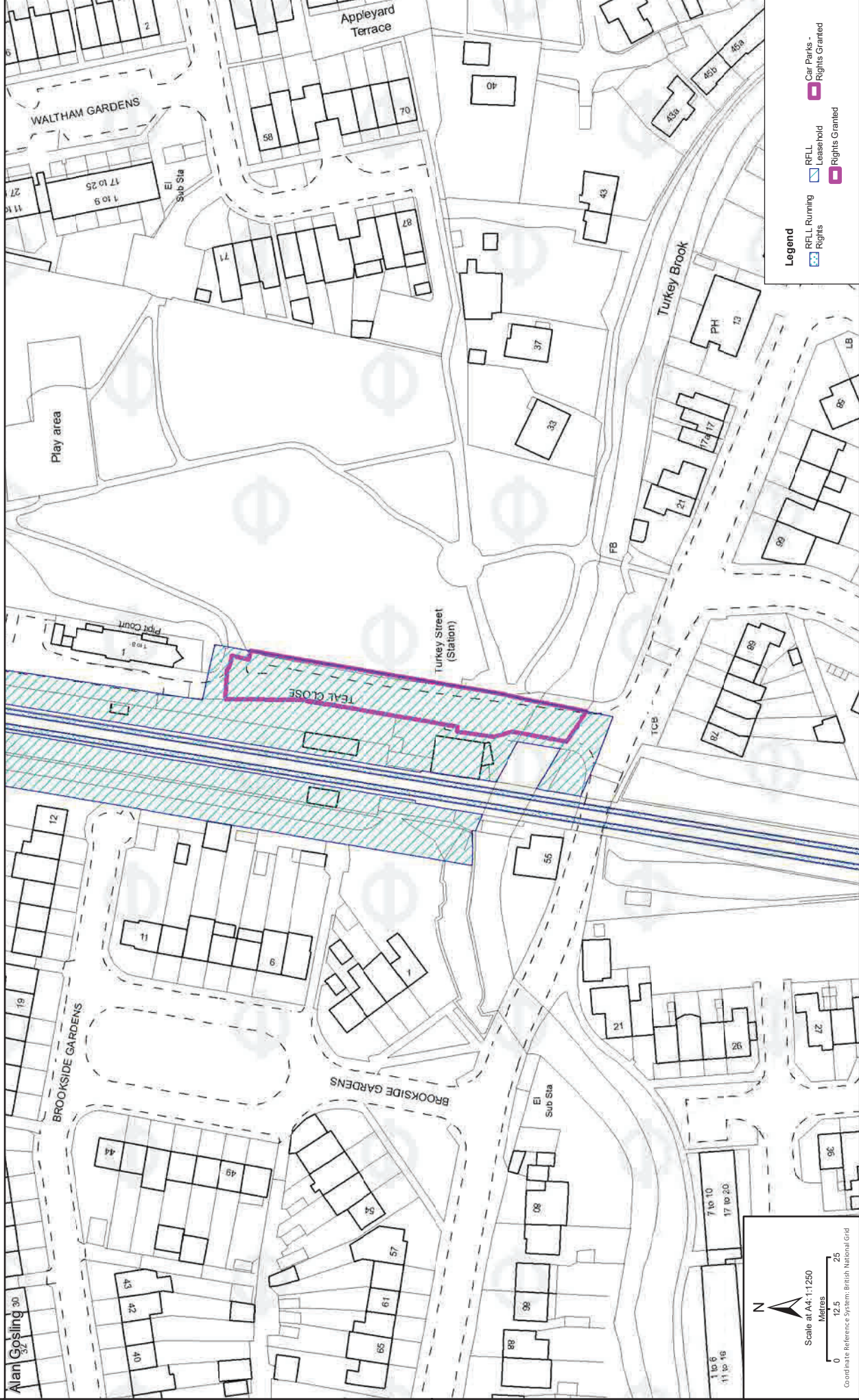
Theobalds Grove

Date: March 2021
Author: Transport for London



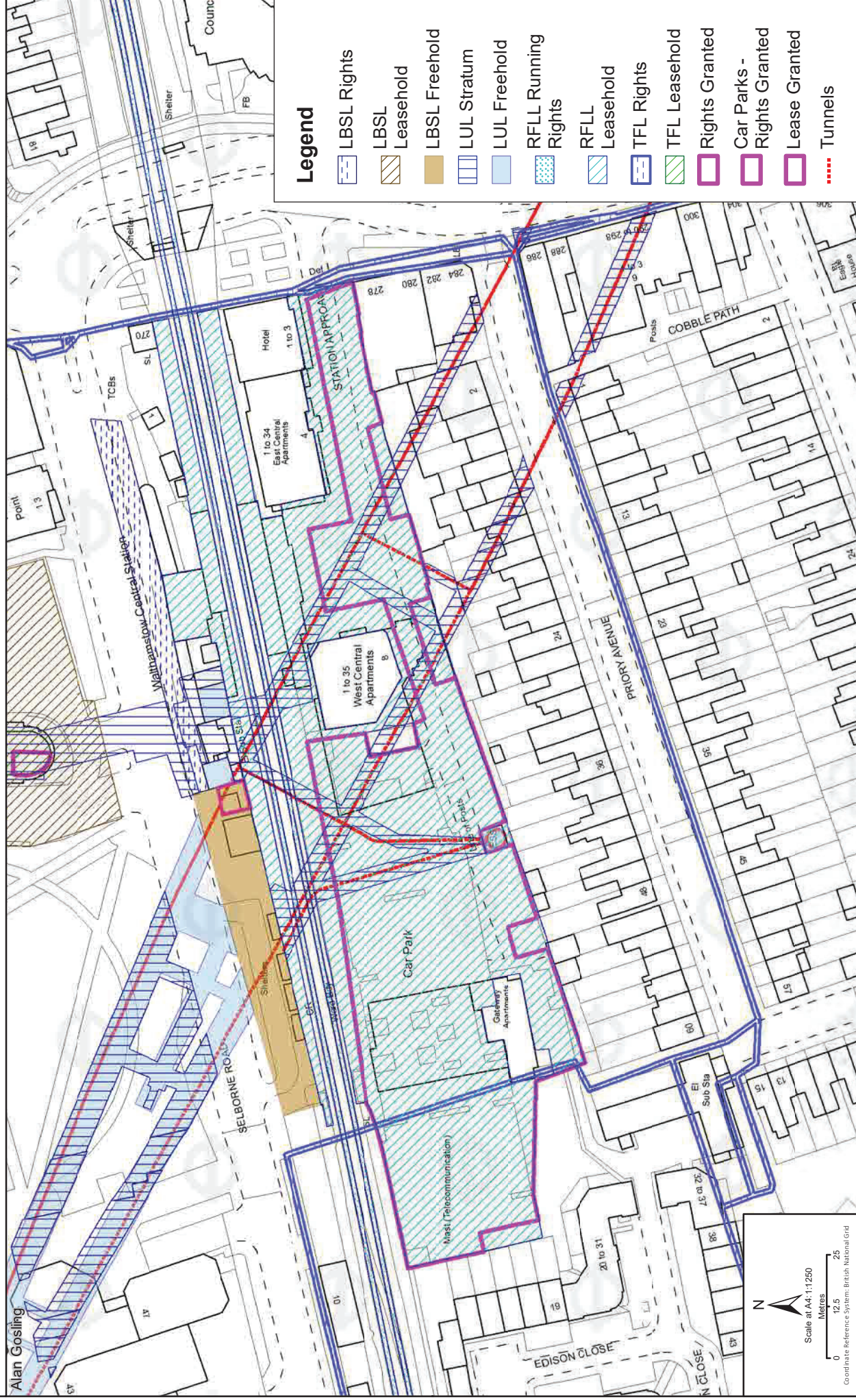
Turkey Street

Date: March 2021
Author: Transport for London



Walthamstow Central

Date: March 2021
Author: Transport for London



Appendix 4: Elizabeth Line – Location Plans