

shall constitute a material breach of this Contract.

SLNT Audit

- 35.15 TfL may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance the provisions of this Clause 35.
- 35.16 The Service Provider shall maintain and retain records relating to the Agreed SLNT Plan and its compliance with the provisions of this Clause 35 for a minimum of seven (7) years.
- 35.17 TfL shall use reasonable endeavours to co-ordinate such audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider is not, without due cause, disrupted or delayed in the performance of the Service Provider's obligations under this Contract.
- 35.18 The Service Provider shall promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
- 35.18.1 granting or procuring the grant of access to any:
 - 35.18.2 premises used in the Service Provider's performance of this Contract, whether the Service Provider's own premises or otherwise;
 - 35.18.3 equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's obligations, wherever situated and whether the Service Provider's own equipment or otherwise; and
 - 35.18.4 complying with TfL's reasonable requests for access to senior personnel engaged in the Service Provider's performance of this Contract.

36. Dispute Resolution

- 36.1 TfL 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.
- 36.2 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 the Dispute arose, 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.
- 36.3 If the Dispute is not resolved within 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.

- 36.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 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.
- 36.5 Where a dispute is referred to mediation under Clause 36.3, 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.
- 36.6 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.
- 36.7 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 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 51.
- 36.8 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 36.
- 36.9 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 36 and Clause 36 shall not apply in respect of any circumstances where such remedies are sought.

37. Breach and Termination of Contract

- 37.1 Without prejudice to TfL’s right to terminate at common law, TfL may terminate the Contract immediately upon giving notice to the Service Provider if:
- 37.1.1 In addition and without prejudice to Clauses 37.1.2 to 37.1.13 (inclusive), 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 10 Business Days (or such other timeframe as specified in writing by TfL) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;
- 37.1.2 there is a Material Service Level Failure;
- 37.1.3 in circumstances in which a Milestone is delayed beyond the Milestone Date by more than twenty (20) Business Days or such other period agreed in writing by the parties;
- 37.1.4 the Service Provider is subject to an Insolvency Event;

- 37.1.5 the Service Provider commits any breach of Clause 6 (Revenue Collection and Payment) which results in TfL incurring any financial loss);
 - 37.1.6 there is a Change in Law which renders operation of the Services or any of the Schemes wholly or partially illegal or if the Schemes are cancelled or terminated by any authority (including but not limited to the Mayor of London);
 - 37.1.7 the Service Provider engages in any conduct which TfL reasonably believes may be unlawful or believes in its sole discretion is otherwise prejudicial to its name, image, business or reputation;
 - 37.1.8 a System Failure has occurred and has continued, or in TfL's opinion is likely to continue, for a period of more than one month and the Service Provider has failed to implement a business continuity plan such that the standard of Services provided does not comply with the standards to which the Services were provided immediately prior to the System Failure occurring;
 - 37.1.9 in the event that there is a change of ownership referred to in Clause 14.3 or the Service Provider is in breach of Clause 14.3;
 - 37.1.10 TfL is not satisfied on the issue of any conflict of interest in accordance with Clause 15;
 - 37.1.11 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
 - 37.1.12 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or
 - 37.1.13 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.
- 37.2 Without prejudice to any of TfL'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 7 or any other provision of this Contract, the Service Provider shall, if required to do so by TfL, 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 37.2 shall prevent TfL from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where TfL so procures any Services or any remedial action, TfL shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by TfL and attributable to TfL procuring such Services or remedial action from such alternative contractor.
- 37.3 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 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 37.3 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.

- 37.4 Without prejudice to TfL's right to terminate the Contract under Clause 37.1 or to terminate at common law, TfL may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 37.4 may be disapplied by notice to that effect in Schedule 1.
- 37.5 Without prejudice to TfL's right to terminate the Contract under Clauses 37.1, 37.4 or at common law, TfL may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 38.
- 37.6 To the extent that TfL has a right to terminate the Contract under this Clause 37 then, as an alternative to termination, TfL 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 TfL'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.

38. Consequences of Termination or Expiry

- 38.1 Notwithstanding the provisions of Clause 32, wherever TfL 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 TfL may require for the purposes of such tender. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 38.2 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.
- 38.3 Upon expiry or termination of the Contract (howsoever caused):
- 38.3.1 No compensation of any form shall be payable to the Service Provider;
- 38.3.2 unless instructed by TfL to the contrary, the Service Provider shall immediately cease all performance of the Services, return any Goods or vehicles belonging to a Customer that are in the possession of the Service Provider to the appropriate Customers and return to TfL (at its own cost) any unexecuted Warrants.

38.3.3 the Service Provider shall, at no further cost to TfL:

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

38.3.3.2 on receipt of TfL'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.

38.4 On termination of all or any part of the Contract, TfL may enter into any agreement with any third party or parties as TfL thinks fit to provide any or all of the Services and (save where terminated under Clause 37.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by TfL in having such services carried out and all other costs and damages reasonably incurred by TfL in consequence of such termination. TfL may recover such costs from the Service Provider as a debt.

39. Declaration of Ineffectiveness and Public Procurement Termination Event

39.1 In the event that a court makes a Declaration of Ineffectiveness, TfL shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 38 and Clauses 39.1, 39.2, 39.4 to 39.6 (inclusive) and 39.12 shall apply as from the time when the Declaration of Ineffectiveness is made.

39.2 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 39.1 to 39.6 inclusive.

39.3 During any court proceedings seeking a Declaration of Ineffectiveness, TfL may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 39.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from TfL, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, TfL shall reasonably determine an appropriate Cessation Plan with the object of achieving:

39.3.1 an orderly and efficient cessation of the Services or (at TfL's request) a transition of the Services to TfL or such other entity as TfL may specify; and

39.3.2 minimal disruption or inconvenience to TfL or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 39.2 to 39.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

- 39.4 Where there is any conflict or discrepancy between the provisions of Clause 38 and Clauses 39.2 to 39.6 (inclusive) and 39.12 or the Cessation Plan, the provisions of these Clauses 39.2 to 39.6 (inclusive) and 39.12 and the Cessation Plan shall prevail.
- 39.5 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 TfL) in the event that a Declaration of Ineffectiveness is made.
- 39.6 TfL shall pay the Services Provider's reasonable costs in assisting TfL in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or as otherwise reasonably determined by TfL. Provided that TfL 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.
- 39.7 Without prejudice to TfL'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 TfL exercises its right to terminate pursuant to this Clause 39.7 (a "**Public Procurement Termination Event**"), TfL shall promptly notify the Service Provider and the Parties agree that:
- 39.7.1 the provisions of Clause 38 and these Clauses 39.7 to 39.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and
- 39.7.2 if there is any conflict or discrepancy between the provisions of Clause 38 and these Clauses 39.7 to 39.12 or the Cessation Plan, the provisions of these Clauses 39.7 to 39.12 and the Cessation Plan shall prevail.
- 39.8 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 39.7 to 39.11 inclusive.
- 39.9 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, TfL shall reasonably determine an appropriate Cessation Plan with the object of achieving:

39.9.1 an orderly and efficient cessation or (at TfL's election) a transition to TfL or such other entity as TfL 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

39.9.2 minimal disruption or inconvenience to TfL or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of these Clauses 39.7 to 39.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.

39.10 Upon agreement, or determination by TfL, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

39.11 TfL shall pay the Service Provider's reasonable costs in assisting TfL in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or as otherwise reasonably determined by TfL, provided that TfL 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.

39.12 For the avoidance of doubt, the provisions of this Clause 39 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

40. Survival

The provisions of Clauses 1, 3.1.3, 4, 6, 8.1.4, 12, 14.2.2, 14.2.3, 16.1.1, 16.1.2, 16.1.5, 16.2, 20, 22-27 (inclusive), 28.1, 29-34 (inclusive), 38, 39-41 (inclusive), 44-51 (inclusive) 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.

41. Rights of Third Parties

41.1 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.

41.2 Notwithstanding Clause 41.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

42. Change Control Request Procedure

Each Party shall have the relevant rights and shall comply with the provisions set out in Schedule 8 (Change Control Request Procedure and Changes).

43. Novation

- 43.1 TfL may novate or otherwise transfer the Contract (in whole or in part).
- 43.2 Within 10 Business Days of a written request from TfL, the Service Provider shall at its expense execute such agreement as TfL 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 TfL.
- 43.3 Subject to Clause 12, 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 TfL.

44. Non-Waiver of Rights

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 46. 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.

45. Illegality and Severability

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 TfL's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, TfL and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

46. Notices

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

if delivered by hand, at the time of delivery;

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

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

47. Entire Agreement

47.1 Subject to Clause 47.2:

47.1.1 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

47.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against TfL 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.

47.2 Nothing in this Clause 47 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

48. Counterparts

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.

49. Relationship of the Parties

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.

50. Further Assurance

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.

51. Governing Law

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 36, 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 TfL 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.

SCHEDULE 1

KEY CONTRACT INFORMATION

1. **Contract Reference Number:** tfl_scp_001829
2. **Name of Service Provider:** Marston (Holdings) Limited
3. **Commencement:**
 - (a) **Contract Commencement Date:** 01/05/2020
 - (b) **Service Commencement Date:** 01/05/2020
4. **Duration/Expiry Date:** Five (5) year term (**Initial Term**) with an option at TfL's sole discretion to extend the Contract for up to a further five (5) year term (**Extended Term**). The Service Provider will be notified in writing, at least twelve (12) months prior to the expiry of the Initial Term, should TfL decide in its sole discretion to extend the Contract for the Extended Term. TfL may on six (6) months' written notice terminate the Contract at any time during the Extended Term.
5. **Address where invoices shall be sent:**

Accounts Payable
Transport for London (TfL)
Financial Service Centre
Floor 1
14 Pier Walk
London SE10 0ES

Electronic format required (if any) for submission of orders by the Authority and of invoices by the Service Provider:
6. **Details of TfL's Contract Manager**

Name: ██████████

Address: Transport for London (TfL)
4th Floor
5 Endeavour Square
Westfield Avenue Stratford
London, E20 1JN

Tel: ██████████

Email: ██████████

7. Details of TfL's Project Manager

Name: [REDACTED]
Address: Transport for London (TfL)
4th Floor
5 Endeavour Square
Westfield Avenue Stratford
London, E20 1JN
Tel: [REDACTED]
Email: [REDACTED]

8. Service Provider's Key Personnel:

Name & Position	Contact Details	Area of Responsibility
[REDACTED]	[REDACTED]	Chief Executive
[REDACTED] [REDACTED]	[REDACTED]	Strategic Account Director
[REDACTED]	[REDACTED]	Contract Manager

9. Notice period in accordance with Clause 37.4 (termination without cause): six (6) calendar months

10. Address for service of notices and other documents in accordance with Clause 46:

For the Authority:

Name: [REDACTED]
Address: Transport for London (TfL)

4th Floor
5 Endeavour Square
Westfield Avenue Stratford
London, E20 1JN

Tel: [REDACTED]

Email: [REDACTED]

For the Service Provider:

Name: [REDACTED]

Address: Marston Holdings, Merlin House, Falconry Court, Bakers Lane, CM16 5DQ

Telephone: [REDACTED]

Email: [REDACTED]

11. **Office facilities to be provided to the Service Provider in accordance with Clause 16.3:** None

12. **List of Key Personnel**

SLNT Co-ordinator

For TfL:

Name: SLNT Team
Address: Transport for London (TfL)
5 Endeavour Square
Westfield Avenue Stratford
London, E20 1JN

Email: supplierskills@tfl.gov.uk

For the Service Provider:

Name: [REDACTED]

Address: Marston Holdings, Merlin House, Falconry Court, Bakers Lane, CM16 5DQ

Tel: [REDACTED]

Email: [REDACTED]



Debt Management and Enforcement Contract for Services

Schedule 2

Statement of Requirements

Transport for London

5 Endeavour Square

London

E20 1JN

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INTRODUCTION

This document, along with its annexes, is part of Schedule 2 (Statement of Requirements) of the Debt Management and Enforcement Contract for Services.

This document should be read in conjunction with other component documents of the Contract as these play an integral part in understanding the requirements set out in this document.

Definitions of terms used in this document are contained in the Contract.

BACKGROUND

The Congestion Charging Scheme and the LEZ Scheme are integral parts of the Mayor's Transport Strategy designed specifically to reduce congestion on central London's roads and also to drive a reduction in vehicle emissions.

TfL operates and enforces a number of road user charging schemes and also enforces red routes, moving contraventions and parking contraventions, which together contribute to the realisation of the Mayor's Transport Strategy. The four main elements of this are:-

- Congestion Charging Scheme
- LEZ Scheme
- Traffic Enforcement Scheme
- Ultra Low Emission Zone (ULEZ live from April 2019)

Debt recovery is an important process to the enforcement of the Congestion Charging Scheme, LEZ Scheme and Traffic Enforcement Schemes. If an individual fails to comply with the relevant scheme rules or any traffic enforcement regulations it results in a Penalty Charge Notice (PCN) being issued to the registered keeper of the vehicle. Where a PCN remains unpaid and there is no outstanding representation or appeal, the unpaid PCN is registered at Northampton County Court as a debt, if this still remains unpaid, a warrant will be issued and passed onto the Service Provider for the recovery of the outstanding monies plus their enforcement fees.

From time to time TfL may request High Court Enforcement for debt exceeding £600. The primary function of the Service Provider is to recover outstanding debt accumulated and to deter future evasion of payments within the existing or future schemes, or any other debt accumulated by TfL (not necessarily scheme related).

Other debt required to be collected will be money owed from Scheme Auto Pay or Fleet Auto Pay accounts in arrears. However the above may not be limited to this document and TfL may require the Service Provider to collect outstanding money owed to TfL from other areas of the business.

TfL currently outsources much of the operation of the Congestion Charging Zone, Low Emission Zones and Traffic Enforcement schemes administration to the Core Service Provider (CSP).

At present the CSP completes all of the notice processing from PCN, Charge Certificate, debt registration and Warrant authorisation requests to Northampton County Court.

Once the CSP receives a Warrant authorisation from Northampton County Court, the CSP will transfer the Warrant within 7 days to the Service Provider via the CSP Interface.

The Warrant Electronic Interface is set out in Annex A and for Debt Recovery Electronic Interface in Annex I to this Schedule.

SCHEDULE 2

1. OVERVIEW OF SERVICES		
1.1 Overview of Services		
1.1.1		
<p>The Service Provider shall maintain facilities, resources and personnel to effectively perform Enforcement Action in England and Wales as required, receive Payments and respond to Customer enquiries. This shall include, but not be limited to:-</p> <ul style="list-style-type: none"> • continuous access to vehicle and Registered Keeper information; • provision of a Warrant Enforcement System; • provision of a customer website; and • provision of a customer contact centre. 		
1.1.2		Mandatory
<p>The Service Provider shall comply with all applicable laws whilst enforcing Warrants and Writs.</p>		
1.1.3		Mandatory
<p>The Service Provider shall maintain facilities, resources and personnel to effectively perform Debt Recovery Action in England, Wales, Scotland and Northern Ireland as required, receive payments of Debts and respond to Customer enquiries. This shall include, but not be limited to:-</p> <ul style="list-style-type: none"> • continuous access to vehicle and Registered Keeper information; • provision of a Debt Recovery Enforcement System; • provision of a customer website; and • provision of a customer contact centre. 		

1.1.4		Mandatory
The Service Provider shall comply with all applicable laws whilst completing any Debt Recovery.		

1.1.5		Mandatory
The Service Provider shall comply with all UK law applicable to the provision of the Services.		

1.1.6		Mandatory
The Service Provider shall refer Customers to all relevant laws where appropriate to the Services.		

1.1.7		Mandatory
The Service Provider shall ensure that it has access to legal advice (at its own cost) in respect of all laws applicable to the provision of the Services. The Service Provider shall notify TfL as soon as reasonably practicable prior to seeking such relevant legal advice, the purpose and outcome of such advice.		

2. COLLECTION PERFORMANCE AND PROCESSING OF WARRANTS

2.1 Collection Performance (Civil Enforcement)

2.1.2		Mandatory
The Service Provider shall use technologies, data analysis and appropriate initiatives in order to execute warrants for a successful collection.		

2.1.3		Mandatory
The Service Provider shall submit a proposed collection rate for the execution of Warrants on their submission.		

2.1.4		Mandatory
The Service Provider shall submit a proposed collection rate for the execution of Warrants every six (6) months (parameterised).		

2.2 Execution of Warrants (Civil Enforcement)		
2.2.1		Mandatory
<p>The Service Provider shall not permit any Personnel to attend or assist with Visits to put in place a Controlled Goods Agreements or to administer the Removal of Goods unless they are closely accompanied by and under the direct supervision of a Enforcement Agent.</p>		
2.2.2		Mandatory
<p>The Service Provider shall use the appropriate prescribed forms as laid out in applicable laws when conducting all Enforcement Action and any related activity.</p>		
2.2.3		Mandatory
<p>The Service Provider shall undertake Enforcement Action in accordance with all applicable laws and TfL Business Rules.</p>		
2.2.4		Mandatory
<p>The Service Provider shall ensure that in the event of an application is made to the court challenging either an assessment of the Enforcement Fees, or the Enforcement Agent's certification TfL shall be notified within twenty-four (24) hours (parameterised) of receipt by the Service Provider of the application notification. The Service Provider shall provide any additional information requested by TfL in relation to the application within (24) hours (parameterised).</p>		
2.2.5		Mandatory
<p>The Service Provider shall inform TfL as soon as reasonably practicable and no later than twenty-four (24) hours (parameterised) of;</p> <ul style="list-style-type: none"> • receiving notification of any potential or actual court challenges; and • the outcomes of actual court challenges/hearings. 		
2.2.6		Mandatory
<p>Should the Service Provider be unsure of how to proceed with Enforcement Action, it shall stop Enforcement Action and escalate the matter to the CSP via the agreed escalation channels in accordance with the TfL Business Rules and shall comply with any other input, guidance or other response as TfL may provide in consequence of the Escalation.</p>		

2.3 Enforcement Action Procedure (Civil Enforcement)		
2.3.1		Mandatory
<p>Upon receipt of a Warrant, the Service Provider shall complete tracing activities and a DVLA check to ensure the following details are correct:</p> <ul style="list-style-type: none"> • Vehicle registration mark (VRM) is still registered at the same address; • Correct owner/keeper of the vehicle; and • Correct spelling of the owner /keepers name. 		
2.3.2		Mandatory
<p>Upon receipt of a Warrant, the Service Provider shall within two (2) Business Days (parameterised) from the date on which the Warrant is retrieved from the CSP Interface, issue a Notice of Enforcement to the Customer with all of the relevant sections fully completed.</p>		
2.3.3		Mandatory
<p>The Service Provider shall as a minimum trace a contact telephone number (where available) to make contact at least once on any day at variable times.</p>		
2.3.4		Mandatory
<p>After 7 Business Days (parameterised) from the date of Notice of Enforcement being issued, if there has been no contact from the Customer or returned mail, the Service Provider shall send a letter reminding the Customer of the outstanding amount payable and carry out further tracing elements to confirm the Customer is still residing at the Warrant address.</p>		
2.3.5		Mandatory
<p>After seven (7) Business Days (parameterised) from the date of Notice of Enforcement being issued, if there has been no contact from the Customer or returned mail, the Service Provider shall use ANPR Technology to make contact with Customers and comply with all applicable laws.</p>		
2.3.6		Mandatory

If after ten (10) Business Days (parameterised) from the date of the Notice of Enforcement was issued, a Payment in Full has not been received from the Customer, or a Controlled Goods Agreement has not been agreed with the Customer then the Service Provider shall commence with the Enforcement Stage.

2.3.7		Mandatory
<p>If after ten (10) Business Days (parameterised) from the date of the Notice of Enforcement was issued, Payment in Full is not received from the Customer and where no Controlled Goods Agreement has been agreed with the Customer, the Service Provider shall conduct at least three (3) Visits (parameterised) to the address held on the Warrant before the date on the Warrant expires.</p> <p>The Service Provider shall only begin carrying out any Visits in accordance with all applicable laws.</p>		

2.3.8		Mandatory
<p>The Service Provider shall complete the enforcement process within period of time as specified by TfL which may be less than the life of a Warrant. In such cases, the CSP shall request a case(s) to be returned via the Warrant Enforcement System in order to redistribute the case(s) to another Service Provider for enforcement purposes.</p>		

2.3.9		Mandatory
<p>At least thirty (30) days (parameterised) prior to the Return of a Warrant to TfL, the Service Provider shall issue a final letter to the Customer demanding Payment in Full and summarising the outstanding amounts owed to both TfL and the Service Provider.</p>		

2.3.10		Mandatory
<p>The Service Provider shall not undertake Enforcement Action in cases of extreme hardship, as determined by applicable laws and TfL Business Rules. Extreme hardship shall include but not be limited to:</p> <ul style="list-style-type: none"> • where the Customer is in ill health or infirm; • where the Customer is in prison; and • where the Customer is bankrupt or insolvent and the Customer can provide further evidence such as a court order or a company resolution. 		

2.3.11		Mandatory
<p>The Service Provider shall not undertake Enforcement Action in the following circumstances including, but not limited to the following:</p> <ul style="list-style-type: none"> • where a Customer is deceased; • where the Customer has gone away or there is no contact at the Customer's address following at least one Visit by an Enforcement Agent (which has been verified by a new occupant or other reliable source that the Customer no longer resides at the address). In the these circumstances the Service Provider shall continue to complete tracing activities to make contact with the Customer to execute; • where the Warrant has expired; or • where the Customer is on a tour of duty with the armed forces (which shall be verified by the Service Provider). <p>In all such circumstances the Service Provider will cease Enforcement Action immediately and ensure the Warrant is Returned to the Authority within twenty-four (24) hours.</p>		

2.3.12		Mandatory
<p>The Service Provider shall take into consideration when undertaking Enforcement Action where a Customer is considered to be a vulnerable person, which shall include (but shall not be limited to) those:</p> <ul style="list-style-type: none"> • who are elderly; • with a disability; • who are seriously ill; • who are recently bereaved; • who are single parents; • who are unemployed; • who have difficulty understanding, speaking or reading English; and • anyone else who, for reasons of age, health or disability are unable to safeguard their personal welfare or the personal welfare of others (whether this is immediately obvious or not). 		

2.3.13		Mandatory
The Service Provider shall have appropriate policies in place and will train the Service Provider's Personnel to manage vulnerable Customers to satisfy statutory requirements.		
2.3.14		Mandatory
The Service Provider must be a member of the debt recognised industry association and signed up to the codes of practice incorporating vulnerable debtor policies.		
2.3.15		Mandatory
Where the Service Provider has been provided with documentary evidence by a Customer that Payment in Full has been made in respect of a PCN for which a Warrant has been issued, the Service Provider shall cease Enforcement Action immediately and forward the evidence to the CSP within twenty-four (24) hours (parameterised) of such proof being received. In such cases, the Service Provider will not be entitled to any Enforcement Fees.		
2.3.16		Mandatory
Where a Warrant is transferred to a Service Provider from the CSP with a balance of less than two hundred and thirty pounds (£230) (parameterised) (which may be altered from time to time by TfL without incurring any additional cost) the Service Provider shall 'escalate' to the CSP prior to any taking any Enforcement Action or related activity.		
2.3.17		Mandatory
<p>The Service Provider shall only Close a Warrant when:</p> <ul style="list-style-type: none"> • Payment in Full has been made; • No further funds are expected; • As directed by TfL or the CSP; or • In accordance with TfL's Business Rules. 		
2.3.18		Mandatory
Where TfL's Business Rules require the Service Provider to Close a Warrant without Payment in Full, the Service Provider shall notify TfL of the reason and provide any supporting documentation to support the rationale via the CSP Interface or by a pre-		

approved secure email.

2.3.19

Mandatory

The Service Provider shall ensure that when notified by TfL to Return a Warrant, Enforcement Action stops immediately and the Warrant is returned to TfL within twenty-four (24) hours (parameterised).

2.3.20

Mandatory

Where the Service Provider obtains new address details for a Customer who is the subject of Enforcement Action, and the Service Provider is satisfied that any previous Correspondence relating to the Enforcement Action has not been received by the Customer the Service Provider shall revert to the start of the Enforcement Action Procedure and cancel any Enforcement Fees that the Service Provider has accrued to date.

2.4 Enforcement Fees (Civil Enforcement)

2.4.1

Mandatory

The Service Provider shall recover from the Customer only those Enforcement Fees permissible under all applicable laws.

2.4.2

Mandatory

The Service Provider shall maintain a detailed record of all Enforcement Fees applied to a particular Warrant and Customer, so that each individual fee or disbursement charged is readily identifiable.

2.4.3

Mandatory

The Service Provider shall provide detailed records of Enforcement Fees to TfL upon request and shall justify in writing the application of these fees to TfL or the Customer.

2.4.4

Mandatory

Where TfL determines that Enforcement Fees have been applied without cause or justification the Service Provider shall cancel such Enforcement Fees, or where the Customer has already paid such Enforcement Fees, issue a refund to the Customer as

directed by TfL including any Compliance Fees.

2.4.5		Mandatory
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The Service Provider shall only apply Enforcement Fees for the relevant Enforcement Action that has already taken place. For the avoidance of doubt, the Service Provider shall not apply Enforcement Fees in respect of potential Enforcement Action.

2.4.6		Mandatory
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The Service Provider shall pay the VAT fee applicable on all Enforcement Fees and invoice TfL monthly for the reimbursement of the VAT fees paid.

2.4.7		Mandatory
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The Service Provider shall not be entitled to claim Enforcement Fees incurred by a third party, such as another Service Provider or debt collection company.

2.4.8		Mandatory
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The Service Provider shall not be entitled to recover through the application of Enforcement Fees costs incurred as a result of damage to the Service Provider's property or equipment caused by a Customer.

2.4.9		Mandatory
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Where multiple Warrants are outstanding in respect of the same Customer, the Service Provider shall ensure that when Visiting the Customer it seeks to execute all such Warrants provided by TfL and all other Warrants held by other creditors during that Visit (or set of Visits, if more than one is required). The Service Provider shall apply one Enforcement Fee to all Warrants that are executed during any set of Visits and not every Warrant in respect of which execution is sought, with the exception of the Compliance Fee which may be applied to every Warrant held.

2.5 Enforcement Visits (Civil Enforcement)

2.5.1		Mandatory
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The first (1st) Visit to a Customer's premises should be made within thirty (30) days (parameterised) of the first (1st) Notice of Enforcement being served.

2.5.2		Mandatory
<p>The Service Provider shall ensure that when attending a Customer premises, they immediately explain the purpose of the Visit and display their identity by using their Enforcement Agent certificate and inform the Customer who they represent as a Service Provider.</p>		

2.5.3		Mandatory
<p>The Service Provider shall ensure their Personnel only seek access to a Customer's premises in accordance with all applicable laws. For the avoidance of doubt, the Service Provider's Personnel shall not enter a Customer's premises when Visiting without the Customer's permission or use force to enter a Customer's premises. This shall include but not be limited to:</p> <ul style="list-style-type: none"> • entering through windows; and • entering through unlocked doors. 		

2.5.4		Mandatory
<p>The Service Provider shall ensure that it provides a full receipt to the Customer for all monies received during a Visit to a Customer in accordance with applicable laws.</p>		

2.5.5		Mandatory
<p>Where the Service Provider is unable to make contact with a Customer during a Visit, the Service Provider shall wait for a period of at least twenty-four (24) hours (parameterised) before another Visit is undertaken.</p>		

2.5.6		Mandatory
<p>The Service Provider shall have suitable devices to measure and record enforcement activity in line with Data Protection Legislation and Information Commissioner Office guide lines.</p>		

2.6 The Removal of Goods (Civil Enforcement)		
2.6.1		Mandatory
<p>The Service Provider shall make all reasonable efforts and undertake all actions required by TfL Business Rules to make contact with a Customer and shall comply with all applicable laws prior to the Removal of Goods.</p>		

2.6.2		Mandatory
Prior to the Removal of Goods where the Customer is not present, the Service Provider shall use all reasonable efforts to ensure that the Goods in question belongs to the Customer. Such evidence shall be recorded by the Service Provider.		
2.6.3		Mandatory
Where the Service Provider has Removed Goods without the Customer being present, the Service Provider shall obtain approval from the CSP before Disposal of the Goods.		
2.6.4		Mandatory
The Service Provider shall carry out the following actions prior to Removing any Goods:		
<ul style="list-style-type: none"> • send a Notice of Enforcement (as required under paragraph 2.3.1); and • undertake all actions to make contact with a Customer prior to Removing Goods. 		
2.6.5		Mandatory
The Service Provider shall ensure prior to Removing any Goods, the Service Provider uses all reasonable endeavours to confirm that a Payment in Full has not been received from the Customer and that no other information has been provided which might otherwise prevent further Enforcement Action.		
2.6.6		Mandatory
The Service Provider shall ensure it has access to all necessary equipment for safe and secure clamping and Removal of a range of vehicles including motorbikes, heavy goods vehicles, buses and coaches.		
2.6.7		Mandatory
In accordance with applicable laws, vehicles found on the highway cannot be removed until one hundred and twenty (120) minutes (2 hours) have lapsed from the start time of the vehicle being immobilised.		
2.6.8		Mandatory
Where a Customer is not present at the time a vehicle is Removed, the Service Provider		

shall:

- notify the Customer in writing of the Removal; and
- inform the local police where appropriate using the following details:
 - PCN number;
 - registered keeper details of the vehicle;
 - VRM;
 - vehicle make and model;
 - vehicle colour;
 - the address that the vehicle was Removed from; and
 - contact details of the Service Provider.

2.6.9		Mandatory
The Service Provider shall take photographs of all Goods it plans to immobilise or Remove before the immobilisation and Removal of Goods. The photographs should display the condition of the items taken into control.		

2.6.10		Mandatory
The Service Provider shall have access to secure storage facilities to hold any Goods that are Removed resulting from Enforcement Action.		

2.6.11		Mandatory
The Service Provider shall have access to secure storage facilities within a reasonable distance from where the Goods have been removed.		

2.6.12		Mandatory
The Service Provider shall ensure that all Removed Goods are held at a secure location until the Customer has collected them or until their Disposal.		

2.6.13		Mandatory
The Service Provider shall only be entitled to apply Storage Fees to Removed Goods or as follows:		

- from midnight on the day on which the Goods are Removed; and
- for each twenty-four hour period the Goods are held in storage by the Service Provider.

2.7 Disposal of Goods (Civil Enforcement)

2.7.1		Mandatory
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The Service Provider shall ensure that when Disposing of Goods, the best available price is obtained for each item.

2.7.2		Mandatory
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The Service Provider shall submit the details of any new auction house or electronic auction for which approval is required at least one (1) month (parameterised) prior to the date of intended use.

2.7.3		Mandatory
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Where the Disposal of Goods takes place at public auction or electronic auction, the Service Provider shall provide the following details to the Customer within five (5) Business Days (parameterised) following the date of the auction:

- the Inventory of the Customer's Goods that have been Removed (updated if necessary to reflect any changes in the condition of the Goods whilst in the Service Provider's possession);
- place of sale;
- time of sale;
- itemised list of items sold;
- amount raised for each item;
- costs incurred in the sale; and
- Enforcement Fees deducted.

This information shall also be made available to TfL on request.

2.7.4		Mandatory
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In the event that the Service Provider has removed a Customer's vehicle for sale at an

auction and:

- there is only one (1) PCN outstanding; or
- the Customer's vehicle was removed from an address other than the address stated in the Warrant for that Customer,

then the Service Provider shall carry out a further DVLA enquiry to ensure that the Registered Keeper of the vehicle is the same as the Customer and then escalate the matter to the CSP and await further guidance.

2.7.5

Mandatory

Where the Service Provider has Removed a vehicle, the Service Provider shall obtain approval from the CSP before Disposal of the vehicle at auction to recover the debt owed including all applicable Enforcement Fees.

2.8 DVLA Enquiries (Civil Enforcement)

2.8.1

Mandatory

Where the Service Provider finds any anomalies when performing a DVLA enquiry on a vehicle, the Service Provider shall stop all Enforcement Action and complete the Warrant Reseal Process.

2.8.2

Mandatory

The Service Provider shall have an automated process for checking current Registered Keeper information with the DVLA.

2.9 Placing a Warrant On Hold (Civil Enforcement)

2.9.1

Mandatory

The Service Provider shall stop or end all Enforcement Action in respect of a Warrant at the request of TfL or the CSP or otherwise in accordance with the TfL Business Rules (to place a Warrant "**On Hold**").

2.9.2

Mandatory

The Service Provider shall await CSP's or TfL instructions in respect of all Warrants On Hold.

2.9.3		Mandatory
The Service Provider shall not Dispose of any Removed Goods in respect of a Warrant that is On Hold unless notified to do so by TfL or the CSP.		

2.9.4		Mandatory
The Service Provider shall provide details of any Enforcement Action taken on a Warrant that has been placed On Hold at the request of TfL or the CSP.		

2.9.5		Mandatory
The Service Provider shall provide details of all Warrants placed On Hold at the monthly Review Meeting by way of the Monthly On Hold Report.		

2.10 Out of Time Statutory Declarations (Civil Enforcement)		
2.10.1		Mandatory
The Service Provider shall ensure that where it has received notification from TfL, the CSP or the Traffic Enforcement Centre (TEC) that a Customer has filed an Out of Time Statutory Declaration regarding a Warrant, the Warrant shall be placed On Hold immediately.		

2.10.2		Mandatory
Where an Out of Time Statutory Declaration is accepted by the court, all Enforcement Fees (including the Compliance Fee) shall be cancelled and shall not be recoverable from TfL or the Customer.		

2.10.3		Mandatory
Where an Out of Time Statutory Declaration is accepted by the court, the Service Provider shall refund all Enforcement Fees paid directly back to the payee, as well as any Payments obtained in satisfaction of any Warrant that have not yet been remitted to TfL.		

2.10.4		Mandatory
In the event the TEC receives notification from the Customer of an Out of Time statutory Declaration, or N244 application, they will inform the Service Provider directly using the contact addresses provided. Where such notification is received, Enforcement Action		

shall be stop immediately until notification of the outcome is received. Where any Goods have already been immobilised, they should be released. Where Goods have been Removed, these may be held for the duration, unless otherwise instructed by TfL.

2.10.5		Mandatory
<p>Where the Service Provider has received notification from TfL, the CSP or a court that an Out of Time Statutory Declaration relating to a PCN for which a Warrant is outstanding, has been rejected, the Service Provider shall:</p> <ul style="list-style-type: none"> • issue a letter to the Customer notifying them that Enforcement Action will resume in seven (7) days (parameterised) from the date of the letter; and • resume Enforcement Action in respect of such Warrant after such seven (7) day (parameterised) period has expired. 		

3. Enquiries & Complaints

3.1 Correspondence

3.1.1		Mandatory
<p>The Service Provider shall obtain approval from TfL with respect to any templates or standard text to be used for Correspondence.</p>		

3.1.2		Mandatory
<p>The Service Provider shall respond to all Customer enquiries and complaints within thirty (30) (parametrised) Business Days.</p>		

3.1.3		Mandatory
<p>When replying to Customer enquiries or complaints, the Service Provider shall ensure that each relevant point raised by the Customer is addressed and appropriate evidence provided as requested.</p>		

3.1.4		Mandatory
<p>The Service Provider shall provide TfL with a printed and electronic copy of all Correspondence and supporting documentation associated with Enforcement Action, such as a Warrant or a complaint within twenty four (24) hours (parameterised) of a request by TfL.</p>		

3.1.5		Mandatory
<p>The Service Provider shall ensure any initial Correspondence includes an explanation of the following:</p> <ul style="list-style-type: none"> • Warrant(s) relating to any communication; • Enforcement Fees including Storage Fees or any other disbursements; and • the Service Provider's contact details. 		

3.1.6		Mandatory
<p>The Service Provider shall include all corresponding PCN numbers in a prominent position on all Correspondence.</p>		

3.1.7		Mandatory
<p>The Service Provider shall provide documentation in the following languages:</p> <ul style="list-style-type: none"> • the languages specified in the Greater London Authority regulations which are Arabic; Bengali, Chinese (Cantonese and Mandarin), Gujarati, Hindi, Punjabi, Turkish, Urdu, Japanese and Vietnamese; and • common visitor languages including German, Dutch, French, Flemish, Polish, Danish, Italian, Spanish, Czech, Finnish, Swedish, Portuguese and Greek; and • large print, braille or audio file at the request of a Customer, TfL or the CSP. 		

3.1.8		Mandatory
<p>The Service Provider shall direct Customers to the TfL website on all written Correspondence. The TfL website address to be added: http://content.tfl.gov.uk/bailiffs-what-you-need-to-know.pdf</p>		

3.1.9		Mandatory
<p>The Service Provider shall complete a quality checks on all Correspondence sent back to Customer.</p>		

3.2 Complaints		
3.2.1		Mandatory

The Service Provider shall manage complaints in accordance with the procedure specified in this section.

3.2.2

Mandatory

The Service Provider shall ensure that the Enforcement Systems have the functionality to record Customer's complaints.

3.2.3

Mandatory

The Service Provider shall ensure that their Enforcement Systems enable the operational users to access all information held within the Enforcement Systems in order to process Customer complaints.

3.2.4

Mandatory

The Service Provider shall categorise complaints as follows:

- Stage 1 Complaints: first time complaints which are resolved easily, such as general enquiries about Enforcement Fees and the legal powers of Enforcement Agents, or requests for missing receipts.
- Stage 2 Complaints: second time complaints where a Customer's Stage 1 Complaint has not been resolved following an initial response by the Service Provider, prompting a second letter or complaint from the Customer. These will require escalation to a manager within the Service Provider's organisation if further issues are raised which require investigation.
- Stage 3 Complaints: complaints which have been through both stages 1 and 2 where the response to date has failed to resolve the issues and any complaint which is considered severe in nature. An example of a severe complaint might be a situation where, following an investigation, it is deemed necessary to issue formal warnings or suspensions to members of the Service Provider's Personnel.

3.2.5

Mandatory

The Service Provider shall resolve all Customer complaints within twenty-eight (28) days (parameterised), or such other period as agreed by TfL.

3.2.6

Mandatory

The Service Provider shall comply with the TfL Business Rules.

3.2.7		Mandatory
As referred to in paragraph 2.2.6 of this Schedule, the Service Provider shall escalate Customer enquiries, complaints or other issues in accordance with the TfL Business Rules.		

3.2.8		Mandatory
The Service Provider shall direct all Customers who request information in relation to the complaints process, to the TfL website.		

3.2.9		Mandatory
The Service Provider shall supply summary information of any complaint on a standard template, to be agreed with TfL, at the request of TfL or the CSP.		

3.2.10		Mandatory
The Service Provider shall immediately Escalate all complaints relating to infringements of privacy legislation, civil liberties, equality and human rights to TfL in accordance with the timescales in Schedule 5 (Service Level Agreement).		

3.2.11		Mandatory
The Service Provider shall immediately Escalate and report all complaints relating to unauthorised and unlawful processing of, accidental loss of, alteration, destruction and damage to Personal Data to TfL in accordance with Schedule 6 (Security Policy) and this Schedule.		

3.2.12		Mandatory
The Service Provider shall maintain a record for all complaints linked to enforcement of Warrants, Writs, debt recovery or any other services as directed by TfL.		

3.2.13		Mandatory
The Service Provider shall notify the outcome of any TfL Customer's dispute/complaint directly back to TfL.		

3.3 Service Provider's Contact Centre

3.3.1		Mandatory
<p>The Service Provider shall ensure that the telephone contact centre where Customers may make an enquiry, complaint or payment (whether in respect of a Warrant, Writ or any Debt) is operational and adequately staffed during Business Hours.</p>		
3.3.2		Mandatory
<p>The Service Provider shall provide an IVR solution (IVR) to the service for the contact centre for operating outside of Business Hours.</p>		
3.3.3		Mandatory
<p>Should a return contact number be provided by a Customer outside of contact centre Business Hours, the Service Provider shall respond back to Customers on the first Business Day after contact was made.</p>		
3.3.4		Mandatory
<p>The Service Provider shall ensure that the Service Provider's Personnel within the Service Provider's contact centre are trained for such role.</p>		
3.3.5		Mandatory
<p>The Service Provider shall provide a text phone service for hearing impaired Customers.</p>		
3.3.6		Mandatory
<p>The Service Provider shall provide access to a translation and interpreting service for Customers who do not speak English as a first language. The Service Provider shall translate into English Correspondence from various languages, including but not limited to:</p> <p>The languages specified in the Greater London Authority regulations – Arabic, Bengali, Chinese (Cantonese and Mandarin), Gujarati, Hindi, Punjabi, Turkish, Urdu, Japanese and Vietnamese; and</p> <p>Common visitor languages – German, Dutch, Belgium, French, Flemish, Polish, Danish, Italian, Spanish, Czech, Finnish, Swedish, Portuguese, Greek.</p>		
3.3.7		Mandatory

The Service Provider shall ensure that the IVR has the functionality to provide an automated payment system.

3.3.8

Mandatory

The Service Provider shall ensure that payments made via the IVR by a Customer are stored against the relevant VRM, PCN and a transaction number of payment.

3.3.9

Mandatory

The Service Provider shall ensure that one hundred per cent (100%) (Parameterised) of calls are recorded.

3.3.10

Mandatory

The Service Provider shall ensure that all call recordings adhere to the latest PCI industry standards in with Schedule 7 (Information Compliance).

3.3.11

Mandatory

The Service Provider shall ensure all recorded calls are date and time stamped.

3.3.12

Mandatory

The Service Provider shall ensure that stored call recordings are accessible by TfL Authorised Users.

3.3.13

Mandatory

The Service Provider shall ensure that stored call recordings can be transferred to TfL in a secure format if required.

3.3.14

Mandatory

The Service Provider shall ensure that the IVR has the functionality to route calls, based on Customer IVR selection, to such Service Provider's personnel with the relevant skill set e.g. vulnerability.

3.3.15		Mandatory
<p>The Service Provider shall ensure that the phonetic alphabet is used by the Service Provider's Personnel within the Service Provider's contact centre when dealing with Customers.</p>		

3.4 TfL Liaison		
3.4.1		Mandatory
<p>The Service Provider shall provide a dedicated contact point for TfL, including a dedicated contact number and email address, neither of which shall be specific to (or accessible only by) a single member of the Service Provider's Personnel.</p>		

3.4.2		Mandatory
<p>The Service Provider shall ensure that the dedicated TfL contact point is sufficiently staffed and experienced so as to be able to respond to a range of TfL queries and issues, including those concerned with but not limited to the following:</p> <ul style="list-style-type: none"> • Complaints; • Statement of Requirements clarification; • requests for information from the Service Provider; • personnel issues; and • complex or sensitive issues. 		

3.4.3		Mandatory
<p>The Service Provider shall provide TfL with a list of individuals who are authorised to liaise with TfL on behalf of the Service Provider. The list shall include:</p> <ul style="list-style-type: none"> • full names; • telephone numbers; • fax numbers (if relevant); • email addresses; and • postal addresses. 		

3.4.4		Mandatory
The Service Provider shall acknowledge in writing all correspondence from TfL within twenty-four (24) hours (parameterised) of receipt.		

4. Finance and Payments		
4.1 Payments		
4.1.1		Mandatory
The Service Provider shall provide as a minimum various payment methods to Customers as follows:		
<ul style="list-style-type: none"> • postal order; • credit or debit card; and • bank transfer. 		

4.1.2		Mandatory
The Service Provider shall provide at a minimum to Customers the facility to make payments by the following methods:		
<ul style="list-style-type: none"> • telephone; • direct bank transfer; • through a website; and • electronic payments. 		

4.1.3		Mandatory
Where a Customer defaults under or breaches a Controlled Goods Agreement, or a Controlled Goods Agreement is not accepted or is otherwise invalid and the Customer is not present (for example, the Payment is made via post) the Service Provider shall make a written request to the Customer for Payment in Full within seven (7) days (parameterised) before taking any further Enforcement Action.		

4.1.4		Mandatory
Where a Customer defaults under or breaches a Controlled Goods Agreement the Service Provider shall commence Enforcement Action in accordance with all applicable laws.		

4.1.5		Mandatory
<p>In the event that a Customer completes a Charge Back to a paid case, the Service Provider shall endeavour to collect the outstanding debt through the Enforcement Process and all applicable laws.</p>		

4.1.6		Mandatory
<p>The Service Provider shall not be entitled to claim back from TfL any outstanding Charge Back fees, Enforcement Fees or paid or partly paid Payments already remitted to TfL.</p>		

4.1.7		Mandatory
<p>In the event that a Payment exceeds the total amount for which the Customer is liable by ten pounds (£10) or more, the Service Provider shall notify the Customer in writing and issue a refund.</p>		

4.2 Controlled Goods Agreements (Civil Enforcement)

4.2.1		Mandatory
<p>The Service Provider shall seek to enter into Controlled Goods Agreement with all Customers in order to secure Payment in Full of any outstanding sums.</p>		

4.2.2		Mandatory
<p>The Service Provider shall ensure that any Controlled Goods Agreement with any Customer under which it is agreed that the Customer may pay a reduced amount against the sum owed under a Warrant is entered into only in accordance with this TfL Business Rules or with prior approval from TfL.</p>		

4.2.3		Mandatory
<p>The Service Provider shall confirm all Controlled Goods Agreements with the Customer by using the prescribed forms set out in applicable laws.</p>		

4.2.4		Mandatory
<p>Where a Customer does not comply with a Controlled Goods Agreement, the Service Provider shall, seven (7) days (parameterised) after the date of non-compliance, issue a letter to the Customer informing them that Enforcement Action will commence seven (7) days (parameterised) from the date the letter was issued.</p>		

4.3 General finance requirements		
4.3.1		Mandatory
<p>The Service Provider shall comply with clause 6 (Revenue Collection and Payment) and Schedule 10 (Revenue Collection and Payment).</p>		

5. TECHNICAL		
5.1 General		
5.1.1		Mandatory
<p>The Service Provider shall contact the CSP and TfL as soon as possible and no later than twenty-four (24) hours (parameterised) from becoming aware of a technical failure in the electronic transmission of information to be transferred to or from the CSP.</p>		

5.1.2		Mandatory
<p>The Service Provider shall provide a dedicated contact point for the CSP and TfL for all technical queries, faults and issues, including a dedicated contact number and email address, neither of which shall be specific to (or accessible only by) a single member of the Service Provider's Personnel.</p>		

5.1.3		Mandatory
<p>The Service Provider shall ensure that all scheduled downtime for any element of the Services as set out in this paragraph 5 is undertaken outside of Business Hours unless otherwise agreed in writing with TfL.</p>		

5.1.4		Mandatory
<p>The Service Provider shall during the Implementation Phase prepare the Exit Plan and deliver it to the Authority for its Approval in accordance with the requirements stated in Annex K (Exit Plan).</p>		

5.1.5		Mandatory
<p>The Service Provider shall during the Implementation Phase prepare a Disaster Recovery Plan and deliver it to the Authority for its Approval in accordance with the requirements stated in Annex L (Disaster Recovery Plan).</p>		

5.2 Systems		
5.2.1		Mandatory
<p>The Service Provider shall develop, operate and maintain a system for Warrant enforcement only (the "Warrant Enforcement System") which the Service Provider shall use to, at a minimum:</p> <ul style="list-style-type: none"> • receive and send data in accordance with Annex A (Warrant Electronic Interface); • record all Enforcement Action undertaken and all Payments (if any) received in relation to each Warrant provided to the Service Provider; • record all notifications, instructions, guidance, or Correspondence relating to each Warrant and Customer; • provide GPS information regarding the specific location of Enforcement Agents on Visits; and • locate specific vehicles using ANPR technology. 		

5.2.2		Mandatory
<p>The Service Provider shall develop, operate and maintain a system for Debt Recovery (the "Debt Recovery Enforcement System") which they shall use to, at a minimum:</p> <ul style="list-style-type: none"> • receive and send data in accordance with Annex I (Debt Recovery Electronic Interface); • record all debt recovery or related activities undertaken, all monies (if any) received in relation to each Debt given to the Service Provider; and • record all notifications, instructions, guidance, or Correspondence relating to each case and Customer. 		

5.2.3		Mandatory
<p>The Service Provider shall provide TfL with remote access via a web portal to the Enforcement Systems for the purpose of viewing all data relating to the Services</p>		

contained within the Enforcement Systems.

5.2.4		Mandatory
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The Service Provider shall ensure that data accessed via the web portal provided under paragraph 5.2.3 is displayed in an easily read format.

5.2.5		Mandatory
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The Service Provider shall complete any updates required to the Warrant Enforcement System, the Debt Recovery Enforcement System, the Warrant Electronic Interface and the Debt Recovery Electronic Interface at its own cost.

5.3 Interfaces

5.3.1		Mandatory
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The Service Provider shall build and maintain the Warrant Electronic Interface in accordance with the CSP specification set out in Annex A to this Schedule (Warrant Electronic Interface).

5.3.2		Mandatory
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The Service Provider shall build and maintain the Debt Recovery Electronic Interface to the CSP specification in Annex I (Debt Recovery Electronic Interface).

5.3.3		Mandatory
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The Service Provider shall exchange data with the CSP in accordance with Annex A (Warrant Electronic Interface).

5.3.4		Mandatory
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The Service Provider shall exchange data with the CSP in accordance with Annex I (Debt Recovery Electronic Interface).

5.3.5		Mandatory
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The Service Provider shall provide all hardware, software and maintenance required to meet the Warrant Electronic Interface and the Debt Recovery Electronic Interface

requirements necessary for the provision of the Services at its own cost.

5.4 Infrastructure Security

5.4.1

Mandatory

The Service Provider shall comply with Data Protection Legislation ensuring that their infrastructure complies with the provisions of Schedule 6 (Security Policy) in respect of infrastructure security.

5.4.2

Mandatory

The Service Provider shall use Data Centres located within the European Economic Area (EEA).

5.4.3

Mandatory

The Service Provider shall complete pen testing in accordance with accreditation and certification from The Council for Registered Ethical Security Testers (CREST) or from a certified TIGER scheme.

5.4.4

Mandatory

The Service Provider shall adhere to the requirements stated in TfL Cyber Security Policies (where applicable).

5.4.5

Mandatory

The Service Provider shall use the following encryption levels (or equivalent) for data in transit and data at rest.

- Symmetric/Block Encryption – Advanced Encryption Standard (AES)-256
- Asymmetric Encryption – RSA 2048/3072/4096.

5.5 Global Positioning System (“GPS”)

5.5.1

Mandatory

The Service Provider shall ensure that the following information is recorded and reportable with respect to GPS location tracking:

- location as an address, including post-code;
- date and time of arrival at a particular location; and
- date and time of departure from a particular location.

5.6 Mobile ANPR Units

5.6.1

Mandatory

The Service Provider shall use mobile ANPR technology to identify vehicles which are the subject of an outstanding Warrant(s) as specified in paragraph 5.6.2.

5.6.2

Mandatory

Where the Service Provider locates a vehicle using ANPR technology, if the Registered Keeper is believed to be the subject of an outstanding Warrant the Service Provider shall perform a DVLA enquiry to ensure the Registered Keeper is the same as the Customer named on the Warrant.

The Service Provider shall not be entitled to recover additional Enforcement Fees from the Customer for this enquiry.

The Service Provider shall only complete DVLA enquires on cases six (6) months old or younger.

5.6.3

Mandatory

Where the DVLA enquiry performed under paragraph 5.6.2 returns a Registered Keeper and address that matches the details of the Customer in question, the Service Provider may immobilise the vehicle in accordance with paragraph 2.6.

5.6.4

Mandatory

If the DVLA enquiry performed under paragraph 5.6.2 returns:

- a Registered Keeper that matches the Customer in question but a different address to that which the Service Provider has issued Correspondence or a Notice of Enforcement to; and
- the Service Provider is satisfied that the Customer moved address prior to the date on which the Notice of Enforcement or Correspondence would have been received by the Customer,

then the Service Provider shall permit the Customer to make Payment in Full as if

the Warrant were still at the Compliance Stage.

5.6.5		Mandatory
<p>Where the DVLA enquiry performed under paragraph 5.6.2 returns a Registered Keeper that is different to the Customer on the relevant Warrant, then the Service Provider shall cease all Enforcement Action on that vehicle and shall remove the details of that vehicle from the ANPR systems.</p>		

5.6.6		Mandatory
<p>The Service Provider shall not under any circumstances give chase to or unlawfully stop a Customer or a Customer's vehicle when the Service Provider's Personnel are driving in a mobile ANPR unit.</p>		

5.6.7		Mandatory
<p>The Service Provider shall ensure that all mobile ANPR units used in Enforcement Action are the property of the Service Provider and not of an individual Enforcement Agent.</p>		

5.6.8		Mandatory
<p>If a Warrant is classified as Returned on the Warrant Enforcement System, details of such Warrant shall be deleted from any ANPR systems.</p>		

5.6.9		Mandatory
<p>The Service Provider shall delete details of any Warrant from any ANPR systems in the following scenarios:</p> <ul style="list-style-type: none">• it is discovered that ownership of the vehicle has changed since the date of the PCN giving rise to the Warrant being issued;• if the vehicle is the property of a hire or lease company;• if TfL requests that details of a Warrant be deleted;• if the Warrant is being Returned to the CSP;• if the Warrant has already been executed and Payment in Full received or a Controlled Goods Agreement has been entered into;• if a request has been received from TfL for the Warrant to be placed On-Hold; or		

- if a Warrant has expired.

5.7 Body Worn Cameras

5.7.1

Mandatory

The Service Provider shall supply their Enforcement Agents with body worn cameras for the purpose of recording enforcement activities whilst attending Customers premises/property. Body worn cameras must be worn on enforcement activities. Such uses of body worn cameras are at the discretion of the Service Provider.

5.7.2

Mandatory

The Service Provider shall store any recordings made by body worn cameras in accordance with all applicable laws and, if necessary, provide these to TfL or enforcement agencies upon request.

6. Scotland and Northern Ireland Debt

6.1 Scotland and Northern Ireland Debt

6.1.1

The Service Provider shall propose and submit a process to recover Debts in Scotland and Northern Ireland.

6.1.2

The Service Provider shall propose and submit data transfer system between the CSP and Service Provider for the purpose but not limited to the following items for Scottish and Northern Ireland Debt cases:

- transfer of new cases;
- receipt of and to acknowledge debt cases;
- when cases are paid;
- when Customers are unable to pay;
- when Customers refuse to pay;
- when Customers are deceased;
- when Customers are in administration/liquidation or bankrupt;

- when Customers of such cases cannot be traced; and
- when Customers have transferred the debt.

6.1.3		Mandatory
The Service Provider shall provide TfL reports with the reporting as set out in Schedule 9 (Contract Management and Reporting Procedure).		

6.1.4		Mandatory
The Service Provider shall propose a settlement and frequency for the recovery of Debts owing to TfL from Customers located in Scotland and Northern Ireland.		

7. Auto Pay Debt Recovery

7.1 Scheme Auto Pay and Fleet Auto Pay Debt Recovery

7.1.1		Mandatory
The Service Provider shall undertake action to recover any Debts owed to TfL by way of closed Scheme Auto Pay and Fleet Auto Pay defaulted accounts.		

7.1.2		Mandatory
The Service Provider shall update (Data Cleanse) defaulted Scheme Auto Pay or Fleet Auto Pay account case data received every month following receipt of the defaulted account.		

7.1.3		Mandatory
The Service Provider shall attempt to make contact with the named account holder on the Scheme Auto Pay and Fleet Auto Pay closed and defaulted accounts within six (6) days (parameterised) of receiving the case data.		

7.1.4		Mandatory
The Service Provider shall attempt to make contact with the named account holder on the Scheme Auto Pay and Fleet Auto Pay closed and defaulted accounts at a minimum by the following methods:		

- letter by post;
- telephone call;
- SMS text messaging; and
- email notification.

7.1.5		Mandatory
<p>The Service Provider shall continue to make contact, or attempt to make contact with the named account holder on the Scheme Auto Pay and Fleet Auto Pay closed and defaulted accounts after thirty (30) days (parameterised) of receiving the case data as stated in 7.1.4.</p>		

7.1.6		Mandatory
<p>The Service Provider shall make further contact, or attempt to make further contact with the named account holder on the defaulted accounts within sixty (60) days (parameterised) of receiving the case data as stated in 7.1.4.</p>		

7.1.7		Mandatory
<p>The Service Provider shall exchange data in respect of all Scheme Auto Pay and Fleet Auto Pay closed and defaulted accounts with CSP by way of the Debt Recovery Electronic Interface as set out in Annex I (Debt Recovery Electronic Interface).</p>		

7.1.8		Mandatory
<p>The Service Provider may enter into a payment arrangement with the named account holder of any Scheme Auto Pay and Fleet Auto Pay closed and defaulted accounts for a repayment period of up to six (6) months (parameterised). The Service Provider must obtain TfL's approval for any requests received from the named account holder to extend this period.</p>		

7.1.9		Mandatory
<p>The Service Provider shall transfer any Remittance to TfL when any Scheme Auto Pay or Fleet Auto Pay account that was in default is deemed to be paid in full, or shall transfer the amount collected within one (1) (parametrised) Business day.</p>		

7.1.10		Mandatory
<p>Subject to TfL approval and in accordance with the TfL Business Rules, Scheme Auto Pay or Fleet Auto Pay account cases shall be closed and Returned at TfL's request or where:</p> <ul style="list-style-type: none"> • Service Provider or TfL determines that the Customer is unable to pay; • Customer refuses to pay and the Service Provider or TfL determines that no further action can be taken; • Service Provider or TfL is unable to locate or make contact with the Customer; or • Service Provider or TfL determines the debt is not collectable due to mitigating circumstances. 		

7.1.11		Mandatory
<p>The Service Provider's process and any proposed letters, or other types of communication, shall be approved by TfL prior to implementation.</p>		

7.1.12		Mandatory
<p>The Service Provider shall provide a process for seeking to recover Debts owed to TfL by way of closed Scheme Auto Pay and Fleet Auto Pay defaulted accounts which shall include an opportunity for Escalation of such Debts for further action.</p>		

8. Information Sharing and Targeted Enforcement		
8.1 General		
8.1.1		Mandatory
<p>At the request of TfL, the Service Provider shall participate in intelligence-led enforcement activities targeting specific individuals or groups.</p>		

8.1.2		Mandatory
<p>At the request and instruction of TfL, the Service Provider shall undertake Enforcement Action in respect of Warrants that have previously been categorised as uncollectible by the Service Provider or another Service Provider management company (each an "Uncollectible Warrant").</p>		

8.1.3		Mandatory
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The Service Provider shall undertake Enforcement Action Procedure in respect of each Uncollectible Warrant as if it were a new Warrant, commencing the Enforcement Action from the start of the Enforcement Action Procedure. For the avoidance of doubt, no Enforcement Fees from any previous Enforcement Action shall be retained or collected.

9. Reporting and Monitoring

9.1 General

9.1.2		Mandatory
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The Service Provider shall use the same data as provided to TfL and the CSP to manage its own operational and financial performance of its obligations under this Contract.

9.1.3		Mandatory
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The Service Provider shall produce the Reports and comply with its reporting obligations set out in Schedule 9 (Contract Management and Reporting Procedure).

10. Additional Services

10.1 Expired Warrant Debt Collection

10.1.1		
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The Service Provider shall propose a process for the recovery of TfL debt following the expiry of a Warrant where the debt remains outstanding. This process shall be in accordance with all applicable laws.

10.1.2		
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The Service Provider's process shall only include the outstanding Payments due to TfL and will not include any Enforcement Fees.

10.1.3		
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The Service Provider's process and any proposed letters, or other types of communication, shall require TfL approval prior to implementation.

10.1.4		
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The Service Provider's process shall include all cases that progress to the point of Warrant expiry and the duration of the process will need to be in consideration of TfL's policy for Warrant write off, which is calculated as the Warrant issue date plus 24 months (parameterised).

10.2 Tracing Keeper Details Missing

10.2.1

Mandatory

TfL may require the Service Provider to complete a tracing service for cases returned back from the DVLA identified under the category 'VQ5 No Trace' (address details are not available).

The cases shall be sent to the Service Provider either by TfL or the CSP in order for a tracing exercise to be completed. The information shall then be sent back to TfL or the CSP to decide on whether to commence the Enforcement Action Procedure.

10.3 Innovation

10.3.1

Mandatory

Upon request by TfL the Service Provider shall participate in the trial of new technology, enforcement methods or processes to improve the performance of the Services or other Services contracted by TfL.

10.3.2

Mandatory

The Service Provider shall propose and implement alternative prosecution routes, which may include High Court, rather than the conventional County Court registration route provided by Traffic Enforcement Schemes and applicable laws. Any proposals for prosecution shall require TfL approval prior to initiating proceedings.

10.3.3

Mandatory

The Service Provider shall provide a process for seeking to recover Debts that they can validate legally, which shall include an opportunity for escalation of the Debt for further action notably in the case of persistent evaders.

10.4 Pre – Warrant Address Validation Process

10.4.1

The Service Provider shall propose a pre-warrant address validation process (the "**Pre-Warrant Address Validation Process**") and update where necessary prior to the registration of any sums owed to TfL.

10.4.2		
TfL may refer cases immediately following the issue of the Charge Certificate to allow the Service Provider to commence the Pre-Warrant Address Validation Process in accordance with guidelines from TfL.		

10.4.3		
The Service Provider shall return findings to TfL to action accordingly. The Pre-Warrant Validation Process will require approval by TfL prior to implementation should TfL decided to implement.		

10.5 Taxi Private Hire Services		
10.5.1		
The Service Provider shall propose and submit a process as determined by TfL at a point in time to collect taxi licence plates, private hire licence discs or any other TfL Taxi Private Hire property as directed by TfL.		

11. General		
11.1 General: Other TfL Debt		
11.1.1		Mandatory
TfL may require the Service Provider to perform Commercial Rent Arrears Recovery as well as to collect other Debts (including Writs) to those set out within this Statement of Requirements from time to time.		

JBW Group Exit Plan

Introduction

The purpose of this document is to establish JBW Group's exit planning strategy for the Transport for London (TfL) debt recovery contract in the event of cessation, expiry at the end of the Term or termination by either party of the contract.

JBW Group appreciates and understands the need for thorough and effective forward planning to ensure a straightforward contract term conclusion, however arising, during which a high-quality service is maintained with minimal disruption to TfL staff or customers. We have reviewed the activities associated with the exit of the contract and have developed an approach to ensure that we meet our obligations to TfL.

For ease, a summary of all relevant contract requirements relating to the cessation, expiry or termination by either party of the contract is provided at the end of this Exit Plan.

Contract Cessation Exit Scenarios

It is important to recognise that there are a number of Exit Scenarios that may occur where this exit strategy will come into effect. These include:

Exit Scenario	Description	Notice Period	Impact
1	TfL do not extend the contract beyond the initial term of 5 years in accordance with 2.1 Volume 1 Invitation to Tender	12 months prior to the end of the initial 5-year term – 1 May 2024	Low – Provides a long lead time to implement the plan and all required activities to ensure seamless exit and / or transfer of services to new provider
2	TfL do extend the contract beyond the initial term of 5 years in accordance with 2.1 Volume 1 Invitation to Tender but provide six months' notice during any time in the 5 years that the contract will not be extended further beyond each year	Six months at any time during the extension period	Medium – Provides sufficient lead time to implement the plan and all required activities to ensure seamless exit and / or transfer of services to new provider
3	TfL terminate the contract with immediate effect if there is an incident as described in Volume 2 Section 37: Breach and Termination of Contract	Immediate (Although in most cases the prospect of the potential for immediate termination	High – Will result in significantly constricted timescales for both parties to implement required actions and activities

		will be known to both parties)	
4	In the event that a court makes a Declaration of Ineffectiveness as detailed in Volume 2 Section 39: Declaration of Ineffectiveness and Public Procurement Termination Event	Immediate (Although in most cases the prospect of the potential for immediate termination will be known to both parties)	High – It is our understanding that in such an event then the next step would not for this Exit Plan to be followed but that TfL would ask JBW to prepare a Cessation Plan (although many of the activities needed are likely to be the same as those detailed in this Plan)
5	JBW wish to terminate the contract.	Whilst not referenced in the contract JBW will provide no less than six months notice	Low – Highly unlikely that such a scenario will occur however six month notice provide sufficient time to deliver effective exit

Timescales

As is highlighted above, the timescales for the exit activities will be dependent on the scenario that leads to the cessation, expiry or termination event. Once any scenario is triggered we will work closely with TfL’s operational, commercial and legal teams to review, amend and adopt this exit strategy to ensure that that it is fit for purpose, achievable and will ensure a smooth exist and transition back to TfL of any outstanding cases, data and collected revenue.

In terms of the activities and sequence of events that we envisage occurring under each scenarios we believe the following activities will be required:

Timeline	Activity
On confirmation of contract end date	Agree TUPE position not applicable due to nature of contract and contracting arrangements with personnel delivering services to TfL
Exit Planning Meeting	Review and amend exist strategy as agree. Discussion and agreement with TfL as to which cases will remain on the system to be worked i.e. arrangement cases, cases under 6 months old etc.
Pre expiry date	JBW to ensure all necessary system changes and data retention parameters for TfL have been amended to reflect the contract end date, return cases agreed with TfL and hold agreed data for retention periods
Contract expiry date	Close requested cases and send report covering these off with TfL

Post expiry date	JBW to continue to send all required reports at same frequency and continue to follow all required policies and processes as per, now expired contract
Post expiry date	JBW to continue to work all agreed cases until such time TfL requests they are returned or have expired / completed arrangements
Post expiry date	JBW to continue to proactively engage with TfL, attending all required meetings, participating in contract moitoring activities, dealing with complaints etc.
Service closure	When all remaining cases have closed on the system due to payments, expiry or requested returns, send the final scheduled reports i.e. remittance, weekly and monthly reports.
Post closure review	Once all items outstanding completed, joint meeting between JBW and TfL to review exist plan execution, review lessons learned etc.

Exit Initiation and Planning Activities

Regardless of the scenario, once an Exit Scenario is triggered JBW will immediately implement our Exit Delivery Board. For the TfL contract this will comprise of the following persons and their roles and responsibilities:

Role	Current JBW Lead	Responsibilities
[REDACTED]	[REDACTED]	Overall responsibility for ensuring that the Exit Plan is executed correctly and fully whilst maintaining the delivery of all services in line with existing contract requirements and performance standards
[REDACTED]	[REDACTED]	Responsible for the co-ordination and management of all exit plan activates ensuring all aspects of the plan are executed, co-ordinating activities internally and with TfL
[REDACTED]	[REDACTED]	Responsible for the management of all system and data deliverables including the return of cases back to TfL, the management and retention of data in line with TfL’s contractual requirements
[REDACTED]	[REDACTED]	Responsible for ensuring continuity and quality of service during the exit plan delivery period

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We will arrange and host an early meeting with TfL's Exit Delivery Team as soon as possible after the Exit Scenario is triggered to review this plan and the TfL's additional specific preferences and requirements in respect to the transition arrangements, including confirmation of the planned date of exit, any expected running down of the current contract volumes in the run up to this and the key personnel involved in the Authority and establish contact with any replacement supplier personnel.

Service Delivery

The JBW operational delivery manager will undertake ongoing reviews of resourcing requirements across the TfL service. Based on TfL's approach to other service providers that have exited from the provision of these services we are working to the assumption that TfL will continue to issue warrants to JBW up to the contract exit date. In the event that TfL decides to reduce warrant or other work volumes in the remaining months of the contract, the operations management team will continue to ensure that the level of resourcing and will ensure that the contract commitments around performance and quality will be met.

We will work with TfL to understand whether and the extent to which they expect case volumes to reduce in the remaining months of the contract so we can manage any scale down of our resourcing accordingly.

Similarly, subject to TfL approval, JBW will continue to work on any warrants issued to us prior to the termination date in line with all contractual obligations and standards.

We have committed to meeting TfL's policies, processes, contract management requirements and performance standards in terms of reporting, review and governance and will meet this commitment through whatever period agreed with TfL beyond the termination date that we hold TfL cases.

All supporting processes associated with the delivery of the service, such as complaints and escalations, will be maintained throughout the period of delivery of service or where we continue to deliver service.

Information Technology & Data

Quality of data is a key aspect of the JBW delivery model, and we will continue to ensure that all case notes and reference data are maintained in line with Volume 2, 22.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in section 1(1) of the Data Protection Act 1998) which shall only be

retained for as long as necessary, following termination or expiry of the Contract (“Retention Period”). Our management controls and review processes will ensure that there is ongoing focus on the overall quality of delivery, including the quality of case data.

In addition to the above we will ensure that Volume 2, 32.6 provisions in respect of public will survive any termination of this contract for a period of 6 years from termination and no public announcements will be made in respect of the services without explicit written approval from TfL. We also confirm that we will maintain and retain records relating to the Agreed SLNT Plan and its compliance with the provisions of this Clause 35 for a minimum of seven (7) years.

We have a rigorous information security and management regime that ensures we meet contractual and statutory commitments to data. These processes are independent of contract and apply across the organisation. Therefore, through the period of exit and beyond all TfL data will be managed in line with the committed standards as part of the contract.

Outside of the requirement to maintain historical records for statutory and contract purposes all TfL data will be removed from JBW devices (including PDAs) as part of the contract exit activities.

The transfer of IT systems or hardware to TfL is not applicable under this contract.

HR (Staffing and Resourcing)

As at contract commencement JBW is of the view that TUPE will not apply. However, this position will be reviewed once an Exit Scenario is triggered and, in the event that staff are eligible for TUPE to a new provider or to TfL JBW will meet all of our commitments associated with the legislation. We will engage with staff to ensure they are aware of the impacts of the contractual position and will engage positively with the new employer to ensure the relevant staff information is provided in a timely manner to allow a seamless transition of staff.

Where staff are not in scope for TUPE, we will initially seek to identify whether we can redeploy them within our organisation. In particular for call centre staff we operate a wide range of contract within JBW and elsewhere in the Outsourcing UK group and would expect to redeploy most of these staff. In the event that we cannot redeploy them, we will engage with staff to discuss redundancy arrangements.

We are conscious that staff morale is key to meeting the quality and performance associated with our deliveries. Our approach to staff communications, through effective engagement and transparency, will endeavour to ensure we maintain a positive working environment up to and beyond the exit date for the contract.

JBW will be well positioned to resource the caseload through the period of exit from the contract (and beyond) as the scale of the organisation will allow the flexible use of resources.

Premises

At contract commencement JBW Volume 2, Section 16, 16.1.2 does not apply. However, in the unlikely event that on the triggering of an Exit Scenario JBW is delivering services from TfL premises we will vacate upon the termination or expiry of the Contract or at such earlier date as TfL may determine

Knowledge and Information Transfer

We are very conscious that JBW will retain a high level of contract and specific case knowledge beyond the data stored within the case management solution. To mitigate the loss of any tacit knowledge we have assumed that the contract exit project will include the structured engagement with the Authority (and any income suppliers) to review areas of caseload delivery for which context or specific understanding will be required.

The JBW contract management team will generate reports that identify the areas of specific interest that will form the agenda for these handover sessions in the run up to the transition of the service. The exit project team will engage with the Authority to ensure the most appropriate resources are available for these face-to-face sessions.

JBW will provide HMCTS with a detailed list of all existing debts held on our IT System in preparation of return. The list will be comprehensive, allowing HMCTS to be clear about the content, format, age and volume of debts/data stored. The project team will work with the Authority to identify other areas where specific data extracts are required from the Edge case management solution to provide to the Authority and with the internal teams to generate this data. As part of the exit plan we will identify specific workshops with nominated Authority staff to develop the requirements for information provision. Any data provided from the Edge case management solution will be accompanied by documentation outlining the data structures, coding schemes and data relationships. Data provision will be governed by the data protection policies agreed with the Authority through the contract delivery.

As part of a number of contract migrations we have worked with a range of case management solution providers and have a good understanding of the required data mapping and quality assurance processes involved in the transfer of data from and to the Edge case management solution.

We can confirm that in the event of a contract exit JBW will allow full access to, and provide copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements. JBW will comply with the Authority's requests for information within 15 working days. No costs will be incurred without agreement with the Authority.

Maintaining Performance

The key to maintaining performance and quality through the exit of the contract is ensuring there are adequate, motivated resources available to manage the caseload. Taking a structured, project-based approach to the delivery of the contract exit will seek to ensure that the focus on the resourcing challenge is maintained through:

- Positive engagement with staff, maintaining an open, transparent communication regarding the approach to TUPE
- A management focus on performance and quality of delivery through the final months of the contract and beyond, continuing to meet and exceed the contractual commitments
- Ongoing review of resource requirements through the period of change, potentially utilising retained resources across the wider national delivery network and from the contract market as a mitigation
- Engagement with the Authority to identify areas of concern and generate agreed action plans through ongoing service delivery engagement

JBW has a proven Business Intelligence (BI) function that provides internal identification of performance trends and impacts which will be shared with the Authority through normal service delivery meetings. This BI reporting will be an important tool in identifying any potential performance issue in advance of them impacting on SLAs.

End of contract review

At the end of the contract, we will hold a review with TfL to review the exit plan activities and confirm that they have all been completed to your satisfaction and that the service has successfully transferred to any replacement supplier. We will also take this opportunity to gain feedback from TfL on what worked well during the contract and any lessons we (or the TfL) can learn for the future. Finally, we will ensure that TfL and the replacement supplier have contact details for us in the event of any concerns or initial teething problems on the new contract.

Document / Location	Content
Volume 2 > Schedule 2 > Annex K Exit Plan	[Entire doc]
Volume 1 > The Invitation to Tender doc Page 13	<p>2 BACKGROUND</p> <p>2.1 Introduction</p> <p>This section provides the Potential Supplier with background information on the Debt Management and Enforcement Services tender. The Contract will have an initial term of five (5) years with an option, at TfL’s discretion, to extend the Services for a period of up to a further five (5) years, the total Contract length being up to ten (10) years for Services supplied solely in the United Kingdom (UK). Potential Suppliers will be notified in writing, at least twelve (12) months prior to the expiry of the initial term, should this option to extend the Services for a further period of up to five (5) years be exercised. However, the Contract will include a termination clause which TfL can exercise at any point after the initial five (5) year period by giving the Service Provider six (6) months prior notice.</p>
Volume 2 > Contract for Services doc Section 12: Transfer of Employees to Service Provider Page 36	<p>12. Transfer of Employees to Service Provider</p> <p>12.1 For the purposes of this Clause 12, unless the context indicates otherwise, the following expressions shall have the following meanings:</p> <p>“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);</p> <p>“Replacement Service Provider” means any replacement supplier or provider to TfL of the Services (or any part of the Services) and any subcontractor to such replacement supplier or provider;</p> <p>“Transfer of Services” means the transfer of the provision of the Services from the Service Provider and any sub-contractor to TfL or any Replacement Service Provider or any sub-contractor for any reason;</p> <p>“Transferring Staff” means such employees of the Service Provider(s) who transfer (or claim an entitlement to transfer) to TfL or any Replacement Service Provider pursuant to TUPE;</p> <p>“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006;</p> <p>12.2 The Parties agree and acknowledge that they do not expect TUPE to apply on the Transfer of Services.</p>

Document / Location	Content
	<p>12.3 To the extent that TUPE does or is deemed to apply to any Transfer of Services, the Service Provider will indemnify and keep indemnified TfL and the Replacement Service Provider(s) (and its sub-contractors) from and against all Employment Liabilities which TfL or the Replacement Service Provider (or its sub-contractors) incur or suffer arising out of or in connection with:</p> <p>12.3.1 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;</p> <p>12.3.2 any failure by the Service Provider (or its sub-contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services;</p> <p>12.3.3 any claim brought or other action 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 subcontractors) before, on or after the Contract Commencement Date;</p> <p>12.3.4 the employment or termination of employment by the Service Provider (or its sub-contractors) of any Transferring Staff on or after the Contract Commencement Date;</p> <p>12.3.5 any actual or proposed changes by the Service Provider (or its subcontractors) to the terms and conditions of employment 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.</p> <p>12.4 Immediately upon becoming aware that TUPE may apply to any Transfer of Services, the Service Provider will provide TfL with all information which it may reasonably require to enable it or any Replacement Service Provider to comply with its information and consultation obligations under TUPE.</p> <p>12.5 Clause 41.1 shall be amended so that benefits conferred on the Replacement Service Provider or its sub-contractors under this Clause shall be enforceable by them.</p> <p>12.6 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 TfL against all Employment Liabilities which TfL incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider's Personnel or former Service Provider's Personnel.</p>

Document / Location	Content
<p>Volume 2 > Contract for Services doc</p> <p>Section 16: Access to Premises and Assets</p> <p>Page 42</p>	<p>The Service Provider shall:</p> <p>16.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as TfL may determine;</p>
<p>Volume 2 > Contract for Services doc</p> <p>Section 22: Records, Audit and Inspection</p> <p>Page 51</p>	<p>The Service Provider shall, and shall procure that its sub-contractors shall:</p> <p>22.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in section 1(1) of the Data Protection Act 1998) which shall only be retained for as long as necessary, following termination or expiry of the Contract (“Retention Period”).</p>
<p>Volume 2 > Contract for Services doc</p> <p>Section 26: Insurance</p> <p>Page 54</p>	<p>26.1.3 professional indemnity insurance in the sum of not less than £1,000,000 in the aggregate per annum for the duration of the Contract and for a minimum of six (6) years after expiry or termination of the Contract;</p>
<p>Volume 2 > Contract for Services doc</p>	<p>34.8.3 The Service Provider shall, maintain and retain the Minimum Records for a minimum of six years from the termination or expiry of the Contract with respect to all matters in respect of the performance of and compliance with clauses 34.2 to 34.5. The Service Provider shall procure that each of its direct and, where applicable subject to the provisions of clauses 34.2 to 34.4, indirect subcontractors shall, maintain and retain the Minimum Records for a minimum of six years from the termination or expiry of the Contract with respect to all matters in respect of the performance of and compliance with clauses 34.2 to 34.4. The Service Provider</p>

Document / Location	Content
<p>Section 34: Equality & Diversity</p> <p>Page 65-66</p>	<p>shall procure that each subcontract between it and its direct subcontractors and, where applicable, subject to the provisions of clauses 34.2 to 34.4 each subcontract between its direct subcontractor and any indirect subcontractor of the Service Provider shall contain rights of audit in favour of and enforceable by TfL substantially equivalent to those granted by the Service Provider pursuant to Clause 34.8.</p>
<p>Volume 2 > Contract for Services doc</p> <p>Section 37: Breach and Termination of Contract</p> <p>Pages 72-74</p>	<p>37.1 Without prejudice to TfL’s right to terminate at common law, TfL may terminate the Contract immediately upon giving notice to the Service Provider if:</p> <p>37.1.1 In addition and without prejudice to Clauses 37.1.2 to 37.1.13 (inclusive), 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 10 Business Days (or such other timeframe as specified in writing by TfL) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;</p> <p>37.1.2 there is a Material Service Level Failure;</p> <p>37.1.3 in circumstances in which a Milestone is delayed beyond the Milestone Date by more than twenty (20) Business Days or such other period agreed in writing by the parties;</p> <p>37.1.4 the Service Provider is subject to an Insolvency Event;</p> <p>37.1.5 the Service Provider commits any breach of Clause 6 (Revenue Collection and Payment) which results in TfL incurring any financial loss);</p> <p>37.1.6 there is a Change in Law which renders operation of the Services or any of the Schemes wholly or partially illegal or if the Schemes are cancelled or terminated by any authority (including but not limited to the Mayor of London);</p> <p>37.1.7 the Service Provider engages in any conduct which TfL reasonably believes may be unlawful or believes in its sole discretion is otherwise prejudicial to its name, image, business or reputation;</p> <p>37.1.8 a System Failure has occurred and has continued, or in TfL’s opinion is likely to continue, for a period of more than one month and the Service Provider has failed to implement a business continuity plan such that the standard of Services provided does not comply with the standards to which the Services were provided immediately prior to the System Failure occurring;</p>

Document / Location	Content
	<p>37.1.9 in the event that there is a change of ownership referred to in Clause 14.3 or the Service Provider is in breach of Clause 14.3;</p> <p>37.1.10 TfL is not satisfied on the issue of any conflict of interest in accordance with Clause 15;</p> <p>37.1.11 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or</p> <p>37.1.12 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or</p> <p>37.1.13 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.</p> <p>37.2 Without prejudice to any of TfL'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 7 or any other provision of this Contract, the Service Provider shall, if required to do so by TfL, 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 37.2 shall prevent TfL from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where TfL so procures any Services or any remedial action, TfL shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by TfL and attributable to TfL procuring such Services or remedial action from such alternative contractor.</p> <p>37.3 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 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 37.3 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.</p>

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	<p>37.4 Without prejudice to TfL’s right to terminate the Contract under Clause 37.1 or to terminate at common law, TfL may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 37.4 may be disapplied by notice to that effect in Schedule 1.</p> <p>37.5 Without prejudice to TfL’s right to terminate the Contract under Clauses 37.1, 37.4 or at common law, TfL may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 38.</p> <p>37.6 To the extent that TfL has a right to terminate the Contract under this Clause 37 then, as an alternative to termination, TfL 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 TfL’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.</p>
<p>Volume 2 > Contract for Services doc</p> <p>Section 38: Consequences of Termination or Expiry</p> <p>Page 74</p>	<p>38.1 Notwithstanding the provisions of Clause 32, wherever TfL 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 TfL may require for the purposes of such tender. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.</p> <p>38.2 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.</p> <p>38.3 Upon expiry or termination of the Contract (howsoever caused):</p> <p>38.3.1 No compensation of any form shall be payable to the Service Provider;</p> <p>38.3.2 unless instructed by TfL to the contrary, the Service Provider shall immediately cease all performance of the Services, return any Goods or vehicles belonging to a Customer that are in the possession of the Service Provider to the appropriate Customers and return to TfL (at its own cost) any unexecuted Warrants.</p> <p>38.3.3 the Service Provider shall, at no further cost to TfL:</p> <p>38.3.3.1 take all such steps as shall be necessary to agree with TfL a plan for the orderly handover of Services to TfL (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to TfL and to effect such handover; and</p>

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	<p>38.3.3.2 on receipt of TfL’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.</p> <p>38.4 On termination of all or any part of the Contract, TfL may enter into any agreement with any third party or parties as TfL thinks fit to provide any or all of the Services and (save where terminated under Clause 37.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by TfL in having such services carried out and all other costs and damages reasonably incurred by TfL in consequence of such termination. TfL may recover such costs from the Service Provider as a debt.</p>
<p>Volume 2 > Contract for Services doc</p> <p>Section 39: Declaration of Ineffectiveness and Public Procurement Termination Event</p> <p>Pages 75-77</p>	<p>39.1 In the event that a court makes a Declaration of Ineffectiveness, TfL shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 38 and Clauses 39.1, 39.2, 39.4 to 39.6 (inclusive) and 39.12 shall apply as from the time when the Declaration of Ineffectiveness is made.</p> <p>39.2 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 39.1 to 39.6 inclusive.</p> <p>39.3 During any court proceedings seeking a Declaration of Ineffectiveness, TfL may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 39.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from TfL, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, TfL shall reasonably determine an appropriate Cessation Plan with the object of achieving:</p> <p>39.3.1 an orderly and efficient cessation of the Services or (at TfL’s request) a transition of the Services to TfL or such other entity as TfL may specify; and</p> <p>39.3.2 minimal disruption or inconvenience to TfL or to customers of the Services or to public passenger transport services or facilities, in accordance with the provisions of Clauses 39.2 to 39.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.</p> <p>39.4 Where there is any conflict or discrepancy between the provisions of Clause 38 and Clauses 39.2 to 39.6 (inclusive) and 39.12 or the Cessation Plan, the provisions of these Clauses 39.2 to 39.6 (inclusive) and 39.12 and the Cessation Plan shall prevail.</p>

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	<p>39.5 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 TfL) in the event that a Declaration of Ineffectiveness is made.</p> <p>39.6 TfL shall pay the Services Provider's reasonable costs in assisting TfL in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or as otherwise reasonably determined by TfL. Provided that TfL 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.</p> <p>39.7 Without prejudice to TfL'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 TfL exercises its right to terminate pursuant to this Clause 39.7 (a "Public Procurement Termination Event"), TfL shall promptly notify the Service Provider and the Parties agree that:</p> <p>39.7.1 the provisions of Clause 38 and these Clauses 39.7 to 39.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and</p> <p>39.7.2 if there is any conflict or discrepancy between the provisions of Clause 38 and these Clauses 39.7 to 39.12 or the Cessation Plan, the provisions of these Clauses 39.7 to 39.12 and the Cessation Plan shall prevail.</p> <p>39.8 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 39.7 to 39.11 inclusive.</p> <p>39.9 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, TfL shall reasonably determine an appropriate Cessation Plan with the object of achieving:</p> <p>39.9.1 an orderly and efficient cessation or (at TfL's election) a transition to TfL or such other entity as TfL 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</p>

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	<p>39.9.2 minimal disruption or inconvenience to TfL or to customers of the Services or to public passenger transport services or facilities, in accordance with the provisions of these Clauses 39.7 to 39.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.</p> <p>39.10 Upon agreement, or determination by TfL, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.</p> <p>39.11 TfL shall pay the Service Provider’s reasonable costs in assisting TfL in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or as otherwise reasonably determined by TfL, provided that TfL 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.</p> <p>39.12 For the avoidance of doubt, the provisions of this Clause 39 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.</p>
<p>Volume 2 > Contract for Services doc</p> <p>Section 32: Confidentiality and Announcements</p> <p>Pages 57-58</p>	<p>32.6 The provisions of this Clause 32 will survive any termination of this Contract for a period of 6 years from termination.</p>
<p>Volume 2 > Contract for Services doc</p> <p>Section 35: Strategic Labour Needs and</p>	<p>35.16 The Service Provider shall maintain and retain records relating to the Agreed SLNT Plan and its compliance with the provisions of this Clause 35 for a minimum of seven (7) years.</p>

Document / Location	Content
Training Requirements Page 70	
Schedule 6 > Security Policy Section 13: Disposals Page 13	<p>13.2 The Service Provider shall securely dispose of and delete Data from Service Assets used for the delivery of the Services to a TfL agreed standard upon the termination or expiry of this Agreement or when such Service Assets are no longer required for the delivery of the Services, whichever is sooner, and documented accordingly.</p> <p>13.3 The Service Provider shall ensure that the disposal of any Service Asset is accurately reflected in the Information Asset Register.</p>
Schedule 7 > Information Compliance Section A1: Privacy and Data Protection	<p>A1.11 Following termination or expiry of this Contract, howsoever arising, the Service Provider:</p> <p>A1.11.1 may Process the TfL Personal Data only for so long and to the extent as is necessary to properly comply with its noncontractual obligations arising under law and will then comply with Clause A1.11.3;</p> <p>A1.11.2 where Clause A1.11.1 does not apply, may Process the TfL 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;</p>
Schedule 7 > Information Compliance Section A1: Privacy and Data Protection	<p>A1.11.3 subject to Clause A1.11.1, shall on written instructions from the TfL either securely destroy or securely and promptly return to the TfL or a recipient nominated by the TfL (in such usable format as and to the extent the TfL may reasonably require) the TfL Personal Data; or</p> <p>A.1.11.4 in the absence of instructions from the TfL after 12 months from the expiry or termination of the Contract securely destroy the TfL Personal Data.</p> <p>A1.12 TfL Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.11.</p> <p>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 TfL Personal Data.</p> <p>A1.14 The indemnity in Clause 24 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.</p>

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	A1.15 The Parties' liability in respect of any breach of Clause 30.1 and this Clause A1 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

Business Continuity Plan

PROTECTIVE MARKING: **CONFIDENTIAL**

Introduction

The Business Continuity Plan (“BCP”) is the central document in the JBW **Business Continuity Framework**. It defines overall objectives, plans and prepared measures designed to ensure that JBW's critical business functions can operate continuously during adverse events. This main document references a set of supporting documents and these together form the comprehensive plan.

Potential adverse events for which the business needs to be prepared are determined through JBW's standardised risk assessment process. The Business Continuity Plan is an integral component of JBW's overall risk management strategy.

JBW depends on IT systems to support most of its key business processes. The increasing dependency on computers and telecommunications systems for operational purposes; present in any modern organisation; poses a risk that a lengthy loss of these capabilities could seriously affect the performance and integrity of JBW. Threats such as staff absence and loss of access to JBW offices are also addressed by these plans.

Document Control

Version	Date	Author	Comments
1.0	27 June 2019	John Sweet-Escott	Created as an independent revision history. Added AWS elements.
1.1	2 December 2019	John Sweet-Escott	Removed Pulsant DC in Newcastle as this has now been closed.
1.2	10 March 2020	John Sweet-Escott	Revised in line with practical implications of Covid-19
1.3	15 April 2020	John Sweet-Escott	Enhanced with training section

Terms and Definitions

“**Business Continuity Plan (BCP)**” is a proactive plan that is targeted at keeping the business running during an event. The plan is executed by the business division and defines workarounds and manual processes that will be executed in the event of a disaster

“**Alternative Operating Site**” is an alternate operating location (office) that could be used by JBW to restore business operations in the event of a disaster at the original site that renders the original site unusable.

“**ICT**” refers to Information and Communications Technology

Objectives of the Plan

Business continuity encompasses a loosely defined set of planning, preparatory and related activities which are intended to ensure that an organisation's critical business functions will either:

- continue to operate despite serious incidents or disasters that might otherwise have interrupted them, or
- will be recovered to an operational state within a reasonably short period.

As such, business continuity includes three key elements:

1. **Resilience:** critical business functions and the supporting infrastructure are designed and engineered in such a way that they are materially unaffected by most disruptions. For example through the use of redundancy and spare capacity;
2. **Recovery:** arrangements are made to recover or restore critical and less critical business functions that fail for some reason.
3. **Contingency:** the organisation establishes a generalized capability and readiness to cope effectively with whatever major incidents and disasters occur, including those that were not, and perhaps could not have been, foreseen. Contingency preparations constitute a last-resort response if resilience and recovery arrangements should prove inadequate in practice.

Associated Documents

Several individual documents form the **Business Continuity Plan**. These are detailed below.

- Business Continuity Plan (this document) - as per the introduction: defines overall strategy and intent for the Business Continuity Framework.
- [Business Recovery Plan](#) - defines and coordinates how the business will initially respond to, and subsequently recover, from a disaster or serious adverse event (or series of events).
- [Invocation Matrix - Anticipated Scenarios](#) - Lists several adverse scenarios and details which of the response plans should be invoked in response to that particular scenario.

Detailed Response Plans

Response plans that have been prepared for specific adverse events, covering a particular adverse event (such as loss of premises). The document outlines the organisation's primary response plan and alternative operating procedures and describes any mitigations that JBW has in place.

Each **Response Plan** includes the following sections:

Section	Description
Variants	Describes the different variants of the situation (such as severity and longevity) that are anticipated and have been prepared for in this response plan
Impact	Impact assessment according to a standard scale (included) covering best case, typical scenario and worst case; with a spectrum covering the main variants of the scenario
Mitigation	A list of measures that are in place (or planned) that should mitigate or may handle the eventuality; allowing the business to continue to operate despite serious incidents or disasters that might otherwise have interrupted them
Incident Response Plan	Plans for responding to the scenario. Plan A is the primary response. Each document must also have Plan B (Alternative Response) and Plan C (Disaster Recovery Response)
Previous Invocations	A record of any previous invocations of this incident response plan, which variant occurred, the outcome and the effectiveness of the response. Any lessons learnt should be used to improve the response plan
Testing	A methodology for testing this response plan and a testing schedule to ensure disaster readiness and the continued effectiveness and suitability of this response plan

General Business Overview

Normal Hours of Operation

The normal hours of operation for the Contact Centre are 7 days a week, 8am-8pm on weekdays, shown below (excluding Public Holidays). Staff in the Call Centre work in shifts of either 8:00am-4:00pm, 10:00am-6:00pm or 12:00am-8:00pm to cover these hours of operation.

Call Centre Opening Hours

Day	Time
Monday - Friday	8:00am to 8:00pm
Saturday	9:00am to 1:00pm
Sunday	10:00am to 1:00pm

Call centre opening hours are authoritatively defined in the JBW Process Manual, here: [Call Centre Hours and Shift Patterns](#)

Sites and Operating Locations

Office Addresses

Darlington	London	Egham
JBW Group Ltd Suite 12b The Beehive Lingfield Point Darlington Co. Durham DL1 1YN	JBW Group Floor 9 Peninsular House 30-36 Monument Street London EC3R 8LJ	Collect Services 46a High Street Egham Surrey TW20 9EW

Alternative Operating Sites

Lingfield Point Industries	Home Working via VPN
Lingfield Point (Large Business Park) Darlington Co. Durham DL1 1RW	Home

Detection and Reporting

It is likely that a disaster will be detected by one or more of:

- IT automatic health monitoring system (sending SMS alerts to IT staff and managers)
- By AWS who monitor data centre level events

- By a member of staff
- By the security personnel / site attendants for Lingfield Point (Darlington), or the London office

Whoever first discovers or receives information about an emergency situation must report this eventuality to a [Director](#) or [Senior Manager](#) immediately and must not take personal risk. The emergency services should be contacted straight away, where appropriate. When news of a disaster or potential disaster is received, the Chief Executive Officer must be contacted in the first instance. In the event where the Chief Executive Officer cannot be contacted, the [Head of IT](#) must be informed of the disaster situation and any available [Directors](#). All ICT-related questions/situations must be reported to the [IT Helpdesk](#) via the normal in-house or out-of-hours contact phone numbers. A process chart detailing the disaster detection process can be found in Appendix 11.

Process:

1. The first task of the [Chief Executive Officer](#) or [Head of IT](#) is to evaluate the situation and determine if the situation can be classified as a disaster. If it is a false alarm, the requester is informed and the process is terminated. Otherwise, the "Level of Disaster" and the associated "Disaster Scenario" are determined.
2. Following this, the estimated time to recover from the disaster is estimated.
3. Next, the associated call tree is initiated based on the level of disaster. In situations where the "Level of Disaster" is either "Very High" or "High", the DMT and CMT call trees are initiated. For all other levels of disaster, only the CMT call tree is initiated.
4. Finally, the appropriate response to the disaster is initiated.

The [Chief Executive Officer](#) is the only person who has the authority to initiate responses to situations where the "Level of Disaster" is either "Very High" or "High".

In the instance where this party is not contactable, the Assistant Manager of the DMT (or next most senior Director) is authorised to initiate a response to the disaster. For all other levels of Disaster, the CMT Manager is authorised to initiate and execute the appropriate responses.

Classification of an Incident

The **Incident Classification** is defined as follows, with a level and a name:

- Level 1: **Adverse Incident** - Downtime incident with significant and/or prolonged impact on business operations
- Level 2: **Serious Incident** - Serious or escalated incident that has had a major impact on business operations or integrity
- Level 3: **Disaster** : Business severely hindered or not able to operate, very high impact level

Invocation Authority

The following roles are authorised to invoke an incident or disaster response under this framework:

- [Head of IT](#) or [Chief Operations Officer](#) can initiate an **Level 1 - Adverse Incident Response**
- [Chief Operations Officer](#) or [Chief Executive Officer](#) can initiate a **Level 2 - Serious Incident Response**
- [Chief Executive Officer](#) can initiate a **Level 3 - Disaster Response** (or in the absence of the CEO, the [Chief Operations Officer](#); in absence, any other Director)

Response Teams - Organisational Structure

In order to ensure that the business continuity processes are selected and invoked in an efficient, appropriate and effective manner, leadership teams are defined.

Disaster Management Team (DMT)

The **Disaster Management Team (DMT)** is responsible for the initiation and overall execution of the **Business Recovery Plan**.

The **DMT** is involved only in situations where the "Incident Classification Level" is **Level 3: Disaster**. **BAU teams** handle all situations where the "Incident Classification Level" is 1 or 2.

The Disaster Management Team consists of the following roles:

Title	Role
Chief Executive Officer	Initiation of BRP and DR Plans, Coordination of Business Recovery Teams, Impact Assessment, External (Client and Media) Communication.
Chief Operations Officer	Implement Business Recovery Plan (Non-IT aspects of). Liaise with BRP teams and external stakeholders. Restore operations. Organise staffing. Delegate recovery activities. Communicate with departmental managers. Update DMT members.
Chief Technical Officer	Oversee implementation of Business Recovery Plan. Assist with technical escalations and coordinate with the DMT.
Head of IT	Implement Business Recovery Plan (IT aspects of). Restore IT Systems and Alternative Operating Infrastructure. Communicate recovery times and status updates upstream, inform and support decisions

IT Incident Response and Recovery Team

The role of the **IT Incident Response Team** is to recover all the ICT elements affected in the event of an adverse event or disaster. This team responds to all classified levels of incident involving IT and infrastructure.

The **IT Incident Response Team** consists of the following members:

Title	CMT Role
Head of IT	Implement Business Recovery Plan (IT aspects of). Restore IT Systems and Alternative Operating Infrastructure. Communicate recovery times and status updates upstream, inform and support decisions. Coordinate IT response and resources
IT Support Engineer / IT Department	Support the Head of IT to restore IT systems and any alternative operating infrastructure required by the business. Support users. Obey Disaster Management Team if in effect. Return core business processes and users to full operating conditions as soon as possible, in priority order. Communicate further issues and problems upstream.

Business Recovery Teams

The BRTs will be invoked by the [Disaster Management Team](#) during a Level 3: Disaster scenario. In Level 1 and 2 Incidents, the BRTs would be invoked by [Board](#) (Directors) or by the [IT Incident Response Team](#).

The [Director](#) responsible for each department along with their departmental managers (BMs) and the normal senior management structure of the organisation will be responsible for managing the restoration of operations within individual departments, if affected, and also provide support and resources to other departments where requested and where possible, in coordination with the [Disaster Management Team](#) (if in effect) and/or the [IT Incident Response Team](#). During limited operating conditions, critical business processes should be prioritised.

The main Business Recovery Teams (and their primary responsibilities) are as follows:

Operations BRT
Call Centre (Public Phone Lines), Revenue, Case Operations and Edge, Enforcement Agents, ANPR Fleet, Postal Mail, SMS, Dialler and HR functions; Staffing management, buildings, desks and contingency
[Redacted]

Finance BRT
Emergency funding (during a disaster or serious incident), Payroll, Debtor payments, client remittance, company credit cards and supplier credit accounts (maintaining purchasing ability in liaison with IT Incident Response Team and Disaster Management Team), essential accounting
[Redacted]

Commercial BRT
Client Line, Client/other stakeholder liaison (Account Management and Client Services departments)
[Redacted]

The role of the Business Recovery Teams is to keep the business running in the event of a disaster, at a departmental level. The [Detailed Response Plans](#) include details of manual processes and workarounds that are needed to conduct business operations in the event of serious incident or disaster.

These teams will focus on the business and operational aspects of business recovery and will be supported by the [IT Disaster Recovery Team](#).

Assumptions

This plan is based on the following assumption:

- Key staff members are available to implement the plan. Contact Centre Operations are relatively robust with multiple teams performing essentially the same role. In many positions there is a good crossover in skills, knowledge and experience. However, wholesale staff absence (particularly from executive positions) would result in lengthy delays in the restoration of business services.

Provisions Protecting Critical Assets from Disaster Event

It is obvious that in order for the Business Recovery Plan to be effective, access to the following assets must be available post-disaster:

Asset	Protection Mechanism
Server Passwords and Encryption Keys	Held by IT at two locations plus an off-site backup
Company Data	IT mechanisms including off-site backups and two-site replication ensure data is not lost in the event of a localised disaster
Supplier List	Maintained by IT and contact details of main suppliers kept off site and/or on mobile phones
Business Continuity Plan	Second copy held off-site and accessible to all Disaster Management Team members independent of company IT infrastructure (Google Docs)
Contact Numbers	Mobile phones of all senior staff involved in BCP contains the numbers of all other senior staff

Recovery Time Objectives, Business Impact & Priorities

When faced with a situation where multiple applications are inoperable, restoration of services needs to be prioritised. Following is the list of applications and the associated recovery time objectives, listed in priority order:

System	Recovery Time Objective	Impact of Loss and Response Summary
Telephones	4 hours	Customers and clients are unable to contact the office via normal channels but can still contact their Enforcement Agent and be given mobile phone numbers
Email /Internet	4 hours	Difficulty accessing Edge from affected office. Transfer of business functions to alternative office
Edge	8 hours	No records of customer account status, current balance and history are available. Use of Alternative Operating Procedures until system restored
Enforcement Agent PDAs	8 hours	EAs must use alternative procedures to obtain current case balance and provide visit updates
Customer Portal	24 hours	Customers unable to pay online, must contact their EA to pay or phone the office. Inconvenient. Client contractual service failure points accrued while down
IVR	24 hours	Customers unable to pay 24/7 by telephone when the contact centre is closed. Can be mitigated by call centre staff manning the phones for longer hours to take payments, or customers contacting their EA by mobile phone to pay
Client Portal	2 days	Client unable to update cases electronically. Can do so by telephone, email or Egress secure email
HR/Payroll	4 working days	Critical: with bad timing we may be unable to pay EAs or staff on time. Alternative operating procedures required for dealing with HR matters - lower impact
Accounts	8 working days	Alternative operating procedures temporarily required in Finance department for raising of purchase orders and business management accounting
Letter Print and Post	5 working days	Unable to send NOEs within required timeframe and other letters. An alternative operating procedure is available (independent of our supplier's own BCDR plans) that involves using our Egham office in-house printing facilities to send out NOEs. Reduced letter volume could have a revenue impact.
SMS Text	10 working days	Reduced SMS volume is tolerable but could have a revenue impact. Can be mitigated by using alternative communication methods (e.g. outbound calls, additional letters)

The Recovery Time Objective indicates the maximum time that the business area can survive without access to the corresponding application before the impact starts to escalate. It provides the criteria that will be used for triggering a response to the disaster situation. The Chief Executive Officer has the authority to change application restoration priorities and Recovery Time Objectives based on the current situation and business needs. Any applications used within JBW that are not critical, but may be important for supporting non-key business processes, will be scheduled for restoration according to prioritisation by the Disaster Management Group.

Critical Suppliers

Suppliers most critical to normal operations are listed in this section. See the below RTO and Business Impact table for impact of loss.

Function	Primary Supplier
Print and Post	Adare SEC
Amazon AWS	IT Systems Location (Cloud)
SMS Text	Esendex
Credit Reference & Trace	Call Credit, GB Group, Equifax
Telephony	Voiceflex, Daviker, Ring Central (and Nice supplier of the inContact dialler to Ring Central)
Office Payments	Cardstream & Worldpay
Field Payments	Verifone & Worldpay
HMCTS Call Centre	Advantis

IT Business Continuity and Disaster Recovery Provisions

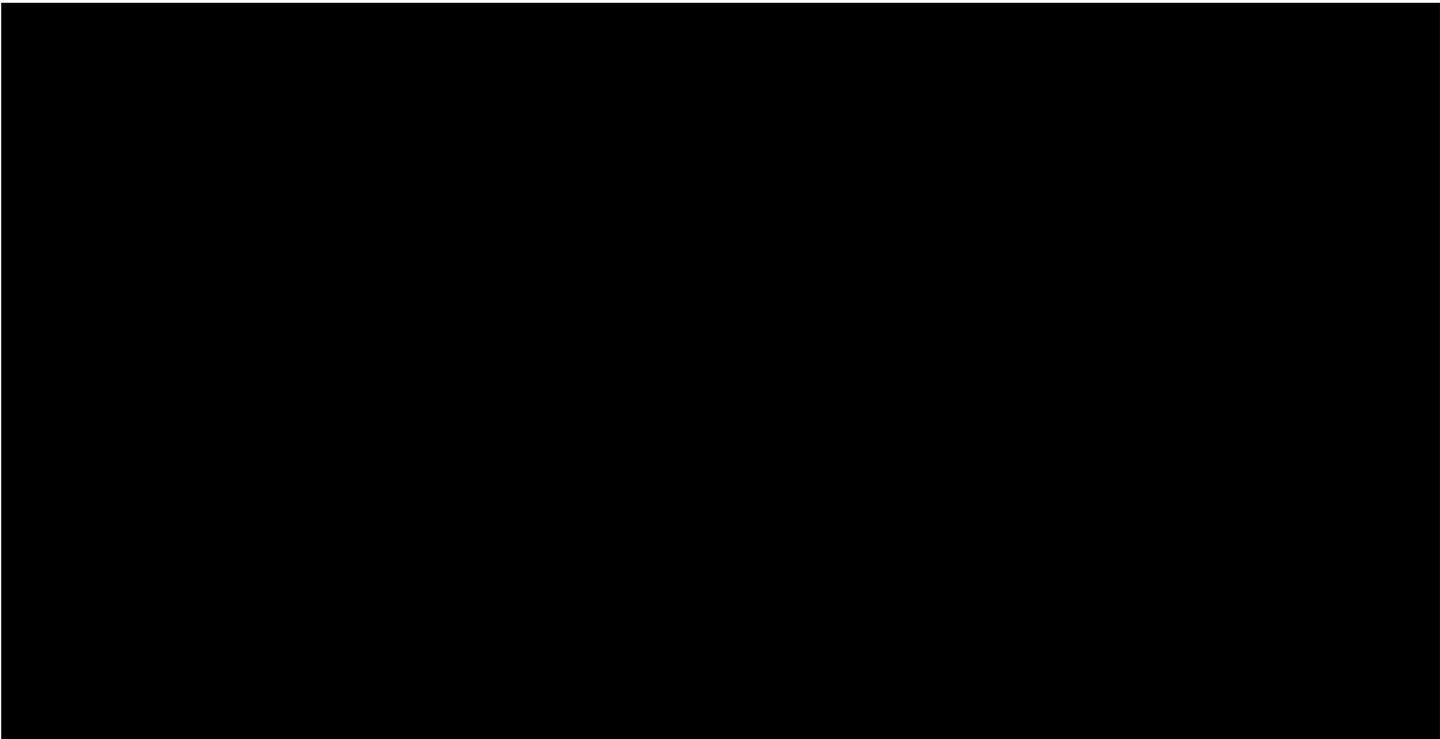
Summary

JBW Group current provisions for BC and DR are:

- Multiple site operation (multi-site network topology and alternative operating sites)
- Resilient core IT infrastructure design
- Data centre siting of business-critical IT resources
- 100% backup coverage
- Off-site database replication, standby or HA configurations for business-critical IT systems
- Risk assessments
- Alternative DR office space at the Lingfield Point business park in Darlington
- Alternative operating plan, response plan and business continuity measures put in place for all likely scenarios
- Comprehensive monitoring and alerting system

Multi-Site Network Topology

JBW first leverage our multi-site network for both business continuity and disaster recovery provisions. We operate from three offices and seven data centres (each AWS region contains three distinct data centres or availability zones) with our key IT systems are live-replicated or backed up between primary (AWS London) and secondary locations (both within AWS London and AWS Ireland).



JBW locate their business-critical Core IT Systems (primary) in our AWS London data centre. The AWS data centres provides the following compliance levels for security and resilience:

- Aligned with Uptime Institute Tier III+
- ISO9001, ISO27001, ISO27017
- PCI DSS Level 1

- SOC1, SOC2 and SOC3

Resilient Core IT Infrastructure Design

AWS

JBW have also designed the infrastructure in AWS to be **fault tolerant**:

- Application servers run active/active over three data centres in London
- Application servers run in AWS auto scaling groups, which means that they will be automatically restarted if they fail
- Data is streamed to a replica
- S3 is used for unstructured data and backups which is replicated over all three data centres within London

Alternative Operating Sites

For Disaster Recovery purposes:

- JBW operate from three (geographically distant) offices, in which we have resident staff (London, Darlington and Egham) who are capable of operating the business
- The business would be able to operate fully from only the Darlington (operations) office
- JBW are insured for disaster scenarios
- JBW have an agreement with Lingfield Point in Darlington (a large business park), who have spare office capacity available (in numerous buildings across a large site), for an alternative office (and, failing that, a large meeting room), in a different building if necessary, that JBW can use for our staff in the event of a disaster
- JBW use SIP trunks for telephony, which can be quickly and permanently diverted to other locations. Calls can for example, be routed completely to the other office

The following table shows which core business functions and departments generally operate from which primary site and what the alternatives are. (The table excludes business functions that are not critical to service delivery and can be simply halted in a disaster scenario.)

Site	Core Business Function		Department										
	Edge	Office IT Systems	IT Support	Process Management	Call Centre	Customer Care & Legal	Enforcement (London)	Enforcement (Darlington)	Client Support	Client Account Managers	Board	Accounts	Audit
Primary:	AWS London	Local Office	Darlington	Darlington	Darlington	London	London	Darlington	London	Local Office (Primarily London)	London	London	London
Alternative 1:	AWS Ireland	Other Office	Home	Home	London	Darlington	Darlington	London	Darlington	On the Road and Home	Darlington	Home	Darlington
Alternative 2:	AWS Paris	AWS London	DR Office	DR Office	DR Office	DR Office	Home	Home	Darlington	-	Home	Darlington	DR Office

Design Principals

The IT infrastructure has been designed in line with the following principals:

- All core IT systems [that are critical for contracted service provision] shall have their primary operation located in our primary data centre (i.e. Edge)
- Significant core IT system databases and file stores shall be replicated and/or backed up off-site to protect data
- All production IT systems shall have nightly on-site backups
- Core data centre infrastructure shall be protected from single points of failure in the network (i.e. firewalls, switches and peer uplinks)
- Provisions shall be put in place in order to meet the level of preparedness that is required to exceed the Recovery Time objectives defined in the BCP (e.g. standby copies of key servers strategically deployed and other measures)
- Main public phone lines can be diverted to alternative offices or to the data centre at short notice
- BCP and related provisions and risk mitigations shall be developed and receive continuous improvement
- As well as Business Continuity 'Plan A', there should be also be a 'Plan B' (and if possible, a 'Plan C').
- Overall objective: Ensure data **Confidentiality, Integrity and Availability**

IT System Criticality Group Definitions

Criticality	Group	AWS	AOP	Definition	Member IT Systems
1	Core Production Systems	Yes	Yes	Those production IT systems that are absolutely critical for the delivery of contracted services and to which there is no feasible alternative	Edge
2	Production Systems	No	Yes	All other production IT systems that are used by business functions other than IT. Loss of these systems would cause impact but would not necessarily prevent service delivery	Email, RT, Jira, Confluence, Wiki
3	IT Systems	No	No	All production IT systems that are used only by the IT department. Though these are in daily use, the business is able to operate without them for an extended period.	Backup Servers, Systems Monitoring Servers, Log Servers
n/a	Non-Production Systems	Yes	No	Testing and UAT environments, new system incubation servers and IT development systems	

Explanation of abbreviations: **AWS** = Primary **must** be located at the AWS data centre **AOP**: Must have an alternative-operating provision in place for loss of the primary node, such as off-site replication, clustering or standby servers.

IT System Business Continuity Provisions

JBW have off-site database replication, standby or HA configurations for business-critical IT systems.

Main production IT systems and their BC/DR Provisions:

IT System									
Provision	Edge	Edge Filestorage	RT	Email	Wiki	J: Files	Reports	IT Health Monitoring	
On-site backups	Every 10m (max) WAL archiving, nightly hot backup, weekly logical backup	Yes replicated to 3x AWS AZ to provide high levels of durability	Daily	Daily	Daily	Daily	Daily	Daily	
Off-site backups	Yes. All backups and WALs replicated to AWS Ireland	Yes replicated to 3x AWS AZ in Ireland	Daily	Daily	Daily	Daily	Daily	Cluster	
On-site DB Replication	Yes (in different AZ)	n/a	NDR	n/a	n/a	n/a	n/a	n/a	
Off-site DB Replication	Yes (WAL sent to AWS Ireland)	n/a	NDR	n/a	n/a	n/a	n/a	n/a	
Standby servers	Yes (App servers in each AWS London Data Centre & replica Db server in different AZ)	n/a	RFB	RFB	RFB	RFB	RFB	RFB	

Explanation of abbreviations: **NDR** = Not deemed required (doesn't mitigate risk) **RFB** = Restore from backup - It is not deemed necessary to use resources to run a standby server in this case and restoring from the latest backup to a new server is deemed sufficient.

Monitoring and alerting

In order to promptly detect faults or adverse scenarios, JBW operate a comprehensive monitoring and alerting system, with independent monitoring nodes located in AWS and in Newcastle DC. Pagerduty is used to provide escalations to IT staff, with a resource always on call and a defined escalation path in the event of non response.

Testing

Testing of the BCP is an essential element of preparedness. A Business Continuity test from the IT [Business Recovery Plan](#) and the various [Business Continuity Plans](#) must be selected and conducted annually to demonstrate accuracy of the business continuity process and the readiness of staff. The [Chief Technology Officer](#) is responsible for ensuring that the BCP is tested every year and a report detailing the effectiveness of the test together with recommendations for improvement will be submitted to the ISMS Forum for discussion in the [ISMS Management Review](#).

Testing (from BRP)

Testing of the Business Recovery Plan is an essential element of preparedness. The BRP must be tested (desktop walk through) every 12-24 months and after a new major version of the Plan has been developed, such as after any major change to infrastructure that would materially affect the BCDR strategy.

Disaster Recovery testing of **Edge** (our primary business system) from a database backup to a working Edge instance running in a major cloud platform, shall be conducted at least annually. Records of this test shall be kept and a report of any issues encountered compiled, communicated to the [Chief Technology Officer](#), and ticketed to be addressed with an appropriate level of priority.

Verify information security continuity

During testing, verify the established and implemented information security controls in order to ensure that they are valid and effective during adverse situations.

Staff Training

Our BCP training programme ensures that processes are in place to regularly promote business continuity awareness in general, as well as assess and enhance competency of all relevant personnel key to the successful implementation of BC activities. New employees are briefed on continuity arrangements during induction courses, including where to find resources, plans, contact lists etc on the JBW Intranet. Scheduled BCP Awareness sessions targeted to each employee's role include:

- How to access the VPN or relevant cloud services to work remotely until the emergency situation has subsided
- How to contact managers and other employees
- How to access other means of communications, such as situation updates for employees

IT BCP team:

- Technical recovery activities, evaluated through desk exercise and/or DR dry run
- Return-to-normal activities
- Restoration of business systems and processes

Annual review of the BCP awareness programme includes the following activities:

- Assessing staff competencies regarding roles in BC plans
- Reviewing awareness and training programme ensuring they relate to current systems, procedures and suppliers

Maintenance of the Plan

It is essential that the BCP reflect ongoing changes to business processes and resource requirements. The [Head of IT](#) is responsible for ensuring the appropriateness of the BCP and alignment of the BCP with JBW's current business processes and needs. The [Board](#) are responsible for ensuring that sufficient resource and priority is available to maintain the plan. The [Chief Technology Officer](#) and [Chief Operations Officer](#) are responsible for ensuring that the JBW maintains a high level of preparedness to respond to a disaster.

The [Chief Technology Officer](#) must ensure that the BCP undergoes a formal annual review to ensure that the BCP is aligned with JBW's current business processes and requirements. Also, the BCP may need to be reviewed when major changes are made to JBW's organisational or technical infrastructure. Whenever changes are made to the BCP, the following steps must be executed:

1. Changes must be approved by the [Chief Technology Officer](#) and [Head of IT](#)
2. The revised BCP must be tested
3. The staff doing the BCP test must produce provide an executive summary of the test results and communicate it to the [ISMS Forum](#) and [Chief Technology Officer](#)
4. Changes must be signed off by the Chief Executive Officer
5. The [Chief Technology Officer](#) must distribute copies of the BCP to all recipients included in the distribution list
6. The [Chief Technology Officer](#) must ensure that 2 copies of the BCP are available in the Lock Box at the Disaster recovery site or nominated cloud storage location.

Response plans for different scenarios were developed based on trade-offs between business requirements, risk, total cost and other constraints. As the business evolves over time these responses may need to be re-aligned with changing risk and cost profiles.

Following the execution of the BCP (for disaster levels "Very High" and "High"), a review of the effectiveness of the BCP must be undertaken by the [CMT Manager](#) or a member of the [ISMS Forum](#) and a report including lessons learnt and recommendations be submitted to the [Chief Technology Officer](#).

Amendment (from BRP)

It is essential that the BRP reflect ongoing changes to business processes and resources. Therefore, resources have to be allocated to ensure currency of the BRP. The [Chief Operations Officer](#) is responsible for ensuring the appropriateness and alignment of the BRP with the Division's current business processes and needs, and for ensuring that the Division maintains a high level of preparedness for any disaster.

The [Chief Operations Officer](#) must ensure that the BRP undergoes a formal annual review to ensure that the BRP is in alignment with the current business processes. Additionally, reviews are necessary when key changes are made to business processes. Whenever changes are made to the BRP, the following steps should be executed:

1. Changes should be approved by the [Chief Operations Officer](#) and [Chief Executive](#)
2. The new BRP should be tested by the BRP Testing Team
3. The [Chief Operations Officer](#) should provide an executive summary of the test results to the [Chief Executive](#)
4. The new version of BRP should be approved by the [Chief Executive](#)
5. The [Chief Operations Officer](#) should ensure that old copies of the BRP are archived appropriately
6. The [Chief Operations Officer](#) should distribute the latest copies of the BRP.

Appendix 1 – Contact List

Due to issues related to privacy, only the following members will hold copies of the Contact List of all employees working for JBW.

Title	Location where details are held
Chief Executive Officer	Home
Chief Operations Officer	Home
HR Manager	Home

Appendix 2 – Roadmap of the Disaster Recovery Site

SCHEDULE 3

Milestones and Deliverables

1. Scope

- 1.1 The Milestone Achievement Criteria which the Service Provider is required to satisfy relating to the implementation and delivery of the Services are set out in this schedule. Achievement of the Milestone Achievement Criteria shall be required in order to demonstrate achievement by the Service Provider of the Milestones.
- 1.2 A Milestone shall be successfully achieved when TfL issues a Notice of Authority to Proceed to the Service Provider in respect of all relevant Milestone Achievement Criteria.
- 1.3 This schedule also sets out the procedures to be applied when Milestone Achievement Criteria are not met by the relevant Milestone Date.

PART A: MILESTONES

2. Milestones

2.1 General Provisions

- 2.1.1 The Service Provider shall achieve each Milestone by the relevant Milestone Date as specified in Table 1.
- 2.1.2 Subject to paragraph 10 of Part B of this Schedule, upon achievement of a Milestone by the Service Provider, TfL shall issue the Notice of Authority to Proceed.

Table 1: Milestones

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
(1) Planning Complete	The Service Provider to have received Notice of Approval from TfL in relation to the Implementation Plan, which shall comply with paragraph 3 of this Schedule.	██████████ ██████████	██████████
(2) Ready for Testing with the Core Service Provider	<p>The Service Provider to have received Notice of Approval from TfL in relation to the following:</p> <p>A. the Test Strategy, which shall comply with paragraph 3 of Schedule 4 (Testing Regime);</p> <p>B. Test Plans and Test Specifications in respect of CSP Testing;</p> <p>C. updated Implementation Plan including without limitation internal and external dependencies and all assumptions made in developing the Implementation Plan, which shall comply with paragraph 3 of this Schedule;</p> <p>D. the Service Provider's Technical Solution, which shall comply with paragraph 4 of this</p>	██████████ ██████████	██████████

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>Schedule;</p> <p>E. the Documentation List, which shall comply with paragraph 6 of this Schedule;</p> <p>F. documentation evidencing that the infrastructure for CSP Testing is correctly configured and the Enforcement Systems and the CSP Interface is sufficiently integrated into that infrastructure to commence CSP Testing;</p> <p>G. documentation evidencing that the provision of environments for CSP Testing in accordance with the Test Strategy; and</p> <p>H. documentation evidencing that the data required for CSP Testing is defined, created and available.</p>		
<p>(3) Testing with the Core Service Provider Complete / Ready for Operational Commencement Date</p>	<p>The Service Provider to have received Notice of Approval from TfL in relation to the following:</p> <p>A. the Operational Processes and Procedures, which shall comply with paragraph 5 of this Schedule;</p> <p>B. all Report Specifications;</p>	<p>██████████ ██████████</p>	<p>██████████</p>

Milestone	Milestone Achievement Criteria	Milestone Outcome	Milestone Date
	<p>C. the Security Management Plan, which shall comply with Schedule 6 (Security Policy);</p> <p>D. documentation evidencing the successful completion of all CSP Testing;</p> <p>E. documentation evidencing that all of the Service Provider's Personnel are trained in accordance with clause 11 and Schedule 2 (Statement of Requirements); and</p> <p>F. documentation evidencing that all premises or locations, facilities and equipment required for the performance of the Services are available and ready as required for the performance of the Services.</p>		
<p>Exit Plan/Disaster Recovery Plan</p>	<p>The Service Provider to have received Notice of Approval from TfL in relation to the following:</p> <p>A. the Exit Plan, which shall comply with Annex K (Statement of Requirements);</p> <p>B. the Disaster Recovery Plan, which shall comply with Annex L (Statement of Requirements);</p>	<p>██████████ ██████████</p>	<p>██ ██ ██</p>

3. Implementation Plan

3.1 The Service Provider shall develop and provide to TfL for review an implementation plan for the successful delivery of the Services (the “**Implementation Plan**”), which shall include, without limitation:

3.1.1 planning details; and

3.1.2 a Gantt chart covering the key activities required to achieve the Milestones in Table 1 above and including without limitation all dependencies on TfL and the Service Provider and any third party.

3.2 Once approved by TfL in accordance with Part C of this Schedule, TfL shall issue a Notice of Approval in respect of the Implementation Plan.

3.3 Thereafter, the Service Provider shall keep the Implementation Plan updated on an ongoing basis during the Term.

4. Exit Plan

4.1 The Service Provider shall prepare an Exit Plan during the Implementation Phase and submit to TfL for Approval in accordance with Annex K (Statement of Requirements).

5. Disaster Recovery Plan

5.1 The Service Provider shall prepare a Disaster Recovery Plan during the Implementation Phase and submit to TfL for Approval in accordance with Annex K (Statement of Requirements).

6. Service Provider’s Technical Solution

6.1 The Service Provider shall develop and keep updated on an ongoing basis as necessary during the Term a document which expands on the Interfaces to be developed by the Service Provider and demonstrates how the Service Provider’s Interfaces will meet TfL’s requirements. It shall include, but not be limited to, details of the following:

6.1.1 a description of all external and internal Interfaces, including any technical specifications;

6.1.2 the technical implementation of all external and internal Interfaces; and

6.1.3 a description of the functionality provided by the Service Provider’s Enforcement Systems,

(the “**Service Provider’s Technical Solution**”).

6.2 The Service Provider shall submit the Service Provider’s Technical Solution and any updates as necessary (including, without limitation, as

required in accordance with any changes made to other documentation in accordance with the Contract and/or any Changes) from time to time for approval in accordance with Part C of this Schedule.

7. Operational Processes and Procedures

- 7.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term detailed operational processes and procedures documents which set out the working methods which shall be utilised by all of the Service Provider's Personnel providing the Services, including but not limited to the operational processes and procedures described in the Statement of Requirements (the "**Operational Processes and Procedures**").
- 7.2 The Service Provider shall submit the Operational Processes and Procedures for approval in accordance with Part C of this Schedule.

8. Documentation List

- 8.1 The Service Provider shall develop and keep updated on an ongoing basis during the Term a document setting out what documentation it intends to deliver during the Implementation Phase along with a timetable for delivery and review (the "**Documentation List**").
- 8.2 The Service Provider shall submit the Documentation List and any updates from time to time for approval in accordance with Part C of this Schedule.

9. Provisions of General Application to Deliverables

- 9.1 Without prejudice to TfL's other rights and remedies under this Contract, common law, statute or in equity, and without limitation to the Service Provider's other obligations under this Contract, the Service Provider shall ensure that:
- 9.1.1 the Service Provider employs a recognised development methodology in accordance with Good Industry Practice as determined by TfL in its absolute discretion from time to time;
 - 9.1.2 all Deliverables shall be produced in accordance with Good Industry Practice and shall be Fit for Purpose;
 - 9.1.3 the Service Provider produces documentation in respect of the design of the CSP Interface, and maintains that documentation in accordance with changes to the CSP Interface, throughout the Term; and
 - 9.1.4 any changes proposed by the Service Provider from time to time to the Deliverables described in this schedule as necessary to update such Deliverables shall only be made pursuant to the Change Control Request Procedure.

- 9.2 The structure and outline content of all Deliverables shall be determined by TfL in its absolute discretion.
- 9.3 The Service Provider shall provide all Deliverables to TfL a reasonable period before each Milestone Date, having regard, without limitation, to the following:
- 9.3.1 the number of Deliverables in respect of which TfL is conducting a review at any time; and
 - 9.3.2 the volume and complexity of each of the Deliverables referred to in paragraph 9.3.1,
- and, without limiting the foregoing, in any event not less than ten (10) Business Days before the relevant Milestone Date.
- 9.4 Unless expressly provided to the contrary elsewhere in this Contract, and subject to the Milestone Dates, TfL shall use reasonable endeavours to complete a review of each Deliverable within ten (10) Business Days from its delivery to TfL or within such other period as TfL may agree. Where re-work is required following review, the Service Provider shall complete such re-work and re-issue the Deliverable within five (5) Business Days of receipt of TfL's review comments on the basis of which the re-work is required, or within such other period as TfL may agree.

PART B: MILESTONE ACHIEVEMENT

10. Milestone Achievements General Provisions

- 10.1 Without prejudice to TfL's rights under paragraph 12.1 of this Schedule, TfL shall, as soon as commercially practicable after:
- 10.1.1 completion of Testing, Test Witnessing and receipt by TfL of the relevant Test Report and the relevant information from the Incident Log (if relevant);
 - 10.1.2 delivery by the Service Provider of all Deliverables to be delivered as part of the Milestone Achievement Criteria for the relevant Milestone (if relevant); and
 - 10.1.3 successful completion of all other tasks and activities ("**Milestone Tasks**") to be undertaken as part of the Detailed Milestone Achievement Criteria for the relevant Milestone (if relevant),
- comply with the provisions of paragraph 10.2 of this Schedule.
- 10.2 TfL shall, at TfL's absolute discretion and without prejudice to any of TfL's other rights and remedies under this Contract or otherwise:

- 10.2.1 issue to the Service Provider a Notice of Authority to Proceed in respect of the associated Milestone to be achieved during the Implementation Phase to which the relevant Testing, approval of Deliverables and/or Milestone Tasks relate; or
- 10.2.2 issue to the Service Provider notice of rejection of any or all parts of the Services if either:
 - 10.2.2.1 any Milestone to be achieved to which those Tests relate is not achieved due to:
 - 10.2.2.1.1 one (1) or more Severity 1 Service Issues or Errors;
 - 10.2.2.1.2 one (1) or more Severity 2 Service Issues or Errors;
 - 10.2.2.1.3 four (4) or more Severity 3 Service Issues or Errors;
 - 10.2.2.1.4 one (1) or more Security Incidents which have not been resolved to TfL's satisfaction; or
 - 10.2.2.1.5 where the cumulative effect of all Service Issues, Errors and/or Security Incidents identified (regardless of their respective Severity Levels) adversely affects the operation of the Services or any part of them;
 - 10.2.2.2 any Deliverables to be provided in accordance with the Detailed Milestone Achievement Criteria for the relevant Milestone are missing, incomplete, inaccurate, deficient or not Fit for Purpose; or
 - 10.2.2.3 any Milestone Task required to satisfy the Detailed Milestone Achievement Criteria has not been successfully undertaken and completed.
- 10.3 If TfL rejects any or all parts of the Services under paragraph 10.2.2 of this Schedule:
 - 10.3.1 the Service Provider shall immediately and at the Service Provider's cost and expense commence to make and promptly complete all corrections of all Service Issues and/or Errors contributing to failure to achieve the Milestone, provide, complete, rectify or amend (as appropriate) any Deliverables, complete all relevant Milestone Tasks and/or perform or re-perform Tests or alternative tests, within reasonable timeframes specified by TfL from time to time (at TfL's absolute discretion), to demonstrate to TfL's satisfaction that the

relevant parts of the Services provide the features, functions, and facilities and meet the performance criteria specified in the Statement of Requirements and this Contract;

- 10.3.2 the parties shall repeat the procedure set out in paragraphs 10.1, 10.2 and this paragraph 10.3 of this Schedule until approval of the relevant parts of the Services pursuant to paragraph 10.2 of this schedule or termination of this Contract pursuant to paragraph 10.3.3 of this Schedule; and
 - 10.3.3 in the event that the relevant Milestone is not achieved within twenty (20) Business Days or such other period agreed in writing between TfL and the Service Provider, TfL may terminate this Contract pursuant to Clause 37 (Breach and Termination of Contract).
- 10.4 Without limiting paragraphs 11 and 122 or this paragraph 10 of this Schedule, the Service Provider shall at all times comply with its other obligations set out in Part A of this Schedule and in Schedule 4 (Testing Regime).
- 10.5 The Service Provider or TfL may request changes to any documentation or Testing envisaged under Part C of this Schedule, paragraph 2 of Schedule 4 (Testing Regime) and/or this paragraph 10 from time to time in accordance with the Change Control Request Procedure.
- 10.6 Notwithstanding the foregoing, all Errors and Service Issues outstanding at the date of achievement of a Milestone shall be corrected at the Service Provider's earliest opportunity at no cost or expense to TfL.

11. Development of Detailed Milestone Achievement Criteria

- 11.1 The Service Provider acknowledges and agrees that all Milestones are high level and TfL may, on a case-by-case basis, determine supplemental additional, low-level criteria detailing elements of the relevant Milestone Achievement Criteria ("**Detailed Milestone Achievement Criteria**"), provided that:
- 11.1.1 each party shall promptly negotiate in good faith to agree in writing the Detailed Milestone Achievement Criteria for each Milestone within ten (10) Business Days of TfL having issued a Notice of Authority to Proceed in respect of the preceding Milestone;
 - 11.1.2 subject to the provisions of paragraph 11.2 of this Schedule, if no such agreement on the Detailed Milestone Achievement Criteria is reached within ten (10) Business Days of the date of the Notice of Authority to Proceed in respect of the preceding Milestone then TfL shall be entitled to determine what Detailed Milestone Achievement Criteria (if any) are required for the next Milestone.

- 11.2 TfL may only determine Detailed Milestone Achievement Criteria which:
- 11.2.1 are objectively measurable;
 - 11.2.2 do not fundamentally alter the Milestone Achievement Criteria (subject to ensuring consistency with the requirements of the Statement of Requirements and this Contract); and
 - 11.2.3 consist of supplemental additional, low-level criteria which detail elements of the relevant Milestone Achievement Criteria.

PART C : DOCUMENTATION

12. Approval of documents

- 12.1 Within such period as is specified in this Contract or the Implementation Plan and in any event by any applicable Milestone Dates (or as the parties otherwise agree in writing) following TfL's receipt of any documentation, TfL shall:
- 12.1.1 review the documentation; and
 - 12.1.2 notify the Service Provider that TfL:
 - 12.1.2.1 accepts the documentation (in which case it shall issue notice of such acceptance to the Service Provider, a **"Notice of Approval"**); or
 - 12.1.2.2 rejects the documentation, if the documentation:
 - 12.1.2.2.1 fails to provide for the functions and the performance criteria specified in the Statement of Requirements; or
 - 12.1.2.2.2 is not Fit for Purpose.
- 12.2 If TfL rejects any documentation under paragraph 12.1.2.2 of this Schedule:
- 12.2.1 the Service Provider shall, at no cost to TfL, promptly undertake a revision or amendment of the relevant documentation at no cost or expense to TfL and re-submit it to TfL for review;
 - 12.2.2 the parties shall repeat the procedure set out in paragraph 12.1 of this Schedule until acceptance of the documentation or the expiry or termination of this Contract.

SCHEDULE 4

Testing Regime

1. Introduction

1.1 This Schedule describes the procedures to be followed by the Service Provider in Testing.

2. Testing Regime General Provisions

2.1 The Service Provider shall, in accordance with:

- 2.1.1 the applicable Milestone Dates;
- 2.1.2 the relevant Testing Documents;
- 2.1.3 the Change Control Request Procedure; and
- 2.1.4 this Schedule,

and so as to achieve all relevant Milestones, perform the Testing so as to ensure that the relevant parts of the Services perform and provide the features, functions and facilities and meet the performance criteria set out in the Statement of Requirements and the other terms and conditions of this Contract.

2.2 The Service Provider shall:

- 2.2.1 give TfL at least ten (10) Business Days' written notice prior to each Test;
- 2.2.2 at all times provide such access, facilities, information, data, explanation, documentation and assistance to TfL and any third party nominated by TfL in order for TfL (and/or that third party) to participate in such Test Witnessing as TfL may require;
- 2.2.3 prepare a detailed Test Report in respect of each Test immediately following the conducting of that Test;
- 2.2.4 immediately provide to TfL a copy of each Test Report and the Service Provider agrees that TfL may, notwithstanding anything to the contrary in this Contract, share the Test Report in form or substance with any third party for any purpose in respect of this Contract, the Services, Additional Services and/or the Schemes;
- 2.2.5 if any Incident arises or becomes apparent during Testing, as soon as possible update the Incident Log in respect of each Test following the conducting of that Testing in accordance with paragraph 7 of Schedule 9 (Contract Management and Reporting Procedure) and ensure that the Incident Log is made available to TfL promptly following each Test with accurate, up to date and complete information and Test Data (including without limitation, a Severity Level agreed by TfL for each Error or Service Issue); and

- 2.2.6 subject to any contrary written instructions from TfL from time to time, ensure that all Test Data containing Personal Data is securely and promptly destroyed once it is no longer needed for Testing purposes and shall confirm to TfL once such destruction has been completed.
- 2.3 For the avoidance of doubt, those of the Service Provider's obligations under this Schedule which are expressed as "including without limitation" or "including but not limited to" are not intended by the parties to oblige the Service Provider to conduct any Testing not envisaged under the Test Strategy, the Test Plans or the Test Specifications.
3. **Test Strategy**
- 3.1 The Service Provider shall produce a test strategy (hereafter the "**Test Strategy**") which shall include at least the following:
- 3.1.1 an overall plan for the Testing of the Enforcement Systems, including that it is correctly integrated with the CSP Interface, and the Services which shall comply with paragraph 5 of this Schedule;
 - 3.1.2 a brief description of the approach to Testing during the Implementation Phase and after the Operational Commencement Date, including the rationale for such approach;
 - 3.1.3 the names and contact details of the Service Provider's representatives for the purposes of the Testing;
 - 3.1.4 the requirements and objectives of the Testing;
 - 3.1.5 any dependencies affecting the Testing, including reliance on third parties;
 - 3.1.6 the scope of the Testing;
 - 3.1.7 any assumptions made that may impact upon Testing;
 - 3.1.8 the perceived risks to Testing or risks, Service Issues or other issues as a result of Testing together with their impact and methods of mitigation;
 - 3.1.9 descriptions of the stages of Testing including without limitation the processes for establishing and implementing the relevant Test Specification against which the Testing will be conducted and assessed;
 - 3.1.10 descriptions of the anticipated processes relating to Testing for achieving a Notice of Authority to Proceed in respect of each relevant Milestone including the performance of the Service Provider's obligations in respect of Test Witnessing, Test Reports, Incident management and the business process scenarios to be used in determining whether the Test Criteria have been met;
 - 3.1.11 the entry and exit criteria applicable to the Testing;

- 3.1.12 the roles and responsibilities of all those involved with the Testing programme, including the Service Provider's Personnel or personnel of TfL and/or third parties where applicable;
- 3.1.13 an outline of the resource requirements, including Service Provider's Personnel, the Service Provider's Personnel training, Testing environments, and Testing tools; and how they will be used during Testing;
- 3.1.14 the location of the Testing;
- 3.1.15 the sources and mechanisms for creation of Test Data for use during Testing;
- 3.1.16 a description of the steps that will be taken to secure the Test Data, to process it in compliance with data protection laws, and to delete it securely;
- 3.1.17 the quality management tools and processes to be used in Testing including:
 - 3.1.17.1 any standards to be applied to Testing;
 - 3.1.17.2 Incident and problem management processes;
 - 3.1.17.3 Test results capture, logging, and tracking; and
 - 3.1.17.4 Test progress and completion reporting.

4. **Implementation Phase Testing Documents**

- 4.1 The Service Provider shall, in accordance with Schedule 3 (Milestones and Deliverables):
 - 4.1.1 work with the CSP to prepare and submit to TfL a Test Plan and Test Specifications in respect of the CSP Testing which is to be performed during the Implementation Phase; and
 - 4.1.2 prepare and, if expressly requested by TfL, submit to TfL a Test Plan and Test Specifications in respect of all other Testing.

5. **Test Plans**

- 5.1 Each Test Plan shall include to an appropriate level of detail:
 - 5.1.1 the identification and details of the environment(s) to be used in carrying out the relevant Testing;
 - 5.1.2 the scope of the Testing, including without limitation a description of the constituent parts or functional areas of the Enforcement Systems or Interface being Tested;
 - 5.1.3 any specific Testing requirements or objectives where this differs from the Test Strategy, together with the reasons and rationale for the differences;

- 5.1.4 an overview of the specific Testing approach;
- 5.1.5 any specific dependencies, pre-requisites, assumptions and risks related to Testing;
- 5.1.6 identification of the Test scripts to be executed;
- 5.1.7 a detailed schedule for the Testing;
- 5.1.8 named roles and responsibilities for all those involved with Testing; and
- 5.1.9 a description of the Test Data to be used for Testing.

6. **Test Specifications**

6.1 The Service Provider shall:

- 6.1.1 in accordance with the applicable Milestone Dates and the Test Strategy, develop the Test Specification for Testing;
- 6.1.2 ensure that each Test Specification is at all times accurate, up to date and complete, including without limitation in respect of the changing functionality of the Services, and as a result of any Changes or Internal Changes;
- 6.1.3 include in each Test Specification at least the following information:
 - 6.1.3.1 the Test Criteria with a reference back to the Service Provider's Technical Solution and any other documents relevant to the Testing.
 - 6.1.3.2 a set of Test scenarios (including without limitation business process scenarios (where applicable)) and Test cases designed to exercise all the Test Criteria identified within the Test Specification, each with a reference to the Test Criteria covered by the Test scenario;
 - 6.1.3.3 a set of Test scripts corresponding to the Test scenarios and Test cases describing the purpose of the Test, the data requirements for the Test, any pre-requisites for the Test, the actions to be taken during the Test, and the expected results for each step or action of the Test against which success or failure of the Test shall be judged; and
- 6.1.4 ensure that all requirements specified in this Contract in respect of Testing are properly and adequately covered by the Test Criteria.

7. **Testing during the Implementation Phase**

- 7.1 The Service Provider shall, in accordance with paragraph 2 of this Schedule, carry out Testing in order to demonstrate:

- 7.1.1 that all of the hardware, software and systems used or to be used by the Service Provider in the provision of the Services, and the constituent parts of the Service Provider's Enforcement Systems fully integrate and fully inter-operate with the CSP Interface and any other relevant CSP and TfL systems, in accordance with the Service Provider's Technical Solution and the Interface Specification, including without limitation:
- 7.1.1.1 data constructed to cover normal and exception conditions, including but not limited to, ensuring all Interface failure conditions and recovery from failure are Tested and that the data is correctly stored by the Enforcement Systems;
 - 7.1.1.2 demonstrate the full end-to-end integration of the Enforcement Systems, via the CSP Interface, with systems of the CSP, based on end-to-end business processes and data flows as against the business process definitions set out in the Service Provider's Technical Solution and Operational Processes and Procedures;
 - 7.1.1.3 Tests are performed to ensure and assure compliance with Schedule 6 (Security Policy) and the Service Provider's other obligations set out in this Contract;
- 7.1.2 the Service Provider's Personnel are appropriately trained in order to provide the Services in accordance with this Contract; and
- 7.1.3 the Service Provider's Operational Processes and Procedures are appropriate for the Service Provider to perform its obligations under this Contract,

(together the "**CSP Testing**").

8. **Delivery Of Documents For Testing**

8.1 The Service Provider shall:

- 8.1.1 subject to paragraphs 8.1.2 and 11.2.2 of this Schedule, deliver all documents required for or relevant to Testing to TfL no less than ten (10) Business Days prior to the relevant Test; and
- 8.1.2 deliver Test Specifications to TfL no less than thirty (30) Business Days prior to the relevant Test,

or in accordance with such other timetable as TfL may, in its absolute discretion, agree in writing with the Service Provider from time to time.

9. **Test Witnessing**

9.1 The Service Provider shall, during Test Witnessing:

- 9.1.1 follow TfL's reasonable instructions in relation to the form of Test Witnessing and the way in which Test Witnessing is to be carried out, including without limitation TfL witnessing of a demonstration of the

Service Provider's Technical Solution, TfL witnessing of the execution of the Testing being carried out by the Service Provider, and TfL carrying out any Testing using a third party in conjunction with the Service Provider's Testing;

- 9.1.2 follow TfL's reasonable instructions in relation to any specific sets of business process scenario Tests to be carried out by the Service Provider and witnessed as part of Test Witnessing; and
- 9.1.3 demonstrate to TfL's reasonable satisfaction that adequate modifications and Testing have been performed leading to closure of the Service Issue, Error or the successful completion of Testing.

10. **Test Reports**

10.1 At the completion of Testing during the Implementation Phase, the Service Provider's Representative will submit a Test Report to TfL for approval pursuant to Part C of Schedule 3 (Milestones and Deliverables). The Service Provider shall ensure that each Test Report includes at least the following information:

- 10.1.1 the relevant Testing carried out;
- 10.1.2 the results of the Testing conducted;
- 10.1.3 any deviation from the Test Strategy, applicable Test Plan and/or Test Specifications;
- 10.1.4 if the Testing failed in any way, the extent and cause of the failure;
- 10.1.5 summary metrics on Service Issues and Errors raised during the Testing;
- 10.1.6 the detail of any outstanding Errors or unresolved Service Issues, including references to the Incident Log and the Severity Levels; and
- 10.1.7 the steps taken or to be taken to resolve all outstanding Errors or Service Issues.

11. **Test Reports, Management Of Issues Arising From Testing And Resubmission Of Test Documents**

11.1 All Incidents (including Errors and Service Issues) arising as a result of or identified during Testing shall be dealt with in accordance with Schedule 9 (Contract Management and Reporting Procedure).

11.2 The Service Provider shall:

- 11.2.1 complete and deliver each Test Report to TfL and ensure that the Incident Log is up to date, accurate and complete pursuant to paragraph 2.2.5 of this Schedule as agreed in writing between TfL and the Service Provider and in any event at least five (5) Business Days prior to the Milestone Date for successful completion of the relevant Test; and

11.2.2 re-submit to TfL any Test Document which has been rejected by TfL pursuant to paragraph 10 of Part C of Schedule 3 (Milestones and Deliverables) within five (5) Business Days following the date that TfL issues its rejection of the relevant document.

SCHEDULE 5

Service Level Agreement

1. Performance Management Regime Objectives

- 1.1 The objective of the performance management regime is to incentivise the Service Provider to meet defined service levels (each a “**Service Level**” or “**SL**”) by measuring performance against a range of performance indicators (each a “**Performance Indicator**” or “**PI**”).
- 1.2 The PIs have been selected to reflect areas of the Services which are essential in order to deliver an acceptable level of customer service and systems performance, and to avoid exposing TfL to significant financial or reputational risk. Service failure points (“**Service Failure Points**”) have been set for each PI, to reflect the relative impact of failure to meet the acceptable Service Level for the PI.

2. Performance Management Regime Overview

- 2.1 The performance management regime (“**Performance Management Regime**”) consists of the PIs, the start and end points for assessment of PIs (where appropriate), the Service Levels required and the Service Failure Points to be accrued if the required Service Levels are not met as set out in this Schedule. Table 1 in this Schedule (“**Table 1**”) sets out the Performance Management Regime parameters for each of the Performance Indicators.
- 2.2 The ‘Performance Indicator Title’ column in Table 1 identifies the various Performance Indicators on which the performance of the Service Provider shall be measured and against for which Service Failure Points shall accrue.
- 2.3 The ‘Start Point’ column in Table 1 details the time from when the Performance Indicator shall start to be measured (the “**Start Point**”).
- 2.4 The ‘End Point’ column in Table 1 details the time at which the relevant Performance Indicator shall cease to be measured (the “**End Point**”).
- 2.5 The ‘Acceptable Service Level’ column in Table 1 specifies the range of operational performance for the Performance Indicator that is expected of the Service Provider (each an “**Acceptable Service Level**”) for which no Service Failure Points shall accrue.
- 2.6 Failure to meet the Acceptable Service Level shall result in the Service Provider accumulating Service Failure Points as detailed in Table 1. The number of Service Failure Points accumulated depends on the extent to which the Service Provider has failed to meet the Acceptable Service Level for each PI. For each Performance Indicator there are three (3) bands of Service Failure Points.
- 2.7 The ‘Band 1’ column in Table 1 indicates the range of performance for the first band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue. If the Service Provider’s performance for a Performance Indicator falls within this Band 1, the number of Service Failure

Points which accrue is calculated by multiplying the number of incidents or occurrences falling within Band 1 by the Band 1 Service Failure Points.

2.8 The 'Band 2' column in Table 1 indicates the range of performance for the second band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue. If the Service Provider's performance for a Performance Indicator falls within this Band 2, the number of Service Failure Points which accrue is calculated by adding:

2.8.1 the number of incidents or occurrences falling within Band 1 multiplied by the Band 1 Service Failure Points; and

2.8.2 the number of incidents or occurrences falling within Band 2 multiplied by the Band 2 Service Failure Points.

2.9 The 'Band 3' column in Table 1 indicates the range of performance for the third band below the Acceptable Service Level and the associated level of Service Failure Points which shall accrue. If the Service Provider's performance for a Performance Indicator falls within this Band 3, the number of Service Failure Points which accrue is calculated by adding:

2.9.1 the number of incidents or occurrences falling within Band 1 multiplied by the Band 1 Service Failure Points;

2.9.2 the number of incidents or occurrences falling within Band 2 multiplied by the Band 2 Service Failure Points; and

2.9.3 the number of incidents or occurrences falling within Band 3 multiplied by the Band 3 Service Failure Points.

2.10 The Service Level achieved for each Performance Indicator must be calculated to one (1) decimal place.

2.11 Service Failure Points shall be totalled for all Performance Indicators at the end of each month and the corresponding service failure action (each an "Service Failure **Action**") shall be implemented in accordance with the Service Failure Actions outlined in Table 2 (Performance Regime) in this Schedule ("**Table 2**").

2.12 The Service Provider shall diligently seek to perform and complete each applicable Service Failure Action notwithstanding that it shall have accrued Service Failure Points in respect of such Service Failure Action.

3. Start Points, End Points and Temporarily Closed Items

3.1 For the purposes of the Performance Indicators, in respect of any Service Failure Action:

3.1.1 The 'Start Point' of a particular Service Failure Action shall be whenever the Service Provider commenced or should have commenced its undertaking, as indicated in Table 1.

- 3.1.2 The 'End Point' of a particular Service Failure Action shall be whenever the Service Provider successfully completes the Service Failure Action, as indicated in Table 1.
- 3.2 If a Service Failure Action has not been successfully completed on or before the date of the Performance Indicator Report in respect of a particular month:
- 3.2.1 The relevant Service Failure Action shall be deemed 'temporarily closed' and shall be treated as if the End Point for that Service Failure Action was the last day of that month for the purposes of calculation of the relevant Performance Indicator for that month. For the avoidance of doubt Service Failure Points may accrue to 'temporarily closed' Service Failure Actions; and
- 3.2.2 Once the End Point for that Service Failure Action is actually achieved the calculation of the relevant Performance Indicator shall be applied to the actual time from the relevant Start Point to the relevant End Point. Service Failure Points shall accrue and shall be applied in accordance with the relevant Performance Indicator (if appropriate) provided that all Service Failure Points accrued in respect of the particular Service Failure Action in earlier months shall be taken into account when calculating the Service Failure Points that accrue once the relevant End Point for that Service Failure Action has been achieved.

4. Performance Monitoring

- 4.1 The Service Provider shall accurately document all processes for the identification of performance against the PIs in accordance with Schedule 9 (Contract Management and Reporting Procedure).
- 4.2 Performance by the Service Provider in meeting the Service Levels in respect of each PI shall be monitored and assessed monthly in accordance with Schedule 9 (Contract Management and Reporting Procedure).
- 4.3 The Service Provider shall measure and provide such data as is reasonably required by TfL for the purposes of monitoring the performance of the Service Provider in meeting the Service Levels and PIs.
- 4.4 If, as part of a quality monitoring exercise carried out by TfL, it is found that the Service Provider's performance is lower than reported, and on the basis of the sample used in such exercise, the Service Provider has not met one or more of the Acceptable Service Levels:
- 4.4.1 The performance level for the month shall be adjusted accordingly; and
- 4.4.2 The level of Service Failure Points which would have accrued shall be calculated and the difference between this figure and the amount of Service Failure Points actually applied shall be calculated and any corresponding Service Failure Action shall be implemented in the then current month.

4.5 The Service Provider shall be responsible for ensuring that all data required to accurately produce Performance Indicator Reports is provided. Any absence of data from reports may at TfL's discretion be deemed a maximum accrual of Service Failure Points for all Performance Indicators which are affected. In such cases, where the Service Provider believes there are mitigating circumstances, the Service Provider may present to TfL reasons why this data is unavailable, what actions shall be taken to ensure it shall be available in future, and provide evidence that the Services were not adversely affected during the period of lost data. TfL may, at its absolute discretion and without prejudice to its other rights under this Contract:

4.5.1 Consider all reasonable requests;

4.5.2 Use reports from Other Service Providers to validate the information supplied by the Service Provider; and/or

4.5.3 Agree a reduced level of required performance in relation to such data for the duration that it was lost or reject such requests.

5. Changes to Performance Indicators

5.1 TfL and the Service Provider may at any time request a change to any part or all of the Performance Management Regime set out in this Schedule including, without limitation to the generality of the foregoing, to the Performance Indicators, the Acceptable Service Levels, the Bands, the Service Failure Points, the Start Point and/or the End Point of a particular transaction measured against a Performance Indicator. Any such amendments to the Performance Management Regime, including without limitation, to the Service Levels or PIs, shall be implemented in accordance with the Change Control Request Procedure.

6. Further Details Relating to the PIs

6.1 The following clarification and additional obligation on the Service Provider relates to the PIs referred to in Table 1. Any reference to the date on which an item is received refers to the date an item is received in the mail room of the Service Provider or the date on which an email or website enquiry form is received in the Service Provider's mailbox. The Service Provider shall ensure that any and all items received in the mail room are processed, with the time and date recorded, on the day of receipt. Any failure by the Service Provider to do so shall be deemed, in respect of the relevant item, a Band 3 failure for the purpose of calculating Service Failure Points in respect of that item.

PI 1 Contract Compliance

PI 1.1 The Service Provider shall at all times comply fully with this Contract.

PI 1.2 This PI shall apply from the Contract Commencement Date.

PI 1.3 A "High Severity" breach of this PI is defined as:

(A) a breach of this Contract which results in a critical element of the Services being likely to be prevented from functioning or

being performed; or

- (B) a breach of this Contract which results or is likely to result in a severe impact on the public or TfL, as determined by TfL (acting reasonably); or
- (C) a failure by the Service Provider to rectify any Medium Severity breach (as defined below) (and the causes of such breach) within ten (10) Business Days; or
- (D) eleven (11) or more incidents of non-compliance of Schedule 2 (Statement of Requirements) over a month; or
- (E) a severe breach of any law applicable to the Services, as determined by TfL.

PI 1.4 A “Medium Severity” breach of this PI is defined as:

- (A) a breach of this Contract which results in Services still functioning with a workaround, however the functionality or performance is or is likely to be materially impacted by the breach; or
- (B) a breach of this Contract which results or is likely to result in a material impact on the public or on TfL, as determined by TfL (acting reasonably); or
- (C) a failure by the Service Provider to rectify any Low Severity breach (as defined below) (and the causes of such breach) within ten (10) Business Days; or
- (D) between six (6) up to and including ten (10) incidents of non-compliance of Schedule 2 (Statement of Requirements) over a month.

PI 1.5 A “Low Severity” breach of this PI is defined as:

- (A) a breach of this Contract which results in Services still functioning, however there is or is likely to be a minor functionality or performance impact, as determined by TfL (acting reasonably); or
- (B) up to and including five (5) incidents of non-compliance of Schedule 2 (Statement of Requirements) over a month.

PI 1.6 The PI measure shall be based upon all contract compliance breaches identified during any month.

PI 1.7 In the event that PI 1 is breached as described in PI 1.3 and/or PI 1.4 and/or PI 1.5 above, and the event giving rise to such breach also results or has resulted in Service Failure Points being accrued under

any other PI or PIs in the same month, then, in relation to such breach, only the Service Failure Points accruing in relation to those other PIs shall apply and no additional Service Failure Points shall accrue in respect of PI 1 in that month.

PI 2 Customer Correspondence (Timeliness of Issue)

- PI 2.1 The Service Provider shall issue 100.0% of Correspondence within the timescales specified in the Enforcement Action Procedure. This PI measures actual timeliness of issue compared to the required timeliness.
- PI 2.2 The Start Point shall be the date on which the item of Correspondence is due to be issued.
- PI 2.3 The End Point shall be the date on which the item of Correspondence is provided to an appropriate electronic reply or; postal service; or on the date on which the Correspondence is delivered by the Service Provider by hand to the Customer.
- PI 2.4 The PI measure shall be based upon all items with an End Point in the month.

PI 3 Correspondence (Accuracy)

- PI 3.1 The Service Provider shall ensure that 100.0% of Correspondence is issued accurately by the Service Provider (as determined by TfL) in accordance with all laws applicable to the Services and Schedule 2 (Statement of Requirements).
- PI 3.2 This PI shall be monitored by TfL using the monthly reports submitted by the Service Provider. Further checks may be completed onsite if required from time to time.

PI 4 GPS Record Availability

- PI 4.1 The Service Provider shall ensure that 100.0% of Visits have a GPS record available for use by TfL.
- PI 4.2 A GPS record will be deemed available for the purposes of measuring this PI if location details are recorded for each address that an Enforcement Agent is Visiting.
- PI 4.3 This PI shall be monitored by TfL using the monthly reports submitted by the Service Provider. Further checks may be completed onsite if required from time to time.

PI 5A Telephone Contact Centre Availability

- PI 5A.1 The Service Provider shall ensure that its telephone contact centre is available to receive and respond to calls from Customers during Business Hours.

PI 5A.2 Availability is defined as the proportion of time over the month that the Service Provider's telephone contact centre is available to receive and respond to calls.

PI 5A.3 The Acceptable Service Level for the Service Provider's contact centre availability is 99.9% within Business Hours.

PI 5B Telephone Contact Centre Performance

PI 5B.1 90.0% of all Customer calls into the Service Provider's telephone contact centre shall be answered by the Service Provider within thirty (30) seconds post the call being received on the queue at the Service Provider's telephone contact centre.

PI 5B.2 The length of time taken to deliver the data protection message and first level IVR system message shall not be included in the PI calculation. Where calls are queued from the IVR system, when a Customer chooses to redirect the call to a member of the Service Provider's Personnel or where Customers are automatically redirected to a member of the Service Provider's Personnel by the IVR system, the period measured shall be from the moment the Customer redirects the call using the relevant IVR option or the moment the IVR system automatically redirects the call.

PI 5B.3 The Start Point shall be the date and time the call is received on the queue at the Service Provider's telephone contact centre.

PI 5B.4 The End Point shall be the date and time the call is answered by a member of the Service Provider's Personnel.

PI 5B.5 The PI measure shall be based upon all calls with an End Point in the month.

PI 6 Payment Processing Availability

PI 6.1 The Service Provider shall be assessed on the availability of systems used to process all payments received from Customers, whether in part or full satisfaction of Warrants and/or Debts.

PI 6.2 Availability is defined as the proportion of time over the month that the systems used to process all payments are in a fully functional condition.

PI 6.3 The Service Provider shall ensure that the availability of systems used to process all payments shall be greater than or equal to 99.9% per month.

PI 6.4 The Service Provider shall provide at a minimum, the facility to make all payments by the following methods:

- Website

- IVR

PI 6.5 Planned downtime of the Service Provider's systems used to process payments that have been agreed in advance with TfL shall be excluded from the measurement of this PI.

PI 6.7 The PI measure shall be based upon all periods of unavailability that end during the month.

PI 7 Timely, Complete and Correct Provision of Reports

PI 7.1 The Service Provider shall provide complete and correct Reports in accordance with the timescales agreed under or in accordance with the Contract or as otherwise expressly agreed in writing by the Parties.

PI 7.2 For recurring Reports (e.g. daily, weekly or monthly), each instance of a Report delivered on its due date shall be deemed to be a unique Report. TfL shall determine the list of recurring Reports against which this PI shall be measured.

PI 7.3 For the avoidance of doubt, Service Failure Points will be applied individually to each instance a Report is late, incomplete or inaccurate.

PI 7.4 The Start Point shall be the date and time a Report is due or an error is identified.

PI 7.5 The End Point shall be the date and time a Report is delivered or corrected.

PI 7.6 The PI measure shall be based upon all Reports with an End Point during the month.

PI 8 Upheld Customer Complaints

PI 8.1 An Upheld Customer Complaint is defined as a complaint by a Customer regarding an aspect of the Service Provider's performance where there is evidence of:

- the provision of incorrect information;
- failure to take account of relevant matters in coming to a decision;
- offensive or insensitive behaviour;
- malice, bias or unfair discrimination; or
- failure to respond to the Customer,

by the Service Provider or its Personnel, where the Customer has made a complaint to TfL, the Greater London Authority, the Mayor of

London's office, the London Transport Users' Committee or the Local Government Ombudsman.

- PI 8.2 The complaint types that will be included in the measurement of this PI shall, for the avoidance of doubt, include Stage 2 Complaints and Stage 3 Complaints as defined in the Statement of Requirements, paragraph 3.2.4.
- PI 8.3 The PI measure shall be based upon all Stage 2 Complaints and Stage 3 Complaints received during the month.
- PI 8.4 Multiple complaints regarding the same problem shall be counted as one complaint. An example would be where a Customer made the same complaint to both the Mayor of London's office and the Local Government Ombudsman, for clarification this would count as one complaint.
- PI 8.5 The measurement shall calculate the number of Warrants that have resulted in an Upheld Customer Complaint per month as a percentage of the number of Warrants issued to the Service Provider in such month. Further checks may be completed onsite if required.
- PI 8.6 The Acceptable Service Level is 0.2% of Warrants issued to the Service Provider result in an Upheld Customer Complaint.

PI 9 Timely Resolution of Upheld Customer Complaints

- PI 9.1 The Service Provider shall ensure that 100.0% of Upheld Customer Complaints are resolved within 14 days, or such other time as may be agreed with TfL.
- PI 9.2 The Start Point will be the date at which TfL determine that a complaint is a Upheld Customer Complaint.
- PI 9.3 The End Point will be the date the Upheld Customer Complaint has been successfully resolved, where "successfully" means to TfL's satisfaction.
- PI 9.4 The PI measure shall be based upon all Upheld Customer Complaints with an End Point in the month.

PI 10 Accurate application of Enforcement Fees to Customers

- PI 10.1 The Service Provider shall ensure that 100.0% of Enforcement Fees applied to Customers are applied accurately in accordance with all laws applicable to the Services and Schedule 2 (Statement of Requirements).
- PI 10.2 For the purpose of measuring this PI, Enforcement Fees that are applied where Enforcement Action has not actually been conducted shall be considered as inaccurately applied.

PI 10.3 This PI shall be monitored by TfL using the monthly reports submitted by the Service Provider, TfL shall review the Enforcement Fees applied on randomly selected Warrants over certain periods of time as determined by TfL (monthly, quarterly etc). Further checks may be completed onsite if required.

PI 11 Quality Monitoring

PI 11.1 TfL may perform a quality monitoring regime of the Service Provider each month which shall include, but is not limited to:

- Accuracy of correspondence
- Enforcement Agent behaviour by body worn cameras

PI 11.2 This PI shall be monitored by TfL using the monthly reports submitted by the Service Provider, TfL shall review random selected items over certain periods of time as determined by TfL (monthly, quarterly etc). Further checks may be completed onsite if required.

PI 12A Case Visits (30 Days)

PI 12A.1 The Service Provider shall ensure that 70.0% of Customer cases that are eligible for a Visit are Visited within 30 days.

PI 12A.2 Visits shall not commence until 10 days has passed from serving the Notice of Enforcement.

PI 12A.3 The Start Point shall be the date the Notice of Enforcement was served.

PI 12A.4 The End Point shall be the date the Visit took place.

PI 12A.5 If a case is placed on hold after the Start Point, but before the End Point then each day during which the case is placed on hold shall be excluded from the 30 day period in which Visits must be conducted under PI 12A.1.

PI 12A.6 Where the Service Provider has justification for not carrying out a Visit, this should be included in the relevant Report(s) and may be excluded from the PI once agreed with TfL.

PI 12A.7 Where one Visit is carried out across multiple cases, this should be counted as a Visit on each individual case for reporting purposes.

PI 12A.8 The PI measure shall be based upon all visits with an End Point during the month.

PI 12B Case Visits (90 Days)

PI 12B.1 The Service Provider shall ensure that 100.0% of cases eligible for a Visit are Visited within 90 days.

- PI 12B.2 Visits shall not commence until 10 days has passed from serving the Notice of Enforcement.
- PI 12B.3 The Start Point shall be the date the Notice of Enforcement was served.
- PI 12B.4 The End Point shall be the date the Visit took place.
- PI 12B.5 If a case is placed on hold after the Start Point, but before the End Point then each day during the period the case is placed on hold shall be excluded from the 90 day period in which cases must be Visited under PI 12B.1.
- PI 12B.6 Where the Service Provider has justification for not carrying out a Visit, this should be included in the relevant Report(s) and may be excluded from the PI once agreed with TfL.
- PI 12B.7 Where one Visit is carried out across multiple cases, this should be counted as a Visit on each individual case for reporting purposes.
- PI 12B.8 The PI measure shall be based upon all Visits with an End Point during the month.

PI 13 Collection Rate

- PI 13.1 The Service Provider shall successfully recover a proposed percentage of all Warrants issued as defined in the Contract.
- PI 13.2 The Service Provider will report on the collection rate of Warrants each month and each report will be based on all Warrants received in the previous 13 complete months, excluding the most recent complete month.
- PI 13.3 The collection rate of Warrants will be calculated as the number of Warrants remitted as a percentage of all Warrants received, excluding any Warrants withdrawn.
- PI 13.4 This PI shall be based on the collection rate reported for the previous three (3) months.

Table 1 – Performance Indicators

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
PI 1	Contract compliance	N/A	N/A	0 breaches	Low Severity 5 points per day or incident of non-compliance, as appropriate	Medium Severity 10 points per day or incident of non-compliance, as appropriate	High Severity 20 points per day or incident of non-compliance, as appropriate
PI 2	Correspondence (Timeliness of Issue)	Date on which the item of Correspondence is due to be issued	The date the Correspondence is issued by the Service Provider (see PI 2.3)	100% within timescales specified in Schedule 2: Statement of Requirements	1 Business Day late 1 point per item of Correspondence	2 - 5 Business Days late 2 points per item of Correspondence	>5 Business Days late 3 point per item of Correspondence
PI 3	Correspondence (Accuracy)	N/A	N/A	100% of Correspondence is issued accurately.	<100.0 - 95.0% of Correspondence is issued accurately 5 points in total	<95.0% - 90.0% of Correspondence is issued accurately 10 points in total	<90.0% of Correspondence is issued accurately 20 points in total
PI 4	GPS Record Availability	N/A	N/A	100.0%	<100.0% - 95.0% availability	<95.0% - 90.0% availability	<90.0% availability

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
					3 points in total	5 points in total	10 points in total
PI 5A	Telephone Contact Centre Availability	N/A	N/A	99.9%	<99.9% - 95.0% 1 point in total	<95% - 85.0% 3 points in total	<85.0% 5 points in total
PI 5B	Telephone Contact Centre Performance	Date and time the call is received on the queue at the telephone contact centre	Date and time the call is answered by Service Provider	90.0% of all calls must be answered within 30 seconds per month.	<90.0% - 80.0% answered within 30 seconds 1 point in total	<80.0% - 70.0% answered within 30 seconds. 3 points in total	<70.0% answered within 30 seconds. 5 points in total
PI 6	Payment processing availability	N/A	N/A	99.9%	<99.9% - 95.0% availability 1 point in total	<95.0% - 85.0% availability 3 points in total	<85.0% availability 5 points in total
PI 7	Timely, Complete and Correct Provision of Reports	Date and time report is due or an error is identified	Date and time report is delivered or corrected	0 reports late, incomplete or inaccurate	1 - 2 Business Days late 1 point per Report	3 - 6 Business Days late 2 points per Report	>6 Business Days late 3 points per Report
PI 8	Upheld Customer Complaints	N/A	N/A	0.2% of Warrants issued to the Service Provider result in an Upheld	>0.2% - 0.4% of Warrants issued to the Service Provider result in an Upheld Customer	>0.4% - 0.6% of Warrants issued to the Service Provider result in an Upheld Customer	>0.6% of Warrants issued to the Service Provider result in an Upheld Customer Complaint

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
				Customer Complaint	Complaint 5 points in total	Complaint 10 points in total	15 points in total
PI 9	Timely Resolution of Upheld Customer Complaints	The date and time at which TfL determines that a complaint is an Upheld Customer Complaint	The date and time at which the Upheld Customer Complaint is resolved	100.0% of Upheld Customer Complaints are resolved within 14 days (or such other period agreed with TfL).	1 Business Day late 1 point per Upheld Customer Complaint	2 – 5 Business Days late 2 points per Upheld Customer Complaint	>5 Business Days late 3 points per Upheld Customer Complaint
PI10	Accurate Application of Enforcement Fees	N/A	N/A	100.0% of Enforcement Fees applied correctly	<100.0% - 95.0% 5 points in total	<95.0% - 90.0% 10 points in total	<90.0% 15 in total
PI 11	Quality Monitoring	N/A	N/A	100.0% of items monitored meet quality standard	<100.0% - 95.0% 5 points in total	<95.0% - 90.0% 10 points in total	<90.0% 15 in total
PI 12A	Case Visits (30 Days)	The date the Notice of Enforcement is issued	The date of the actual visit	70.0% of cases visited within 30 days	<70.0% - 65.0%	<65.0% - 60.0%	<60.0%

Ref	Performance Indicator title	Start Point	End Point	Acceptable Service Level	Band 1	Band 2	Band 3
					5 points in total	10 points in total	15 in total
PI 12B	Case Visits (90 Days)	The date the Notice of Enforcement is issued	The date of the actual visit	100.0% of cases visited within 90 days	<100.0% - 95.0% 5 points in total	<95.0% - 90.0% 10 points in total	<90.0% 15 in total
PI 13	Collection Rate	N/A	N/A	Proposed collection rate as defined in the Contract	1 month identified below rate 20 points in total	2 months identified below collection rate 30 points in total	3 months identified below collection rate 45 in total

Table 2 – Performance Regime

Service Failure Points	Service Failure Actions and Outcomes
0	None

25 - 40	TfL may conduct a performance review in which areas of concern will be discussed with the Service Provider and the Service Provider may be required to make satisfactory proposals for the prevention of future failures in performance.
41 - 70	<p>TfL may issue the Service Provider with a warning letter, which will address areas of concern. The Service Provider may be required to submit formal proposals to TfL detailing the actions that will be taken by the Service Provider to prevent future performance failures.</p> <p>In the event that in two consecutive months the Service Provider accrues between 41 and 70 Service Failure Points, then without prejudice to the TfL's rights under clauses 9 (TfL's Obligations) and 37 (Breach and Termination of Contract) of this Contract, TfL may reduce the number of Warrants (if any) allocated to the Service Provider by twenty five (25)%. This reduction will continue in effect until the Service Provider incurs less than 25 Service Failure Points in two consecutive months.</p>
71 - 99	Without prejudice to TfL's rights under clauses 9 (TfL's Obligations) and 37 (Breach and Termination of Contract) of this Contract, TfL may immediately reduce the number of Warrants (if any) that are provided to the Service Provider by up to 50% with effect until the Service Provider incurs less than 25 Service Failure Points in two consecutive months.
100	Without prejudice to the TfL's rights under clauses 9 (TfL's Obligations) and 37 (Breach and Termination of Contract) of this Contract, TfL may immediately cease to provide any Warrants to the Service Provider and there shall be deemed to exist a Material Service Level Failure, entitling TfL to terminate this Contract in accordance with clause of this Contract.