

# Highways England Vehicle Recovery Contract

## Scope 1: Statutory Vehicle Removal

To complement the capability of the Traffic Officer Service the *Client* has occasions to request vehicle removal under Traffic Officers' Statutory Powers.

The requirements for this service are described within this Scope. This service will be paid for using the rates within Part 1 of the Price List within the Commercial Workbook

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# Document Control

Description	Version	Date
Tender Issue	1	19/7/19

# Introduction

## Purpose

This Scope document sets out the Objectives that must be achieved, together with the *Client's* Minimum Requirements, for a Statutory Removal Service. The *Contractor* defines exactly how the Objectives will be realised within the Quality Plan, incorporating all Promise Statements made within the Quality Submission at tender.

## Identified and Defined Terms

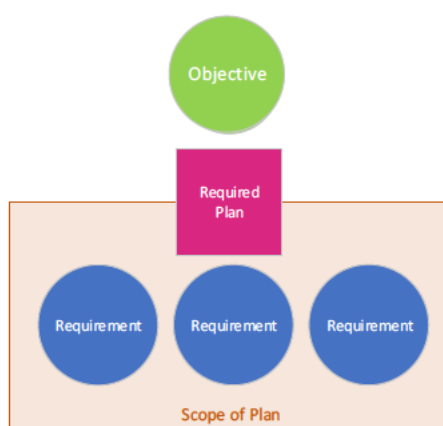
In this Scope, terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters have the meaning given within Annex 4 Defined Terms & Abbreviations.

## Methodology

As vehicle removal, storage and disposal is outside of the *Client's* core business, it is defining its Objectives and seeking from the *Contractor* the levels of service and efficiency it can provide to ensure the *Client* achieves them. The *Contractor* is able to choose the method by which the Objectives are achieved, but that method must include for compliance with the Minimum Requirements stated in each Part.

The *Contractor* will be required to create and subsequently maintain seven Plans in relation to this Scope that detail how each of the Objectives will be achieved, including how the stated Minimum Requirements as well as relevant Promise Statements made at tender will be delivered.

The *Contractor* will work closely with the *Client* to achieve the Objectives and improve upon them through the duration of the contract.



# Part 1: Service Management

## Objectives

ID	Service Management Objectives
SMO1	An operational, continually improving, national Statutory Vehicle Removal Service
SMO2	Provision of accurate, insightful performance management information
SMO3	Administration throughout the contract minimised
SMO4	Effective transition of the Service to a replacement <i>Contractor</i> or to the <i>Client</i> at the end of the contract

## Plans Required

ID	Service Management Plans	Performance Metric	Performance Level
SMP1	Produce, maintain and implement a Mobilisation Plan.  To be submitted to the <i>Client</i> within [REDACTED] of the starting date, reflecting any relevant Promise Statements and / or issues clarified during the tender process	Compliance with the accepted Mobilisation Plan.	100%
SMP2	Produce, maintain and implement a Service Management Plan in accordance with, but not limited to, the interfaces detailed in Appendix 4.  To be submitted to the <i>Client</i> within [REDACTED] of the starting date, reflecting any relevant Promise Statements and / or issues clarified during the tender process	Compliance with the accepted Service Management Plan.	100%
SMP3	Produce, maintain, test and implement as required a Service Management Contingency Plan.	Compliance with the accepted Service Management Contingency Plan.	100%

ID	Service Management Plans	Performance Metric	Performance Level
	To be submitted to the <i>Client</i> [REDACTED] of the starting date, reflecting any relevant Promise Statements and / or issues clarified during the tender process		
SMP4	Produce, maintain and implement an Exit & Demobilisation Plan.  To be submitted to the <i>Client</i> within [REDACTED] of the starting date, reflecting any relevant Promise Statements and / or issues clarified during the tender process	Produce an Exit & Demobilisation Plan to achieve acceptance by the <i>Client</i> by the second anniversary of the starting date Compliance with the accepted Exit & Demobilisation Plan.	100%
SMP5	Produce, maintain and implement an over-arching Quality Plan.  To be submitted to the <i>Client</i> within [REDACTED] of the starting date, detailing how quality across all Plans will be ensured	Compliance with the accepted Quality Plan.	100%

## Minimum Requirements

ID	Service Management Minimum Requirements	Performance Metric	Performance Level
SMR1	Establish, test, implement and maintain an electronic interface to the <i>Client's</i> ControlWorks System in accordance with the ControlWorks Interface Specification (Appendix 7) and the Data Security requirements (Appendix 10).	Compliance with Command & Control Interface Specification (Appendix 7). Compliance with Data Security requirements (Appendix 10). Implemented and testing completed 6 weeks prior to the access date.	100%
SMR2	Establish, test, implement and maintain an electronic interface with the DVLA to look up registered Vehicle keeper details in accordance with Appendix 6.	Compliance with DVLA interface requirements to achieve effective vehicle look up	100%

ID	Service Management Minimum Requirements	Performance Metric	Performance Level
SMR3	Establish, test, implement and maintain PSTN connections to the <i>Client's</i> ROCs in accordance with the Data Security requirements (Appendix 10).	Compliance with Data Security requirements (Appendix 10). Implemented and testing completed 4 weeks prior to the access date.	100%
SMR4	Establish, test, implement and maintain a single national telephone number allowing the <i>Client</i> to comply with its PNC licence terms.	Available 24 hours per day, 7 days per week, every day of the year. Implemented and testing completed 4 weeks prior to the access date.	100%
SMR5	Provide information to the <i>Client's</i> PNC bureau detailing Statutory Removals in a manner required by the PNC bureau.	PNC bureau provided with information required daily	100%
SMR6	Protect personal information, data and all IT interfaces in accordance with the Data Security requirements (Appendix 10).	Compliance with Data Security requirements (Appendix 10).	100%
SMR7	Provide Management Information in accordance with Appendix 3	Performance Metrics measured and reported in accordance with Appendix 3.	100%
SMR8	Deal with and resolve correspondence and complaints from customers and internal and external stakeholders in accordance with the Customer Contact Requirements (Appendix 8).	Compliance with Customer Contact Requirements (Appendix 8).	100%
SMR9	Conduct employee and / or supply chain checks and make all records available to the <i>Client</i> upon request in accordance with the Check Requirements (Appendix 12).	Compliance with Check Requirements (Appendix 12)	100%
SMR10	Produce a Continuous Improvement Report at the end of each year of the Contract and send to the <i>Client</i> , to include Average Clearance Times, Charge Collection and administrative process lessons learned and improvement commitments	Submission of the Continuous Improvement Report	100%

## Part 2: Vehicle Removal

### Objectives

ID	Vehicle Removal Objectives
VR01	Vehicle, Load, Shed Load and Occupants removed quickly, safely, and to an appropriate, secure location once requested
VR02	Optimised communications during Recovery Phase across all parties involved in recovery
VR03	Customers and Traffic Officers have a positive experience of using the service
VR04	<i>Client</i> has access to information on all Statutory Removals.

### Plans Required

ID	Vehicle Removal Plans	Performance Metric	Performance Level
VRP1	<p>Produce, maintain and implement a Statutory Removal Service Plan to define all <i>Contractor</i> Processes in accordance with, but not limited to, the interfaces detailed in Appendix 4.</p> <p>To be submitted to the <i>Client</i> within [REDACTED] of the starting date, reflecting any relevant Promise Statements and / or issues clarified during the tender process</p>	Compliance with the accepted Statutory Removal Service Plan.	100%



## Minimum Requirements

ID	Vehicle Removal Minimum Requirements	Performance Metric	Performance Level
VRR1	Carry out Statutory Removal, as requested by the <i>Client</i> , of Vehicles, Occupants, Load and Shed Loads	No removals within the scope of the contract refused	100%
VRR2	Carry out Statutory Removal, as requested by the <i>Client</i> , of Vehicles, Occupants, Load and Shed Loads in a safe manner.	<p>Compliance with Health and Safety Standards - PAS (Publicly Available Standard) 43, National Highway Sector Scheme (NHSS) 17B certification.</p> <p>Compliance with IAN 128/12: Health &amp; Safety Incident Reporting</p> <p>Disclosure &amp; Barring Service (DBS) check or Client-agreed Non-Police Personnel Vetting (NPPV) Police Check of all employees and subcontractors before they are involved in providing the Service.</p> <p>All accident, incident, high potential near-miss, and undesired circumstance occurrences appropriately recorded upon the Highways England AIRSweb system</p> <p>At least one member of each recovery crew on scene, including any supply chain staff, has undergone a first aid awareness training course</p>	100%
VRR3	Carry out Statutory Removal, as requested by the <i>Client</i> , of Vehicles, Occupants, Load and Shed Loads promptly	Performance Metrics measured and reported in accordance with Appendix 1.	100%
VRR4	Carry out Statutory Removal, as requested by the <i>Client</i> , of Vehicles,	No Vehicles, Load or Property missing or	100%

ID	Vehicle Removal Minimum Requirements	Performance Metric	Performance Level
	Occupants, Load and Shed Loads to an appropriate, secure location	damaged whilst in secure storage.	
VRR5	Provide access to appropriate Welfare Facilities to recovered customers	No complaints due to lack of access to, or inappropriate, Welfare Facilities.	100%
VRR6	Animal welfare (where Load includes animals) considered as part of all removal operations on behalf of the <i>Client</i> .	Compliance with animal welfare best practice as defined in Council Regulation (EC) No. 1/2005 on the protection of animals during transport and related operations	100%
VRR7	Access to specialist carriers to transport animals to a place of safety or store them until the vehicle owner arranges onward movement.	No removals involving animals refused	100%
VRR8	Access to specialist recovery providers / equipment in order to respond to recoveries outside of the scope of the Home Office Statutory Vehicle removal tariffs, such as >44tn vehicles	<i>Best Endeavours</i>	
VRR9	Participate in Debriefs when requested by the <i>Client</i> (c. 6 per annum)	Debriefs attended when requested	100%
VRR10	Adhere to the branding and identification instructions in Appendix 9.	<i>Contractor</i> branding & ID conforms with App 9.	100%
VRR11	Provide case-by-case VRO estimated incident attendance time and / or location of departure when deployed	No instances of detail not provided	100%
VRR12	Provide access to VRO telematics data upon request (only in relation to Highways England incidents)	No instances of data not provided	100%
VRR13	Ensure all customer contact is recorded and accessible to the <i>Client</i> upon request	No instances of data not recorded or subsequently provided	100%
VRR14	Respond to and act upon operational feedback relating to the Service from the <i>Client's</i> staff	Provide feedback within 10 working days to non-urgent operational feedback	100%
VRR15	Collect and report upon Customer (road user) satisfaction	No instances of data not provided	100%

## Part 3: Charge Collection, Storage & Disposal

### Objectives

ID	Charge Collection, Storage & Disposal Objectives
CSDO1	Charges associated with Statutory Removal minimised
CSDO2	Collection of Statutory Removal fees maximised
CSDO3	Vehicles, Load and Property stored safely and securely and released to appropriate parties
CSDO4	Accurate and timely production of charge, storage and disposal information.

### Plans Required

ID	Charge Collection, Storage & Disposal Plans	Performance Metric	Performance Level
CSDP1	<p>Produce, maintain and implement a Charge Collection, Storage and Disposal Plan in accordance with the interfaces detailed in Appendix 4.</p> <p>To be submitted to the <i>Client</i> within [REDACTED] of the starting date, reflecting any relevant Promise Statements and / or issues clarified during the tender process</p>	Compliance with the accepted Charge Collection, Storage and Disposal Plan	100%

## Minimum Requirements

ID	Charge Collection, Storage & Disposal Minimum Requirements	Performance Metric	Performance Level
CSDR1	The <i>Contractor</i> recovers Statutory Fees associated with Statutory Removal, Storage & Disposal in accordance with the Removal and Disposal of Vehicles Regulations 1986 or any subsequent amending Law.	Compliance with the Removal and Disposal of Vehicles Regulations 1986 or any subsequent amending Law.	100%
CSDR2	The <i>Contractor</i> seeks recovery of unpaid Statutory Fees	Compliance with the accepted charge collection processes within the Charge Collection, Storage and Disposal Plan Compliance with Payment Methods (Appendix 13)	100%
CSDR3	Refer the case to the <i>Client</i> where the <i>Contractor</i> is informed the Vehicles registered owner is deceased and stop all activities to recover Statutory Fees until otherwise notified by the <i>Client</i> . If the <i>Contractor</i> is instructed not to pursue recovery of Statutory Fees the <i>Client</i> will pay the <i>Contractor</i> using Price List Part 1.	Referral of cases to the <i>Client</i>	100%
CSDR4	All charges related to Statutory Vehicle Removal accounted for, reported on and transferred to the <i>Client</i> as per Appendix 5	Compliance with Appendix 5	100%
CSDR5	Provide secure storage for Vehicles, Load and Property until released or disposed.	No Vehicles, Load or Property missing or damaged whilst in secure storage	100%
CSDR6	Ensure the <i>Client</i> has electronic access on demand to the current status of stored and disposed Vehicles, Load and Property that have been subject to Statutory Removal.	Available to the <i>Client</i> in an electronic format on demand	100%
CSDR7	Make Vehicles, Load and Property available for collection by appropriate parties.	Vehicles, Load and Property available for collection between the hours of 09:00 and 18:00 Monday to Friday and from 10:00 to 16:00 on Saturday, Sunday and Bank Holidays.	100%
CSDR8	Confirm proof of entitlement of ownership prior to release of	Audit Record demonstrating compliance	100%

ID	Charge Collection, Storage & Disposal Minimum Requirements	Performance Metric	Performance Level
	Vehicles, Load, Property or other associated information to any party having a legal right of access.	available to the <i>Client</i> within 24 hours of request	
CSDR9	Maintain an Audit Record of stored and disposed Vehicles, Load and Property. Operate an electronic information system to manage storage and disposal ('ELVIS' or equivalent)	Available to the <i>Client</i> on demand within 24 hours	100%
CSDR10	Provide access to stored Vehicles, Load and Property to any other party having a legal right of access.	Audit Record demonstrating compliance available to the <i>Client</i> on demand	100%
CSDR11	Make Vehicles, Load and Property available to the Police, VOSA or other third party to inspect / collect at the request of the <i>Client</i> .	Audit Record demonstrating compliance available to the <i>Client</i> on demand	100%
CSDR12	Dispose of Vehicles, Load and Property.	Compliance with the accepted Charge Collection, Storage and Disposal Plan	100%
CSDR13	Maximise the Net Gain from the disposal of Vehicles, Load and property by achieving market rates.	Audit Record demonstrating compliance available to the <i>Client</i> within 24 hours of demand	100%
CSDR14	Comply with the Refuse Disposal (Amenity) Act 1978, BS En ISO 14001: 2015 Environmental Management and any relevant Law in connection with each disposal.	Audit Record demonstrating compliance available to the <i>Client</i> on demand.	100%
CSDR15	The <i>Contractor</i> makes available to the <i>Client</i> receipts for refunds and waived charges	Available to the <i>Client</i> within 24 hours of request	100%
CSDR16	Use photography appropriate record keeping, video and other tools deemed necessary to prove both appropriate stewardship of Vehicles and their contents, and accurate tariff application so as to quickly and simply resolve any issue	Appropriate documentation and actions used to report, record and resolve damage claims or tariff challenge / change requests.	100%

Before the *Client* agrees (at its sole discretion) to accept responsibility for any payment in relation to the Statutory Removal Service, the *Contractor* proves to the *Client* that processes agreed within the Charge Collection, Storage and Disposal Plan to recover unpaid Statutory Fees from the registered owner or the registered owner's insurance company have been followed. If the registered owner / registered owner's insurance company refuses to pay the unpaid Statutory Fees, then the *Contractor* obtains such refusal in writing from the registered owner / registered owner's insurance company. Only on production of such written refusal, the *Client* may at its sole discretion agree to be responsible for the Defined Cost as



Clause 11.2 of the Conditions of Contract incurred for the Statutory Removal Service and Defined Costs associated with the recovery of fees. The *Client* does not accept responsibility for such charges unless the *Contractor* produces evidence that they have followed processes agreed within the Charge Collection, Storage and Disposal Plan to recover unpaid Statutory Fees. Such evidence is submitted to and agreed by the *Client* prior to any invoices being submitted to the *Client* for payment. The *Client* examines each instance on a case by case basis.

Where a Vehicle has shed a Load the *Contractor* is responsible for removing the Vehicle and associated Load (both on the Vehicle and shed onto the ground). Any additional costs over and above the Statutory Fees associated with the removal of the Shed Load and its storage until collected are recovered from the registered owner / insurance industry by the *Contractor*. If the registered owner / registered owner's insurance company refuses to pay the costs, then the *Contractor* obtains such refusal in writing. On the production of such written refusal the *Client* may at its sole discretion agree to be responsible for Defined Cost as Clause 11.2 of the Conditions of Contract incurred for the removal of the Shed Load and its storage until collected. The *Client* does not accept responsibility for such charges unless the *Contractor* produces evidence that processes agreed within the Charge Collection, Storage and Disposal Plan to recover unpaid Statutory Fees from the Vehicle owner and/or insurance company have been followed. Such evidence must be submitted to and agreed by the *Client* prior to any invoices being submitted to the *Client* for payment. Each instance will be examined on a case by case basis by the *Client*

# **Highways England Vehicle Recovery Contract**

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## **Appendix 1: Performance Metrics and Minimum Performance Requirements**

## Performance Metrics and Minimum Performance Requirements

At the end of each calendar month the *Contractor* reports performance against the metrics below. *Contractor* performance will be measured against both national Average Clearance Time (ACT), and the Average Clearance Time of the *Clients* seven individual operational regions (detailed within Annex 2 Network Coverage Map). No individual regional ACT should fall below [REDACTED] within a calendar month.

Vehicle Class	National Average Clearance Time	Regional Average Clearance Time
Light Vehicle (S01 – S04)	[REDACTED]	[REDACTED]
Heavy Vehicle (S05 – S22)	[REDACTED]	[REDACTED]

The methodology by which the monthly ACT will be measured is as per below:

1. ACT will be calculated separately by class of vehicle - Light (S01 - S04) and Heavy (S05 - S22).
2. ACT will be measured from the *Client* Requested Time to the *Contractor* confirming Scene Clearance.
3. The *Contractor* will request Exceptions when applicable (detailed on 'Appendix 5 ACT Reporting Exceptions' worksheet within the Commercial Workbook), and if agreed by the *Client* these incidents will be either removed or adjusted from the monthly ACT calculation as appropriate.
4. Statistical outliers will also be removed. For Light vehicles, outliers have been classified as incidents over [REDACTED] and for Heavy vehicles these have been classified as incidents over [REDACTED]0. These outliers have been removed as these would be expected to be more complex, less common recoveries.
5. A worked example of the methodology is provided within the Commercial Workbook at Appendix 6 – Sample ACT Data

Regional Average Clearance Times will be subject to incentivisation payments, based on quarterly ACT performance, described within the Commercial Workbook.



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## Appendix 2: Scope 1 Summary Performance Mechanisms

Summarising specific contract performance detail contained within the Commercial  
Workbook and Scope 1

## Scope 1 Statutory Vehicle Removal - Summary Performance Mechanisms\*

### Contractual Minimum Performance Measured using Average Clearance Times (ACT)\*\*

Vehicle Class	National Minimum ACT	Regional Minimum ACT
Light (<3.5tn)		
Heavy (>3.5tn)		

### Incentivisation Payable dependant on performance across two areas: Charge Collection and ACT\*\*

Theme	Charge Collection	ACT	Vehicle Class	100% incentive (per region)	0% incentive (per region)
Measured ( <i>Geography</i> )	Nationally	Regionally	Light (<3.5tn)		
Measured ( <i>Frequency</i> )	Annually	Quarterly	Heavy (>3.5tn)		
Payable					
Performance Required to activate	> 89% collection	See table →			
Payment subject to	1. Annual National ACT met	1. Annual National ACT met 2. Charge Collection > 85%			

### Delay Damages Measured on individual recovery clearance time, deducted from monthly invoices\*\*

Vehicle Class	Clearance after	Per Minute
Light (<3.5tn)		
Heavy (>3.5tn)		

\* Please refer to Scope 1 Statutory Vehicle Removal and Commercial Workbook Part 1 for detail

\*\* All measures are subject to data relating to incidents with agreed Exceptions being removed from calculations i.e. recoveries with circumstances outside of the *Contractors* ability to reasonably control, as defined within Appendix 5 of the Commercial Workbook

# **Highways England Vehicle Recovery Contract**

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## **Appendix 3: Performance Management**

## Performance Management

The *Contractor's* performance will be measured via the approach detailed here to ensure that the Service is being delivered effectively and efficiently i.e. that the *Contractor* is delivering the *Client's* Objectives and demonstrating performance improvement.

Alongside the contractual Average Clearance Time measures (Appendix 1) the *Contractor* will be required to populate a monthly performance report. The *Contractor* will score their performance against the measures and the score will be discussed at monthly performance management meetings with the *Client*.

As this tender opportunity involves the *Contractor* providing Promise Statements, adherence to which will be tracked on a monthly basis within this model, the measures below act only as a partial representation of the measures by which performance will be monitored. During mobilisation the *Client* and the *Contractor* will agree a final template and methodology.

Where there is no entry within the Target column, the criteria for achieving each score is decided at the contract/task start-up meeting. This reduces the likelihood of scoring disputes between the *Client* and the *Contractor*.

The score for each headline area of measure is calculated by averaging the score for each performance indicator (Code). There is no weighting of the performance indicators or the areas of measure.

The scoring methodology is as per below.

Scoring Guide		
Score	Satisfaction	Standard Quality Criteria
10	Extremely satisfied	All aspects exceed Highways England's expectations considerably.
8	Highly satisfied	All aspects are satisfactory, and some aspects are exceeding expectation.
6	Satisfied	All aspects are satisfactory or, where they are not, are balanced by others being exceeded.
5	Neither satisfied nor dissatisfied	To be used where neither satisfied nor dissatisfied with <i>Contractor</i> performance. The rationale for scoring 5 should be clearly documented.
4	Slightly dissatisfied	Some minor aspects are unsatisfactory to the extent that the contract manager seeks improvement.
2	Very dissatisfied	A key aspect is currently unacceptable to the extent that the contract manager considers significant intervention is required.
0	Totally dissatisfied	More than one key aspect is currently unacceptable to the extent that the <i>Contractors</i> capability must be urgently reviewed.

Code	Theme	Minimum Requirement Ref	Monthly Measures	Target	Actual	Scoring
S1	H&S incident reporting	VRR2	Number of Near Misses reported			
			Number of RIDDORs reported			
S2	Supply Chain Standards	VRR2; VRR4; VRR5; SMR4; SMR7; SMD8	Number of PAS43, NHSS17B and / or IAN 128/12 breaches	0		
			Number of instances of inappropriate / absent customer Welfare Facilities	0		
			Number of instances of customers unable to collect vehicle during agreed access hours	0		
			Number of instances of missing or damaged vehicles, load or property	0		
CS1	Customer (Highways England)	VRR9; VRR14	Number of internal feedback forms received from TOS in month (HE)			
			Number of feedback forms in rolling 12-month period (HE)			
			% Positive feedback			
			Number of negative feedback forms responded to in 10 working days			
CS2	Customer (Road User)	SMR8; VRR13;	Number of complaints received in month			
			Number of complaints received in rolling 12-month period			
			Number responded to in 5 working days	100%		
			Customer Satisfaction (% - methodology TBC)			
CS3	Statutory Charge Collection	CSDR1; CSDR2; CSDR4;	Av storage days			
			Charge Collection rate (%)			
D1	Average Clearance Times	VRR3; VRR11	National ACT			
			Regional ACTs (x7)			
			Number of outliers per month (> 02:40:00 Light; > 05:00:00 Heavy)			
			Number of Exclusions per month			

Code	Theme	Minimum Requirement Ref	Monthly Measures	Target	Actual	Scoring
D2	Operational service	VRR1; VRR6; VRR7; PPR1; PPR2. PPR3	Instances of service not available	0		
			Instances of recoveries refused	0		
D3	Operational systems	SMR1; SMR2; SMR3; SMR4; CSDR6;	Instances of systems being non-operational	0		
D4	Administration / Data	SMR7; VRR12; SMR8; SMR8; SMR9; SMR10; SMR11; SMR14; VRR13	Instances of month end reports not being available	0		
			Instances of delays of provision of data	0		
			Number of invoice errors			
			Number of tariff-uplift requests			
D5	Continuous Improvement	SMR9	Number of trends identified, and actions taken			
D6	Quality Management Points (QMP)		Number of QMPs in month			
			Number of QMP's in rolling 12-month period			
HE1	HE Performance		Feedback from <i>Contractor</i> on any <i>Client</i> performance			
Average Score						

# **Highways England Vehicle Recovery Contract**

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## **Appendix 4: Contractor Processes**

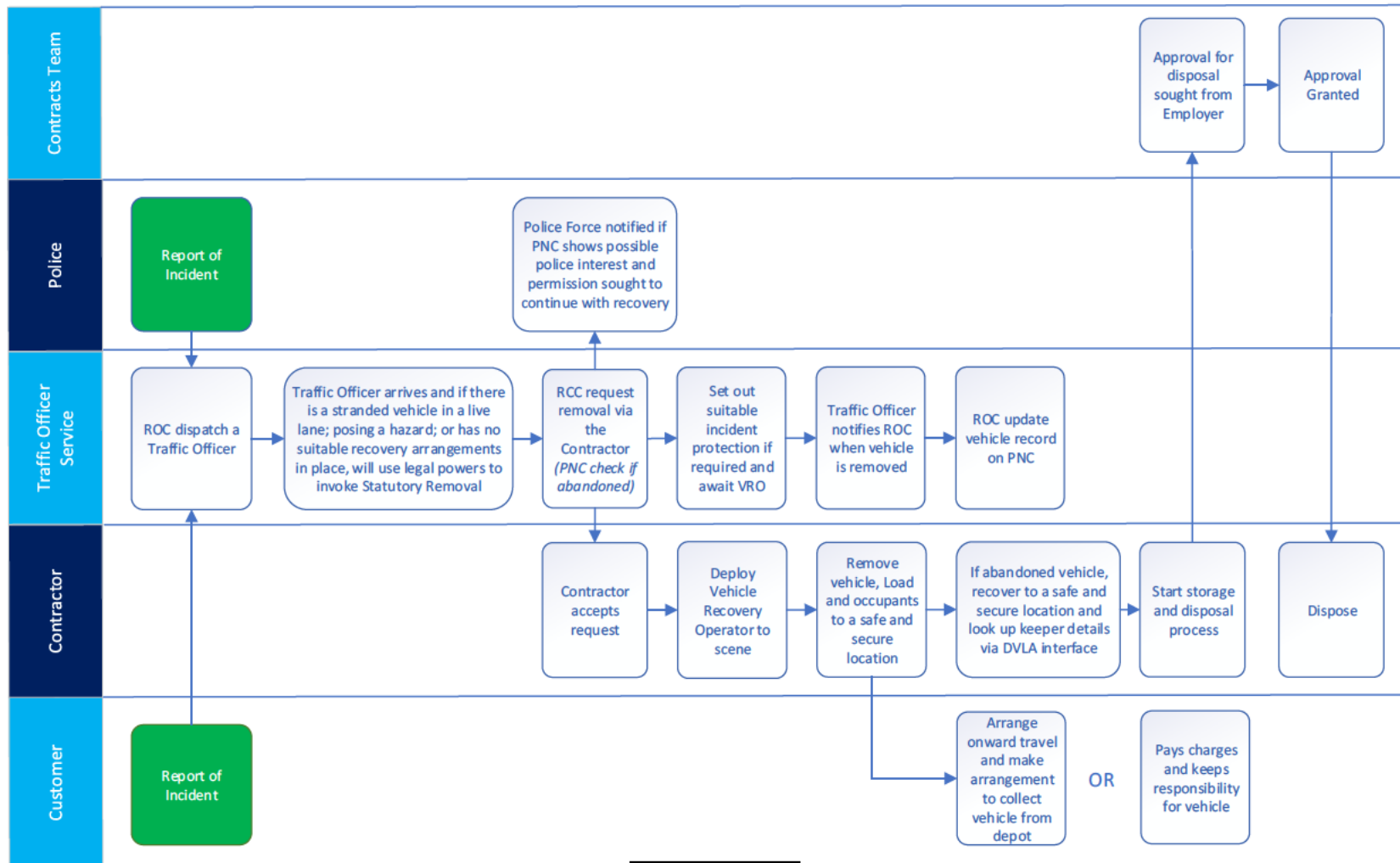
## Example Processes

The processes within Appendix 4 are provided by way of example of the processes the *Contractor* should expect to install / adhere to within the day-to-day running of this Service. The processes should provide an understanding of the nature of the Statutory Removal Service but not be regarded as being a definitive process. The *Client* requires the *Contractor* to achieve the stated Objectives, and as such the *Contractor* will define processes to achieve the Objectives, ensuring the *Clients* Minimum Requirements are met.

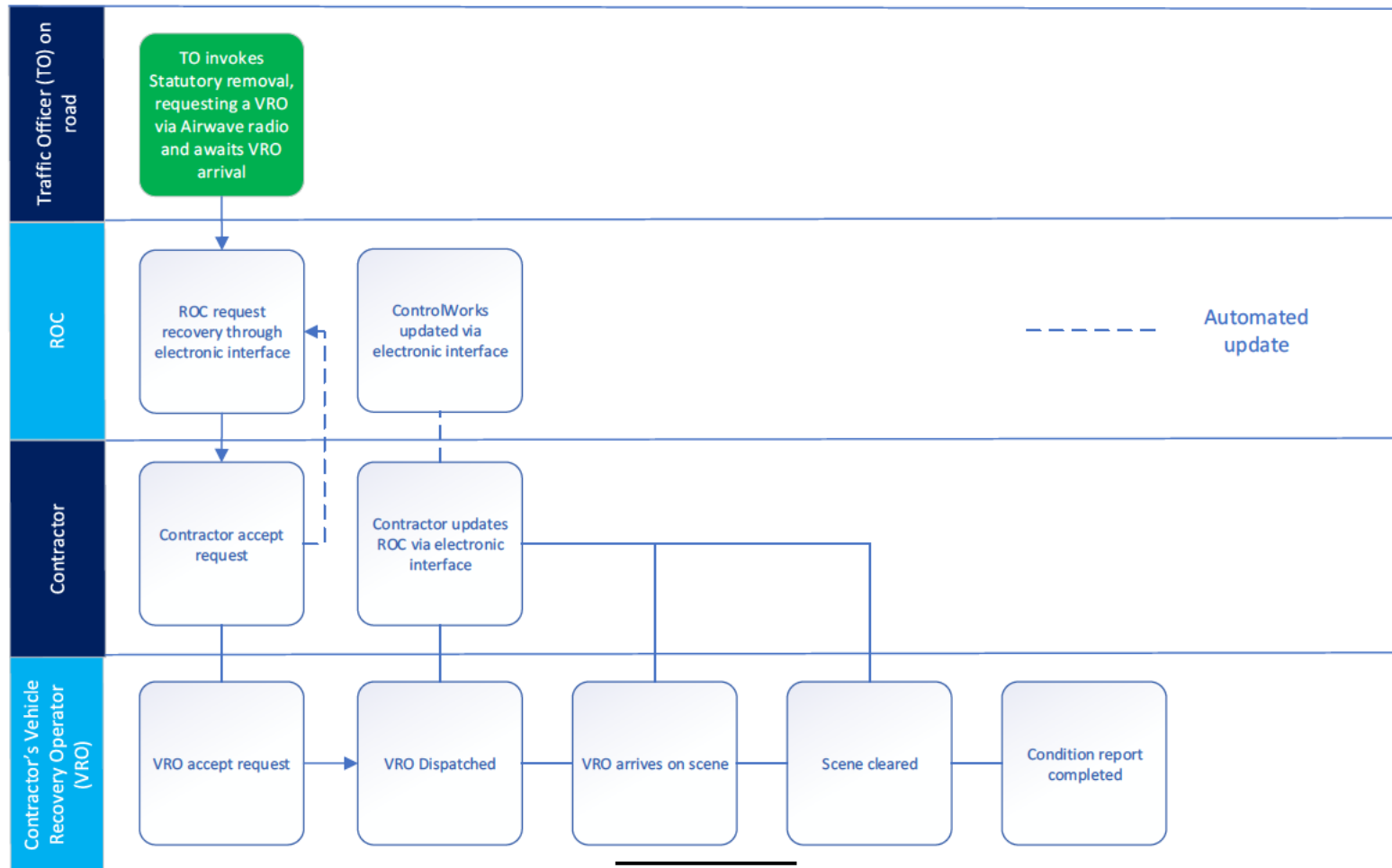
As part of the Quality Submission, Promise Statements and creation of the relevant Plans the exact processes will be agreed, in line with the *Client*, and subsequently installed.



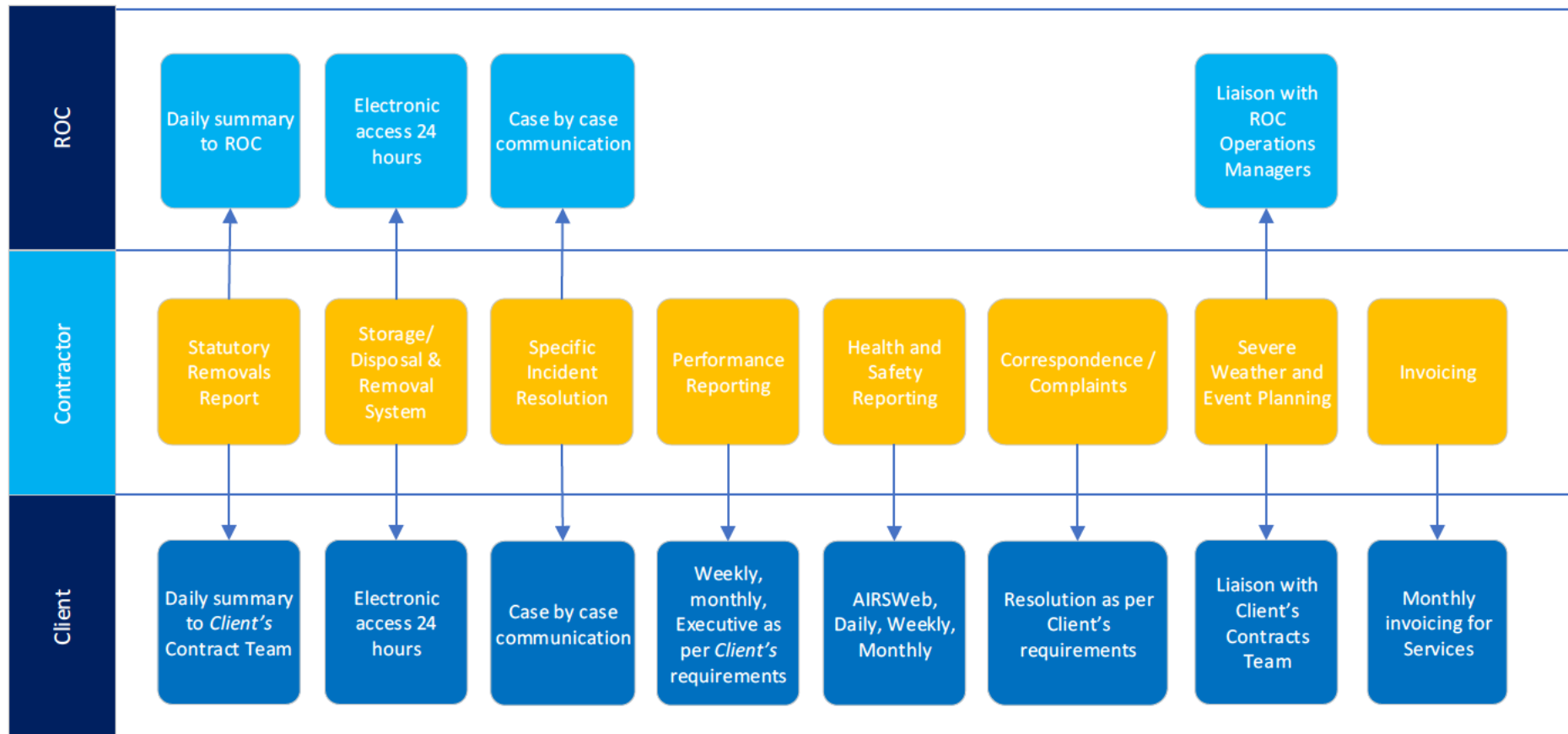
## Basic Statutory Recovery Process



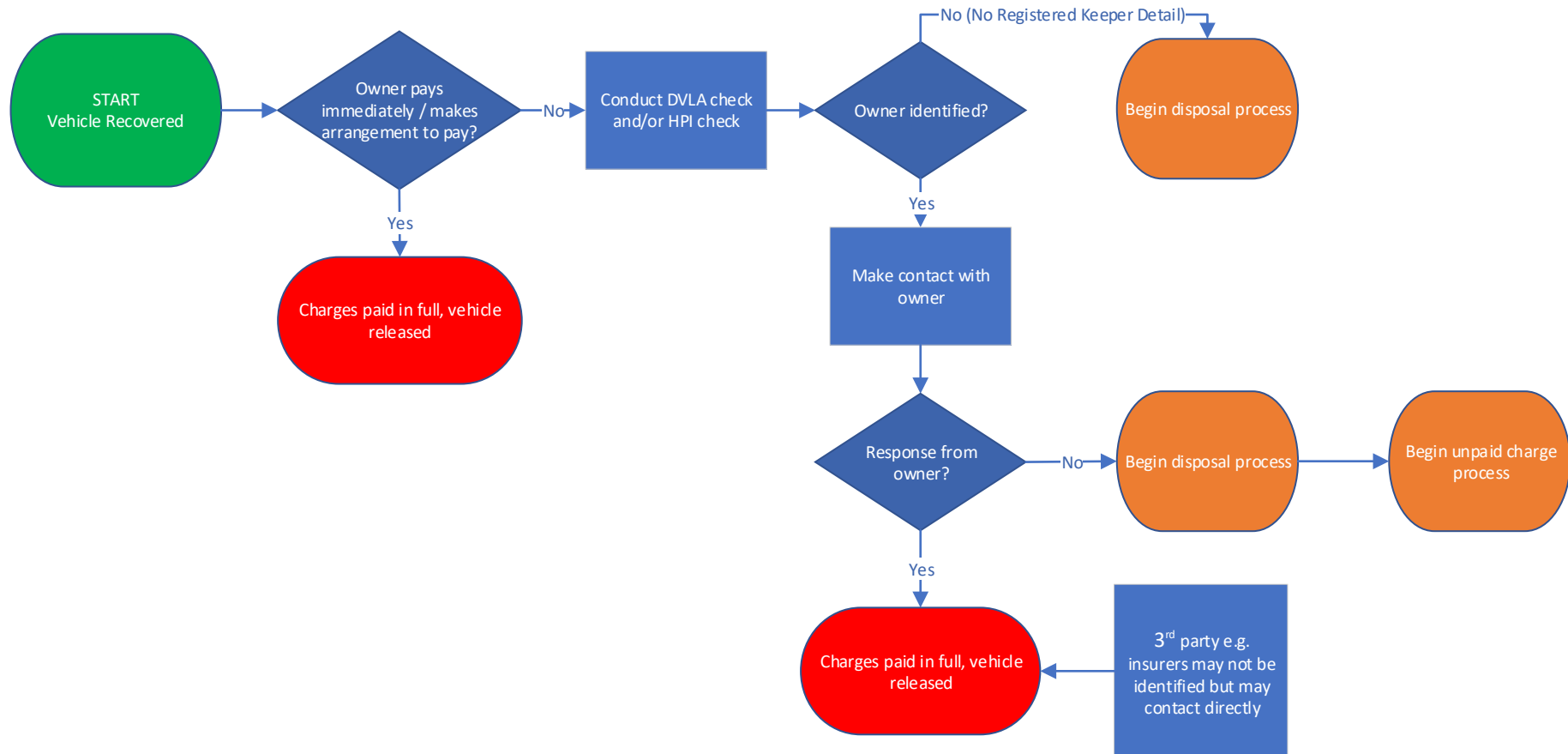
## Communications



## Operational Administration / Communication



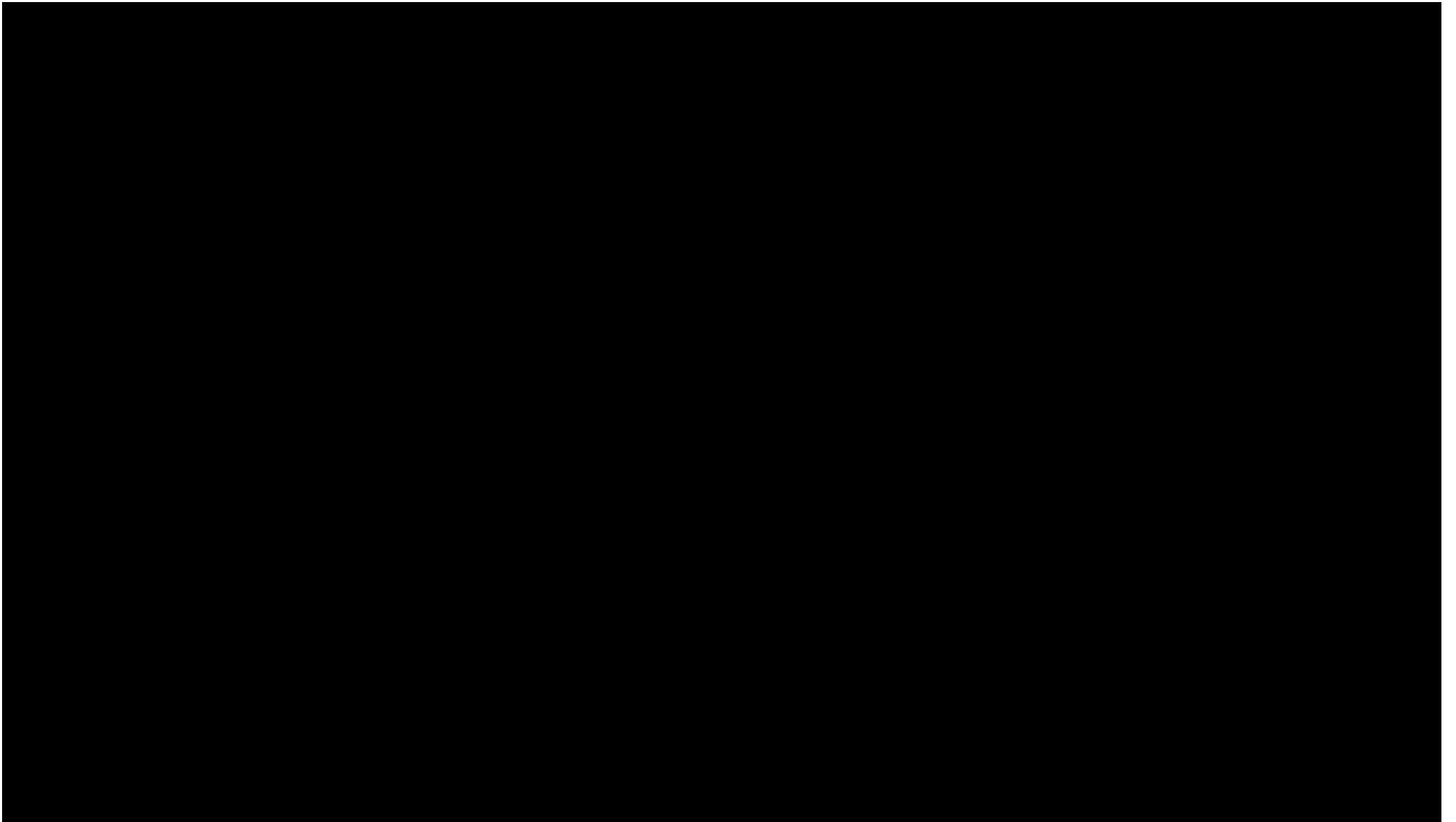
## Illustrative High-Level Charge Collection Process



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## **Appendix 5: Financial Transaction Process Map**



# **Highways England Vehicle Recovery Contract**

Scope 1:  
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## **Appendix 6: DVLA Interface**

## DVLA Interface Specification

This appendix provides guidance on how the *Contractor* establishes an electronic link to the DVLA for looking up registered Vehicle keeper details, one of the following methods must be used:

Via direct access, (Annexe A)  
Via an intermediary link provider, (Annexe B)  
Via a link provider. (Annexe B)

This link is established before the access date, and all costs for the establishment and maintenance of the link are incurred by the *Contractor*. On deciding which type of interface is to be established, the *Contractor* applies to the DVLA using the forms shown below.

### Information

■■■■■ stands for ■■■■■ and is an improved system whereby local authorities and commercial companies can request information. Please note that this is a keeper at date of event (■■■■■) service.

Regulations that fall under the Registration and Licensing legislation allow Highways England to release vehicle/keeper information to local authorities for the investigation of vehicle related offences.

The ■■■■■ system is an overnight service where files containing enquiries are submitted via our IT suppliers Gateway ■■■■■. These enquiries are processed overnight and the responses are returned to your inbox ■■■■■

You can get access to the ELISE system by either setting up a Direct Link (See Annex A for the costs of the Direct GSI Secure CUG service), or you can use the services of a Link Provider or an Intermediary Link Provider. (See Annex B for information).

All organisations using the ■■■■■ ■■■■■ system must keep a full audit trail to support the reason the enquiry is made and will be expected to produce this when they are audited.

If you wish to apply for access to the ■■■■■ ■■■■■ system using a Direct link you will need to fully complete the attached application form and Data Governance Assessment and return it to the Data Sharing Assurance team at ■■■■■

If you wish to use a Link provider or an Intermediary Link Provider you will need to contact them directly to express your interest. Your chosen Link Provider or



Intermediary Link Provider will liaise with DVLA to add you as a new customer and the attached forms will need to be fully completed and returned to them.

If your access is approved you will be sent a contract which must be signed and returned.

## Annex A

Direct GSI secure CUG service

Link technical requirements and costs:

Installation fees based [REDACTED]

Install: £[REDACTED] (plus VAT at the prevailing rate).

This is a one off cost unless Service Provider requires a new line installed (e.g change in location)

Closed User Group (CUG) set up: £[REDACTED] (plus VAT at the prevailing rate).

The above cost is a one off charge, joining fee.

Line rental: £[REDACTED] - £[REDACTED] per year (plus VAT at the prevailing rate).

A distance charge of between £[REDACTED] and £[REDACTED] is also payable. The distance charge is the cost of the distance from the site to the nearest C&W Points of Presence (PoP) network. The charge payable will depend on your postcode.

(plus VAT at the prevailing rate).

In addition to the above costs there is also a DVLA IT cost of: £[REDACTED] per company (plus VAT at the prevailing rate).

Larger sized circuit prices are available on request to DVLA

The Live Service charge for Non-Fee requests will comprise of 2 elements:

A fixed element of £[REDACTED] (plus VAT) per invoicing period.

A variable element based on the number of monthly enquiries made (listed below):

Number of enquiries	Monthly charge
Up to [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

For a volume of enquires above [REDACTED] the price will increase £[REDACTED] per [REDACTED] enquiries. Eg. Up to [REDACTED] enquiries will cost £[REDACTED] [REDACTED] enquiries will cost £616.00 etc.

If you feel that a direct link is not suitable, please see ANNEX B which will explain what Link Provider or Intermediary services are available as an alternative.

## Annex B

### Link Provider

A Link Provider already has an [REDACTED] Gateway with the DVLA and their customers are set up on the system the same way as a Direct customer, but without incurring the set up costs outlined in Annex A.

If you want to use a Link Provider you will need to contact them directly to find out the set up cost or charges to use their [REDACTED] Gateway. If you want to make requests in this way you will still be issued with a contract and will be subject to the terms and conditions for use of the [REDACTED] system. When the [REDACTED] link is set up in your organisation's name you will still be charged the Live Service charges by the DVLA which comprises of 2 elements:

A fixed element of £[REDACTED] (plus VAT) per invoicing period.

A variable element based on the number of monthly enquiries made (listed below):

Number of enquiries	Monthly charge
Up to [REDACTED]	£[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

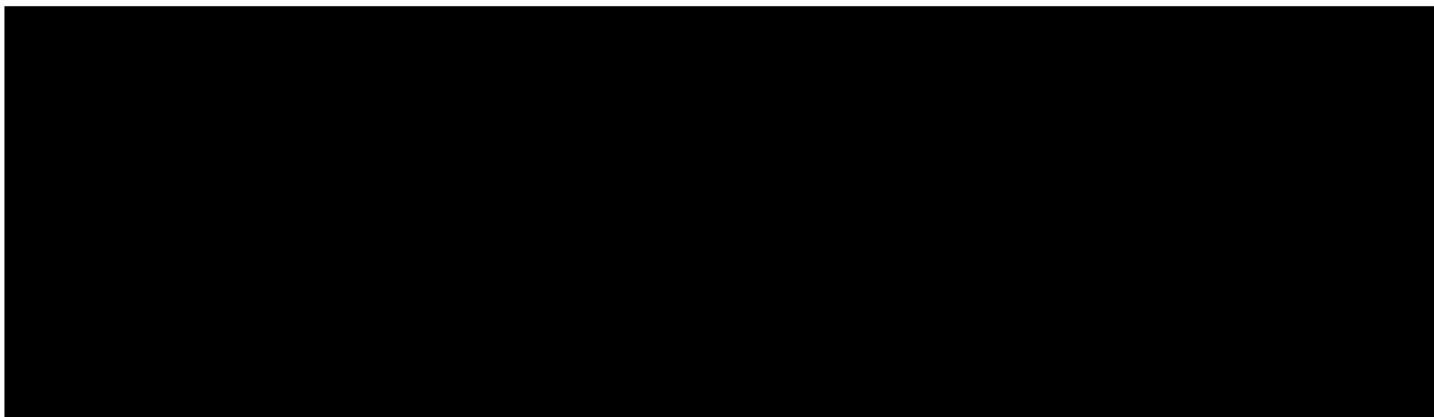
[REDACTED] a volume of enquires above [REDACTED] the price will increase £[REDACTED] per [REDACTED] enquiries. Eg. Up to [REDACTED] enquiries will cost £[REDACTED] [REDACTED] enquiries will cost £[REDACTED] etc.

### Intermediary Link Provider

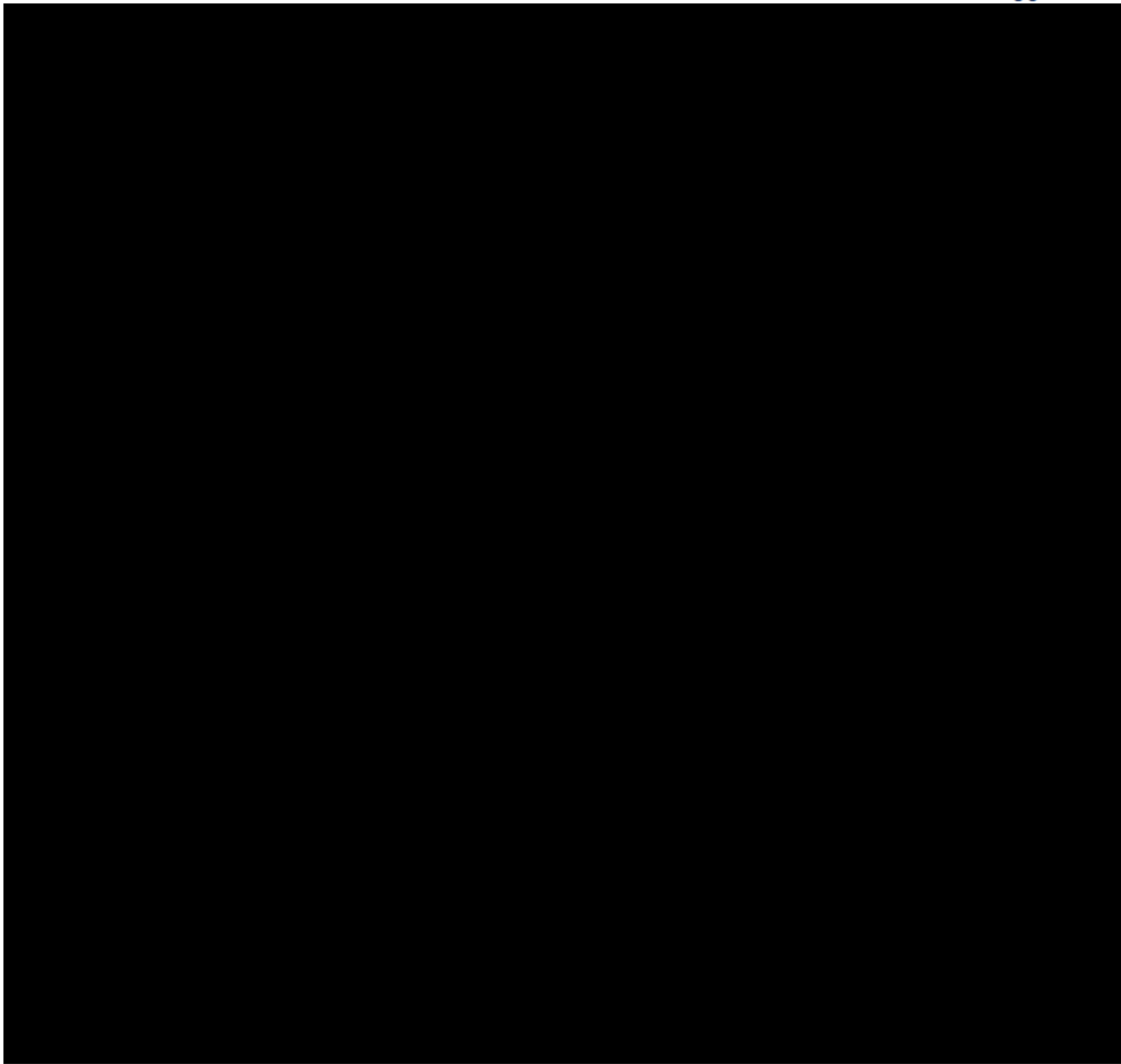
An Intermediary Link provider will make the enquiries on your behalf and send DVLA paper and electronic VQ5 responses back to you.

A list of Link Providers and Intermediary Link Providers is provided below for your information. Please note that DVLA does not endorse any of the Link Providers or Intermediaries listed.

Industry	Company	Product	Revenue
Software	Microsoft	Microsoft Office	\$10.0B
		Microsoft Windows	\$10.0B
		Microsoft Dynamics	\$10.0B
		Microsoft Azure	\$10.0B
		Microsoft Dynamics 365	\$10.0B
		Microsoft Dynamics CRM	\$10.0B
		Microsoft Dynamics ERP	\$10.0B
		Microsoft Dynamics BI	\$10.0B
		Microsoft Dynamics AI	\$10.0B
		Microsoft Dynamics ML	\$10.0B
Software	Oracle	Oracle Database	\$10.0B
		Oracle Applications	\$10.0B
		Oracle Fusion	\$10.0B
		Oracle Cloud	\$10.0B
		Oracle E-Business Suite	\$10.0B
		Oracle PeopleSoft	\$10.0B
		Oracle JD Edwards	\$10.0B
		Oracle Primavera	\$10.0B
		Oracle Primavera P6	\$10.0B
		Oracle Primavera P6 Cloud	\$10.0B
Software	SAP	SAP ERP	\$10.0B
		SAP CRM	\$10.0B
		SAP SCM	\$10.0B
		SAP SRM	\$10.0B
		SAP BI	\$10.0B
		SAP AI	\$10.0B
		SAP ML	\$10.0B
		SAP Analytics Cloud	\$10.0B
		SAP S/4HANA	\$10.0B
		SAP SuccessFactors	\$10.0B
Software	Salesforce	Salesforce CRM	\$10.0B
		Salesforce Marketing Cloud	\$10.0B
		Salesforce Service Cloud	\$10.0B
		Salesforce Commerce Cloud	\$10.0B
		Salesforce Einstein	\$10.0B
		Salesforce Tableau	\$10.0B
		Salesforce MuleSoft	\$10.0B
		Salesforce Pardot	\$10.0B
		Salesforce Dataloader	\$10.0B
		Salesforce Bulk API	\$10.0B









Driver & Vehicle  
Licensing  
Agency

## Data governance assessment

Note: Depending on the information provided, DVLA may need to carry out further investigation before approval to use our services is granted or continued.

Organisation name: \_\_\_\_\_

Registration number on ICO's register of data controllers: \_\_\_\_\_



Trade association or regulatory body registration number where relevant: \_\_\_\_\_

Questions	Answers
1. What volume of enquiries will you be making annually? Please provide an estimate.	
2. Who will have access to the data supplied by DVLA? Note: include all organisations within the information supply chain, for example business partners, outsourced link providers, intermediaries, clients.	
3. How will the data be transmitted to third parties? Note: include all parties within the information supply chain in Q2.	
4. How and where will the data be stored, and will there be set retention periods? Note: include all parties within the information supply chain stated in Q2.	
5. How will the data be disposed of when no longer required? Note: include all parties within the information supply chain stated in Q2.	
6. What technical and organisational security measures will be in place to prevent any unauthorised or unlawful processing of the personal data?	
7. Will you be transferring personal data to a country outside of the European Economic Area? If so where, and what arrangements will be in place to ensure that there are adequate safeguards over the data? Note: transferring also includes access to data and storage of data outside the UK.	
8. Please provide the full address where the data is held within your organisation and the full name and contact details of the data manager responsible for the data at that address? Note: if using a cloud storage provider to store data, please provide physical address of the supplier that you are using.	

Please turn over to complete ☐



I confirm that \_\_\_\_\_  
has complied fully with the data governance and control requirements.  
I confirm that the answers given above are correct, complete and up to date.

Name: \_\_\_\_\_

Position in company: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

## How to fill in the data governance assessment form

The purpose of this form is for organisations to provide assurance that adequate controls are in place to ensure DVLA sourced personal data is secure.

### Section 1 – How many enquiries will you be making annually?

You will need to give an estimate of the amount of enquiries you intend to make through the data service.

### Section 2 – Who will have access to the data supplied by DVLA?

You will need to provide details including the names of all organisations that will have access to the data supplied to you by DVLA. This may include for example business partners, outsourced link providers, intermediaries or others.

If no-one outside of your organisation will have access to DVLA sourced data then please state this in your answer.

### Section 3 – How will the data be transmitted to third parties?

The answer to this will depend on your answer to the previous question. If third parties such as those indicated in Section 2 have access to DVLA data then how will they receive this data for example fax, email or electronically.

You will need to provide details of the method and process for transmitting the data.

### Section 4 – How and where will the data be stored and will there be set retention periods?

This section is in two parts:

**Part 1** – Where personal data is held on paper it must be retained in secure premises and locked away. Where data is held and accessed on ICT systems there must be controls should be in place to ensure that access is only granted to individuals whose role necessitates it and the physical location of systems is also on secure premises. Therefore you will need to describe how and where the data will be stored.

**Part 2** – In accordance with Data Protection law, recipients of protected data should dispose of it when there is no business need to retain it. Therefore you will need to explain the measures your organisation has in place for retaining the data including the retention period.

### Section 5 – How will the data be disposed of when no longer required?

Depending on how the data is stored whether held on paper or ICT systems you will need to describe how your organisations intends to dispose of the data when it is no longer required.

As a guideline, you should:

- destroy paper records containing protected personal data by incineration, pulping or shredding so that reconstruction is unlikely
- dispose of electronic media that have been used for protected personal data through secure destruction

Note: if DVLA data is supplied to third parties you will also need to describe how they will dispose of the data

### Section 6 – What technical and organisational security measures will be in place to prevent any unauthorised or unlawful processing of the personal data?

You will need to explain what measures or controls your organisation has in place to mitigate the risk on misuse of the data. For example and in accordance with data protection principles you need to ensure that access it is only granted to individuals who role necessitates it. Other measures to consider include restricting the functional access in regards to printing, downloading or transferring information.

### Section 7 – Will you be transferring personal data to a country outside of the European Economic Area? If so where, and what arrangements will be in place to ensure that there are adequate safeguards over the data?

It is important that you complete this question in full as any proposals to store, process or access 'bulk' personal data sets overseas MUST be approved by DVLA's Information Assurance Group (IAG) (for countries outside of the EEA this is described as 'offshoring').

If the answer to this question is yes please provide details of which countries DVLA data would be transferred to, accessed from or stored in.

### Section 8 – Please provide the full address where the data is held within your organisation and the full name and contact details of the data manager, responsible for the data at that address?

You must complete this section by providing the full address of where the data is held together with the contact details of the data manager. If more than one address please give this additional information.



# **Highways England Vehicle Recovery Contract**

Scope 1:  
Statutory Vehicle Removal

## **Appendix 7: ControlWorks Interface**

## 1. Introduction

This appendix provides an interface specification for electronic messaging between the *Clients'* ControlWorks system and the system to be used by the *Contractor*. It defines the protocol to be used for connection management and the messages to be exchanged.

The document is released solely for use in connection with the Vehicle Recovery contract and must not be circulated further or used for other purposes.

## 2. Message transfer protocol

This section provides an overview of the message transfer protocol that will be deployed between the *Client's* ControlWorks and the *Contractor's* system. This interface provides a method of electronically exchanging Statutory Removal Service related information between the *Client* and the *Contractor*.

- The interface is based on the following underlying mechanism:
- The *Client's* ControlWorks system runs on a secure network connecting to the Airwave Radio network and Police command and control systems. Connection to the *Contractor* will therefore be provided through a firewall;
- ControlWorks is a high availability system with standby capability. The *Contractor* therefore has the capability of holding multiple Internet Protocol (IP) addresses for connecting to ControlWorks to accommodate the system having failed over to a standby node;
- Connection is made through a single port number for both inbound and outbound messages;
- Messages are formatted using Extensible Markup Language (XML);
- Messages are transported between systems using Transmission Control Protocol (TCP) / IP sockets;
- The communication protocol is connect-send-response-disconnect. The originating system connects to the receiving system, sends the message, receives the response (down the same socket) and disconnects from the recipient system. The resulting effect is that the originating system acts as a *Client* connecting to the receiving system which acts as the server;
- When a message is sent, a response is expected [REDACTED]. The sending system will apply a timeout check of about [REDACTED] for receipt of the response;
- The communication is synchronous using a single two-way socket. As a result, it is only possible to send one message at a time to the external system. Outgoing messages should therefore be queued as necessary by the sending system, to be sent as soon as the previous message has been sent and the corresponding response has been received;
- Note that the mechanism, with a response time of no more than [REDACTED], can handle a throughput of [REDACTED] messages per day, simultaneously in each direction. If each Vehicle Recovery Transaction identification (VRT) involves [REDACTED]

messages in each direction, this allows for an average of nearly [REDACTED] vehicle recoveries per day, far exceeding the expected maximum;

- On failure of a connection, the originating system is responsible for trying to re-establish the connection and taking any consequential action;
- Due to the connection protocol being connect-on-demand, heartbeat messages are not required for connection monitoring;
- Both systems will be connected to a GMT time source to ensure that time stamps on records are consistent.

### 3. VRT Messages

#### VRT Message Summary

The interface between the *Clients* ControlWorks and *Contractor* supports the following VRT messages:

ControlWorks to *Contractor* – Request Vehicle recovery  
 ControlWorks to *Contractor* – Update Vehicle recovery  
 ControlWorks to *Contractor* – Cancel Vehicle removal  
 ControlWorks to *Contractor* – Request VRT feedback  
*Contractor* to ControlWorks – Removal vehicle despatch  
*Contractor* to ControlWorks – Removal vehicle arrive  
*Contractor* to ControlWorks – Vehicle clearance  
*Contractor* to ControlWorks – Vehicle recovery resolution  
*Contractor* to ControlWorks – Vehicle recovery update

The receipt or sending of each message is recorded in the incident log. The text relating to each message that will appear in the incident log will be agreed during Mobilisation.

For all messages sent from ControlWorks to the *Contractor*, the following Objectives are identified and recorded against the VRT:

Success response from the *Contractor* – response code 1;  
 Timeout waiting for response from the *Contractor* – dedicated response code to be confirmed during detailed design;  
 Failure response returned from *Contractor* – other response codes specified by *Contractor*, to be confirmed during Mobilisation;  
 Failure to communicate with *Contractor* – detected by ControlWorks on attempt to send message, due to loss of network or *Contractor* system.

For all messages sent by the *Contractor* to ControlWorks, the following Objectives are communicated back to the *Contractor* from ControlWorks:

Success response from ControlWorks – response code 1;  
 Failure response returned from ControlWorks – other response codes specified by ControlWorks, to be confirmed during Mobilisation.

The *Contractor* detects and reacts to the other possible failures that occur because of a failure in the communication path between the two systems: no response from ControlWorks and inability to send to ControlWorks. Failure responses are supported by a textual description of failure.

The following sections identify and define the different messages involved in a VRT. The final specification of message structure including data types will be agreed during Mobilisation.

# **Highways England Vehicle Recovery Contract**

Scope 1:  
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## **Appendix 8: Customer Contact Requirements**



## Customer Contact Requirements

This appendix provides additional information on dealing with customer enquiries, correspondence and complaints, including supporting the *Client's* Customer Contact Centre (CCC).

The *Contractor* deals with all queries and complaints received relating to the Services immediately and courteously. Where replies are not capable of being dealt with immediately the *Contractor* provides a written reply within ■ Working Days of receipt of the query or complaint.

The *Contractor* maintains a register detailing all queries and complaints and the actions taken in relation to them.

The *Contractor* maintains close liaison with, and operates systems compatible with, the *Client's* CCC. The *Contractor* deals promptly with any query or complaint referred to the *Contractor* as a result of an enquiry through the CCC. On completion of the necessary action by the *Contractor* in relation to any such query or complaint the *Contractor* informs the appropriate CCC personnel of the action taken in addition to any other register, record or report required under this contract.

The *Contractor* provides postal, telephone, e-mail facilities for the receipt and transmission of customer service enquiries and responses as appropriate.

The *Contractor* provides any information that is needed to enable the *Client* to prepare statements or responses to questions or issues raised by or on behalf of any public organisation. The *Contractor* provides such information within the reasonably imposed time periods set by the *Client*. If it is impossible to fulfil the request the *Contractor* immediately gives notice to the *Client* setting out in full the reasons.

The *Contractor* obtains prior written approval from the *Client* to communicate directly or respond to questions or issues from public organisations addressed to the *Client* (and not the *Contractor* directly).

The *Contractor* promptly informs, and provides written copies to, the *Client* of any communications in connection with the Services with:

1. MP's or MEP's
2. any public organisation
3. any other third party where the matter in question might reasonably be expected by the *Contractor* to have political significance, be in the public interest, or concern issue of the *Client's* policy

# Highways England Vehicle Recovery Contract

Scope 1:  
Statutory Vehicle Removal

## **Appendix 9:** *Contractor Branding*

## Highways England Branding

The *Contractor* ensures that the Highways England or *Client* logo is not used on its, or its supply chain's, vehicles and equipment used in carrying out the Services.

## Contractor Branding

The *Contractor* may use its own branding or corporate logos on the vehicles and equipment used in carrying out the Services.

## No Deleterious Effect

The *Contractor* ensures that branding or advertising on any vehicles and equipment used to Provide the Service does not have a deleterious effect on the *Client*.

## Highways Agency corporate images / trademarks / signage

- **Identification of *Contractor* Personnel**

The *Contractor* ensures any employee or subcontractor personnel attending a Recovery shall wear Highways England branded badges, name tags and ID cards at no cost to the *Client*.

- **Printed Materials**

The *Contractor* ensures that any printed materials, including, without limitation, incident reporting forms and receipts, used by it or its supply chain or any other subcontractor clearly identify the relationship that exists between it or the supply chain or any other subcontractor (as appropriate) and the *Client* and/or the Highways England.

# **Highways England Vehicle Recovery Contract**

Scope 1:  
Statutory Vehicle Removal

## **Appendix 10: Data Security**

## Data Protection

### Definitions:

- Data is all Personal Data collected, generated or otherwise processed by the *Contractor* in the course of Providing the Service.
- Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor for the purposes of this contract, and/or actual or potential and/or destruction of Personal Data in breach of this Agreement, including any Personal Data breach.
- Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
- Data Protection Legislation is:
  - i. the General Data Protection Regulation (EU2016/679)
  - ii. the LED (Law Enforcement Directive (Directive (EU) 2016/680)
  - iii. the Data Protection Act 2018 and
  - iv. any other data protection laws and regulations applicable in England and Wales.
- Data Subject is an individual who is the subject of Personal Data
- Data Subject Request is a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
- EEA is the European Economic Area
- Joint Controllers means where two or more Controllers jointly determine the purposes and means of processing.
- Personal Data is any data relating to an identified or identifiable individual that is within the scope of protection as “personal data” under the Data Protection Legislation.
- Protective Measures are appropriate, technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in PPN 02/18.
- Security Incident is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data.

- Sub-Processor is a third party (including Associated Company) engaged by the *Contractor* to process Data.
- Supervisory Authority is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Legislation.

For the purposes of this contract and the Data Protection Legislation:

- for the purposes of this section only the *Client* is the Controller, and
- the *Contractor* is the Processor and
- this section constitutes a data processing agreement where required by the Data Protection Legislation.

The *Contractor* processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of Providing the Service.

The *Contractor* complies with the requirements of Procurement Policy Note 02/18 entitled 'Changes to Data Protection Legislation & General Data Protection Regulation' ('PPN 02/18') or any later revision \and any related supplementary Procurement Policy Notes in Providing the Service.

The *Contractor* does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Legislation by either Party.

The *Contractor* obtains and maintains until the end of the service period all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation in respect of Providing the Service.

The *Contractor* only processes Data to the extent it relates to;

- the types of Data,
- the categories of Data Subject and
- the nature and purpose

The *Contractor* processes the Data only in accordance with the instructions of the *Client* unless the *Contractor* is required to process Data for other reasons under the laws of the European Union (or a member state of the EEA) to which the *Contractor* is subject. If the *Contractor* is required to process the Data for these other reasons, it informs the *Client* before carrying out the processing, unless prohibited by relevant law.

The *Contractor* immediately informs the *Client* if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.

The *Contractor* has in place and maintains in accordance with then good industry practice for as long as it holds any Data taking into account the state of the art, the

costs of implementing, the harm that might result from a Data Loss Event and the nature, scope, context and purposes of processing

- appropriate technical and organisational measures to protect the Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and
- adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data.

in each case to ensure that the *Contractor's* processing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects

The *Contractor* submits details of its Protective Measures to the *Client* for acceptance. A reason for not accepting them is that they are not appropriate to protect against a Data Loss Event. Acceptance (or a failure to reject) by the *Client* does not amount to approval by the Controller of the adequacy of the Protective Measure.

The *Contractor* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in **clause Z5** (Confidentiality) and this section and are aware of the *Contractor's* obligations under the contract and the Data Protection Legislation.

The *Contractor* ensures access to the Data is limited to those persons who need access in order for the *Contractor* to Provide the Service and (in each case) to such parts of the Data as are strictly necessary for performance of that person's duties.

Where the *Contractor* obtains or collects Personal Data on behalf of the *Client*, the *Contractor*

- provides to Data Subjects a data protection notice in a form accepted by the *Client*, informing the Data Subject of the identity of the *Client*, the identity of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is, or is to be, processed to enable processing in respect of the Data Subject to be fair and where applicable, obtains all necessary consents for the processing of Data.

On request, the *Contractor*, takes all necessary actions and provides the *Client* with all reasonable assistance necessary for the *Client* to comply with a Data Subject Request, including;

- the provision of access to, and information relating to, Data,
- the rectification of inaccurate Data,

- the permanent erasure of Data
- the restriction of processing of Data,
- the provision of a copy of Data in machine readable format, and
- the transfer of Data to a third party.

The *Contractor* immediately notifies the *Client* if it receives

- a Data Subject Request (or purported Data Subject Request);
- a complaint or request relating to the *Client's* obligations under the Data Protection Legislation, or
- a request from any Supervisory Authority for assistance or information, unless provided by relevant law.

The *Contractor* assists and co-operates with the *Client* in relation to any complaint or request received, including

- providing full details of the complaint or request
- complying with the request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the *Client* and
- promptly providing the *Client* with any Personal Data and any other information requested by it to enable it to respond to the request.

The *Contractor* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the *Client*. Where the *Client* agrees, the *Contractor*

- Provides evidence (acceptable to the *Client*) of appropriate safeguards as required by the Data Protection Legislation and
- Complies with the instructions of the *Client*.

The *Contractor* complies with the requirements of the *Client* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the *Contractor* to destroy or delete copies of the Data is subject to any law of the European Union (or a member state of the EEA) to which the *Contractor* is subject that requires Data to be retained.

The *Contractor* notifies the *Client* within ■■■ hours of becoming aware of a Security Incident or any other breach of this section. The notification includes, as far as possible.

- a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned.



- the likely consequences of the breach and
- the Protective Measures taken, or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects [including those outlined in PPN 02/18].

In the event of a Security Incident, the *Contractor* provides the *Client* with full co-operation and assistance in dealing with the Security Incident, in particular in notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation.

On request (but not more than once in any ■■■ month period) the *Contractor* provides to the *Client* all necessary information to demonstrate the *Contractor's* compliance with this section.

The *Contractor* promptly provides assistance and information requested by any Supervisory Authority or required by the *Client* in order for the *Client* to ensure compliance with its obligations under the Data Protection Legislation, including in relation to

- security of processing,
- preparation of any necessary Data Protection Impact Assessments and
- undertaking any necessary data protection consultations.

The *Contractor* maintains electronic records of all processing activities carried out on behalf of the *Client*, including:

- The different types of processing being carried out (if applicable),
- any transfers of Data outside the EEA or the United Kingdom, identifying the relevant country or international organisations and any documentation required to demonstrate suitable safeguards and

The *Contractor* makes these records available to the *Client* promptly on request.

The *Contractor* does not engage any Sub-Processor without the prior consent of the *Client*.

Before allowing any Sub-Processor to process any Personal Data related to this agreement, the Processor must:

- notify the Controller in writing of the intended Sub-Processor and processing;
- obtain the written consent of the Controller;
- enter into a written agreement with the Sub-Processor which give effect to the terms set out in this clause such that they apply to the Sub-Processor; and

- provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.

The Processor shall remain fully liable for all acts or omissions of any of its Sub-Processors.

The Controller may, at any time on not less than ■ working days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this agreement).

The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 working days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

If it is or becomes a requirement that, under the Data Protection Legislation or other applicable laws, this section must be governed by the laws of a member state of the European Union, and the law of the contract does not or ceases to satisfy this requirement, this section is governed by and construed in accordance with the laws of Ireland.

A failure to comply with this section is treated as a substantial failure by the *Contractor* to comply with its obligations.

## Information Security

The *Contractor* prepares a robust information security plan complying with the *Client's* security policy and submits it to the *Client* for acceptance. The *Contractor* includes the security plan in its quality management system. The security plan includes procedures which;

- ensure compliance with the Data Protection Legislation,
- protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data,
- ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data,
- protect IT systems from viruses and similar threats and
- provide for the vetting of its employees and subcontractors' staff in accordance with the *Client's* staff vetting procedures.

The *Contractor* provides training for its employees and subcontractors (at any stage of remoteness from the *Client*) in accordance with the security plan.

The *Client's* security policy is set out in the documents "Statement of Highways England's IT Security Policy" and Chief Information Officer Memos 01/09, 05/08 and 04/08.

At the end of the service period or earlier termination of the *Contractor's* obligation to Provide the Service, the *Contractor* gives to the *Client* all Personal Data held by it and destroys electronic and paper copies of such data in a secure manner.

### ***Contractor's* Premises, access and storage to *Client's* data**

In this section Risk Assessment is a full risk assessment and security review carried out by the *Client* in accordance with [REDACTED] dated [REDACTED] and the Highways England Information Security Data Security Standard, or any later revision or replacement.

The *Contractor* does not store any of the *Client's* data that is classified as OFFICIAL (including OFFICIAL SENSITIVE) or higher in accordance with the [REDACTED] (or any later revision or replacement);

- offshore or;
- in any way that it could be accessed from an offshore location

until the *Client* has confirmed to the *Contractor* that either

- the *Client* has gained approval for such storage in accordance with the Highways England Information Security Data Security Standard (or any later revision or replacement) or
- such approval is not required.

The *Contractor* ensures that no offshore premises are used in Providing the Service until

- such premises have passed a Risk Assessment or
- the *Client* confirms to the Consultant that no Risk Assessment is required.

The *Contractor* complies with a request from the *Client* to provide any information required to allow the *Client* to

- gain approval for storing data or allowing access to data from an offshore location
- conduct a Risk Assessment for any premises

The *Contractor* ensures that any subcontract (at any stage of remoteness from the *Client*) contains provisions to the same effect as this clause.

A failure to comply with this condition is treated as a substantial failure by the *Contractor* to comply with its obligations.

The *Contractor* does not take an action which would cause a conflict of interest to arise in connection with this contract. The *Contractor* notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise

The *Contractor* notifies his employees and subcontractors (at any stage of remoteness from the *Client*), and ensures any subcontractors (at any stage of remoteness from the *Client*) informs its employees, who are Providing the Service, that they do not take an action which would cause an actual or potential conflict of interest to arise in connection with the service.

The *Contractor* ensures that any employee and that any subcontractors (at any stage of remoteness from the *Client*) ensures any of its employees, who are Providing the Service, completes a declaration of interests and conflict of interests in the form. The *Contractor* issues to the *Client* any completed declaration of interests and conflict of interests.

The *Contractor*,

- ensures any subcontractors (at any stage of remoteness from the *Client*) immediately notifies the *Contractor* and the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise and
- immediately notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise.

If the *Contractor* or subcontractors (at any stage of remoteness from the *Client*) notifies the *Client*, the *Client* may

- require the *Contractor* to stop Providing the Service until any conflict of interest is resolved,
- require the *Contractor* to submit to the *Client* for acceptance a proposal to remedy the actual or potential conflict of interest.

A reason for not accepting the submission is that it does not resolve any conflict of interest. The *Contractor* amends the proposal in response to any comments from the *Client* and resubmits it for acceptance by the *Client*. The *Contractor* complies with the proposal once it has been accepted.

- any step taken under this condition is not a compensation event.
- A failure to comply with this condition is treated as a substantial failure by the *Contractor* to comply with his obligations.

# **Highways England Vehicle Recovery Contract**

Scope 1:  
Statutory Vehicle Removal

## **Appendix 11: Specification**

The *Contractor* complies with the obligations set out in Scope 1, Scope 2 and Scope 3.

Title	Date or revision	Tick if publicly available
Scope 1 – Statutory Removal Service	19/07/2019	
Scope 2 – Pre-Positioning	19/07/2019	
Scope 3 – Scheme Removal	19/07/2019	
PAS (Publicly Available Standard) 43	2018	✓
National Highway Sector Scheme (NHSS) 17B	2015	✓
Interim Advice Note 128/12: Health & Safety Incident Reporting	April 2012	✓
BS En ISO 14001 Environmental Management	2015	✓
BS En ISO 9001 Quality Management Systems	2015	✓
Statement of Highways England's IT Security Policy	2018	
PSN Code of Connection v1.31	2015	✓
Procurement Policy Note 02/18 entitled 'Changes to Data Protection Legislation & General Data Protection Regulation' ('PPN 02/18') or any later revision	2018	✓
ISO / IEN 27001 Information technology – Security techniques – Information security management systems – Requirements	2013	✓
ISO / IEN 27002 Code of practice for information security management	2013	✓

The protection of animals during transport and related operations – Council Regulation (EC) 1/2005	22nd December 2005	✓
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# **Highways England Vehicle Recovery Contract**

Scope 1:  
Statutory Vehicle Removal

## **Appendix 12: Check Requirements**



## Staff and Equipment Records and Reports

The *Contractor* ensures that each supply chain organisation will have their own “electronic file” containing details of their organisation, their vehicles and their staff. The *Contractor* ensures that all details are held in an appropriate record keeping system, and will include but not be limited to up-to-date:

- insurance certificates;
- equipment certification;
- vehicle certification and documentation;
- employee documentation including DBS or agreed NPPV check and first aid awareness training

The *Contractor* ensures that all customer-facing staff (including any supply chain customer-facing staff) who will come into physical contact with customers have undergone DBS checks or Non-Police Personnel Vetting (NPPV) Police check within the previous three years. Where it is determined under the DBS or NPPV check that a member of staff has a criminal conviction, the employment (or potential employment) of such member of staff by the *Contractor* will be undertaken in accordance with the *Client's* guidance on the employment of staff with criminal convictions.

# **Highways England Vehicle Recovery Contract**

Scope 1:  
Statutory Vehicle Removal

## **Appendix 13: Methods of Payment**

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

If [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]